

CAMPERMAN AUSTRALIA TERMS AND CONDITIONS - 2023

1.1 Introduction

Your rental contract to hire a Campervan from Camperman Australia the following:

- The rental agreement form you have signed to hire a campervan from us.
- The Rental Terms and Conditions agreement form

1.2 Jurisdiction

Your rental contract is governed by the laws of the state in which the rental station you have hired the Campervan from and have agreed that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between you and Camperman Australia.

1.3 Australia Consumer Law

You have consumer rights conferred by the Australian Consumer law and neither this clause nor any other provision of the rental contracts excludes, restricts, or modifies any implied terms, guarantees, or rights you may have under those laws or any other federal, state or territory legislation.

1.4 Electronic Signatures

We may use electronic signatures as a means of entry into the rental contract. When you insert an electronic signature, it must be your own genuine signature. By signing the form, you fully consent the use of this means of acknowledgment and acceptance of Camperman Australia's Terms and conditions and your obligations under the rental agreement.

WHO MAY DRIVE THE CAMPERVAN?

IMPORTANT NOTICE

A breach of any part of clause 2 is a Major breach of your Rental Contract. See clause 15 for further details.

2.1 Authorised Drivers

Only the main hirer or any authorized drivers are allowed to drive the campervan, allowing anyone who is not an authorized driver to drive the Campervan constitutes a major breach of your rental contract that excludes you and any authorized driver from all entitlement to damage cover indemnity under clause 12 of these terms and conditions, subject to the damage cover exclusions in clause 13.

To become an authorised driver, you must sign the rental agreement on-line and sign the agreement in person at a depot. If you are unable to make it on the day of collection, notify the depot and we can arrange to get the form signed at another Camperman depot.

2.2 Age Limits

There is a minimum and maximum age limit for those renting from Camperman Australia. You and any authorized driver must be at least 18 and not over 85 years of age and have no less than 12 months driving experience, unless a representative from Camperman Australia has agreed to a variation of that restriction before the start of the rental and it must be shown in the rental agreement.

2.3 Licence Requirements

You and any Authorized drivers can drive the Campervan if you have the following:

- (a) A valid driver's license issued in an Australian state or territory.
- (b) An international driving permits.
- (c) An approved translation into English if the license is not issued in English.
- (d) If you are not subjected to any restrictions or conditions

Leaner drivers and probationary license holders are not acceptable and must not drive the campervan.

Provisional drivers are accepted and are welcome to drive the van but must display the correct provisional plates and follow all the road rules while driving.

2.4 Cancelled and Suspended Licences

The campervan must not be driven:

- (a) Whilst your driver's license is cancelled or suspended as a result of an accumulation of demerit points
- (b) If your license has been cancelled or suspended within three (3) years of the date of the rental agreement

2.5 False Information

The campervan must never be driven by you or an Authorized driver who has provided false, missing or a misleading name, age, address, or driver's license.

PROHIBITED USE

IMPORTANT NOTICE

A breach of any part of clause 3 is a Major breach of your Rental Contract. See clause 15 for further details.

3.1 The Campervan must not be driven.

The campervan must not be driven by you or any authorised drivers:

- (a) Whilst intoxicated or under the influence of drugs or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law.
- (b) Recklessly or dangerously
- (c) Whilst the Campervan is damaged or unsafe.
- (d) Camperman Australia representative has advised you not to.

3.2 You and any Authorized Drivers must not

Fail or refuse to undergo a breath, blood, urine, fluid, or drug impairment assessment.

Use the Campervan:

- (a) For any illegal purpose
- (b) To move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes.
- (c) To propel tow another vehicle or a trailer.
- (d) To carry or transport illegal drugs or substances.
- (e) In connection with the motor trade for experiments, test, trials, or demonstration purpose.
- (f) In an unsafe or un-roadworthy condition
- (g) to carry any animals in the vehicle

3.3 You and any Authorized Drivers must not

Not Authorized to:

- (a) Damage the Campervan deliberately/recklessly or allow anyone else to do so.
- (b) Modify the Campervan in anyway.
- (c) Sell, rent, lease, or dispose of the campervan.
- (d) Register or claim to be entitled to register any interest in the campervan under the personal property securities Act 2009

3.4 You and any Authorized Driver must not use the Campervan to carry.

Not Authorized to:

- (a) Passenger for hire, fare, or reward or for rideshares purposes.
- (b) More than the number of passengers shown in the rental agreement or what the campervan is licensed to legally carry.
- (c) Any load that exceeds the limits for which the Campervan was designed, constructed, registered, or licensed for

3.5 You and any Authorized drivers must not

Use a mobile phone to:

- (a) To make or receive a phone call, perform any audio functions or as a navigation device, unless the vehicle is stationary, and the body of the phone is secured in a mounting affixed to the vehicle.
- (b) To send a text message, video message, email, or similar communication unless the vehicle is parked.

PROHIBITED AREAS OF USE

IMPORTANT NOTICE

A breach of any part of clause 4 is a Major breach of your Rental Contract. See clause 15 for further details.

4.1 The Campervan must never be driven.

- (a) On unsealed roads
- (b) Off road
- (c) Where snow has fallen or is likely to fall

4.2 The Campervan must not be used in areas that are prohibited.

Prohibited areas include:

- (a) Roads that are prone to flooding or are flooded.
- (b) Beaches, sand dunes, streams, rivers, creeks, dams and floodwaters or any area exposed to saltwater.
- (c) Any road where the police have issued a warning.
- (d) Any road that is closed
- (e) Any road where it would be unsafe to drive the vehicle.

4.3 The Campervan must never be driven or used.

On any island that is off the mainland of Australia - Unless we have given our written permission prior to the rental, and it is noted on the rental agreement.

4.4 Rental Period, Cost and Charges

- (a) Minimum Rental Period
- (b) The minimum Rental Period is 5 days.
- (c) Rentals of 10 days or more have a fixed daily rental cost.

Short gap bookings occasionally become available at all depots in different seasons and are subject to our sole discretion.

RENTAL CONDITIONS

IMPORTANT NOTICE

5.1 Daily rental Conditions

Rental days are charged per calendar day. The day of pick-up is calculated as the first day of the rental and the day of return is calculated as the last day of rental. This calculation is based within depot hours for pick-up and drop-offs.

5.2 Transfers

Transfers to and from Camperman are not included in the rental price. It is the responsibility of the hirer to arrange transport to and from Camperman depots.

5.3 Campervan collection times

The pick-up times are between the hours of 10:00 am and 3:00 pm weekdays or between 8:30 am and 11:00 am on Saturdays for all depots except Townsville.

Townsville is unattended pick-up only.

If you do not confirm your collection time with the head office prior to your pick-up date, a time will be allocated for you.

We can at any point delay the campervan collection time for repairs, maintenance and/or cleaning, most hires return past their required drop off time and each vehicle requires a mechanical inspection and clean before we can release it to hire.

5.4 Campervan drop-off times

The drop off times for the Campervan are between 8:00 am and 3:00 pm Monday to Friday and on Saturdays between the hours of 8:00 am to 11:00 am. After-hours drop-offs are available on Saturday subject to prior arrangement using the Key drop-boxes at Our depot locations.

If you are returning to Townsville, please call and organise with the head office prior to your return.

5.5 Animal's and Pet

Camperman does not allow the carriage of pets or any animals in their vehicles whilst on hire. Carriage of pets or animals will render the contract void, and the rental bond will be retained and used for cleaning and fumigating the vehicle.

5.6 Toll Charges

The number plate on the vehicle has been registered for all tolls in Australia, with the fee being included in the administration fee.

5.7 Sundays

Campervan pick-up and drop-off on Sundays are subject to prior arrangement with us only. Please contact us via phone 1800 216 223 or email sales@campermanaustralia.com

5.8 After-hours pick-up/ Unattended pick-up

After-hours and unattended pick-ups can be made by prior written arrangement only with Our Head Office in Cairns. Please contact Camperman on 1800 216 223 or email us sales@campermanaustralia.com for prior written arrangement and confirmation.

The cost of an unattended, after-hours, Sunday or Public Holiday pick-up is \$80.00. This fee cannot be waived under any circumstances.

5.9 Late drop-off

Campervans returned one day later than the arranged date on the contract will be charged the day rate applicable to the contract plus a \$150.00 late fee. Thereafter, the contracted daily rate will be charged for each day the Campervan is late in addition to any revenue lost or costs incurred because of the Campervan being returned late. This is not negotiable and will be deducted from your security deposit.

5.10 Public holidays

We are not open on Public Holidays (National or Local), Christmas Day, Boxing Day, New Year's Day, and Good Friday to Easter Monday (or public holidays declared for those days).

Any pick-up or drop off's set for a day the depot is closed, is required to contact the head office for instructions.

5.11 Reservations

Reservations can be made 7 days a week (including public holidays) between 8:00 am to 8:00 pm.

On the Camperman Australia website, you can enter a booking request and Camperman will either decline or accept the booking once we have checked availability. The request is not confirmed until we have charged a 20% deposit and emailed through a confirmation.

5.12 Helpline

The Camperman Head Office offers a 7-day-a-week Australia-wide help and information service. Please call the toll-free number on 1800 216 223 for on-road service. If you do not receive an answer, the lines may be business please leave your name, best contact number, registration, where you are located and what the issue is.

5.13 One-way rentals

There is a Location fee for all pick-up and drop-offs of \$150.00 at the Gold Coast and \$250.00 at Airlie Beach and Townsville. In the case of a pickup and drop off between these depots only one charge of \$250.00 will apply for one-way rental. this fee is included in the final price and cannot be waived.

5.14 Multiple rentals

Two or more rentals may be combined to qualify for the longer-term rental rates. For example, a 12-day rental plus one 10-day rental qualifies for the 22-day rate, subject to the time between rentals not exceeding one calendar month.

5.15 Rental Period Extensions

Wanting to extend your booking whilst on the road? First contact our friendly Reservations team who will happily advise if the extension is possible and any associated costs. To secure an extension, the extra costs (calculated on the current rate of the day), will need to be paid by credit card, either over the phone at the time of extension. Any extension is not approved unless Camperman have advised, and your rental agreement has been updated. Rental Period extensions are subject to future demand and availability and at Our sole discretion.

5.16 Change to the Drop-Off Location after Pick-Up

If you wish to change your drop-off location after pick-up, please get in touch with our friendly Reservations team who will be happy to help. Our team will advise if the change is possible and the applicable fee. The new drop off location is not approved unless Camperman have advised, and your rental agreement has been updated.

5.17 Unauthorised dropping off at a different depot.

An unauthorised drop-off to a depot other than that contracted for (as stated on the Rental Agreement) will result in a relocation fee being charged to you of \$1500.00 in addition to the daily rate for each day the Campervan is delayed.

5.18 Early drop off.

There is no refund available for the unused portion of the rental should the Campervan be returned earlier than contractually agreed on the Rental Agreement.

5.19 When booking

Please check the Campervan You have booked on our website. It shows you all the details of the Campervan, including the manufacturer, make, model, year, model range, and inclusions.

The registration of your van can change at any point right up until the day of collection, you will receive the same model vehicle you have booked but the registration may be different to the one on your confirmation email.

Automatic or manual transmission cannot be guaranteed unless you specifically book a van with only that transmission e.g. The Paradise family 5 is guaranteed to be automatic as we only have automatic models for that model. please ensure you have booked the right transmission as there will be no refund and refusal to take the vehicle will be classified as a cancellation on the day of pick-up and you will be required to pay the cancellation fees.

5.20 Disclaimer

All illustrations, line drawings and text in any of our brochures or advertising material, including our website, are a representation only of the vehicles depicted. Variances in any vehicle or its equipment offered for rental may occur due to modifications and/or upgrades.

5.21 Campervan Model and Size

All Campervans advertised on our website show the age, size and carrying capacity of the Campervan. You will be supplied with a Campervan that matches the Campervan you have booked. Any cancellation or refusal to take the Campervan that was booked is classed as a cancellation on the day of pick-up and you will not be entitled to a refund under any circumstance.

Camperman Australia is not at fault, nor will we refund if you book a campervan that doesn't accommodate your needs/wants. be aware of the vehicles height as it is a hitop and is not likely to fit under anywhere undercover. the vehicles dimension are listed on the website.

5.22 Contractual Rights

By signing the Rental Agreement contract, the hirer accepts that the Terms and Conditions make this an Australian contract, and that the hirer will be bound by the Australian State Law in which State this Agreement is contracted.

This contract overrides any other contract form or contract taken in any other country. Any changes made to this contract may only be in writing and signed by the hirer and an authorised agent of Camperman. Camperman makes no express or implied warranty in relation to this Agreement.

5.23 Pick-up Inspection

Prior to the Campervan being released for hire an inspection of it will be conducted by you and a Camperman representative. The inspection will cover the external panels, windscreen and windows, internals of the Campervan and an inventory of additional equipment supplied.

- (a) A Condition report will be completed by the Camperman representative showing all previous Damage to the Campervan. The condition report also confirms that the Campervan is in a clean and in a satisfactory state on collection. If the condition report does not accurately reflect the condition of the Campervan you must inform our representative before departure to allow us the opportunity to rectify any points you have identified.
- (b) Once the condition report is signed, you agree you have received the Campervan in satisfactory condition and no refunds will be provided for issues with the condition of the Campervan unless these could not reasonably have been detected at pick-up,
- (c) It is your responsibility as the hirer to check over the condition of the van prior to leaving the depot, this also includes the key condition. If any key, you have been provided breaks while on hire you must inform the head office immediately and you will be liable for a replacement.

5.24 Insect Infestation

Camperman Australia is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs, and mosquitoes. No refunds will be provided for any infestations mentioned above or that could have occurred during the rental period.

5.25 Return of the Campervan

You must return the Campervan:

- (a) To the correct Rental Station
- (b) On the date and by the time shown on the Rental Agreement
- (c) In the same condition it was in at the Start of the Rental, reasonable wear and tear excepted.
- (d) With the same level of fuel as shown on the condition report on pick-up.

5.26 Cleaning fee on return of the Campervan

A cleaning fee of \$150 (inside) & \$75 (outside) applies if the campervan is not returned to us in the same clean condition, it was in at the start of the rental, subject to reasonable wear and tear.

5.27 During Your rental

You must not:

- (a) Use the campervan for transporting any pets or animals, except assistance animals, unless specifically approved by us in writing.
- (b) Smoke in the campervan, or use candles or mosquito coils inside it and, you must also take reasonable steps to prevent passengers from doing so.
- (c) Use the campervan to move infectious, biohazardous or biomedical waste, unless specifically approved by us in writing.

Additional cleaning, disinfection and deodorising charges will apply.

5.28 Living equipment

Sleeping and kitchen equipment are provided with each rental at no extra cost. Please see our website for details about the kitchen utensils but the sleeping equipment consists of a pillow, pillowcase, sheet, and sleeping bag, packed per person. as Australia has varying temperatures throughout, *we only pack the basics to get you started.*

You are welcome to purchase extra items at your own expense if what is provided isn't enough for the changing climates. We will not refund for anything additional you choose to purchase.

5.29 Additional Equipment for Hire

The following extras may be hired at extra cost and must be booked in advance.

- Outdoor Table - \$20 per table, per rental
- Outdoor Chairs - \$10 per chair, per rental
- LPG Gas bottle refill - \$25

5.30 Missing or damaged equipment

You will be charged replacement costs if any of the equipment listed in clauses 14.1, 14.2 is missing or not returned in the same condition as at the Start of Rental, subject to fair wear and tear.

If anything is missing from the vehicle, you must inform us immediately or return to the depot to get a replacement, no refund will be provided if you choose to purchase anything missing.

5.31 Toilet waste

Toilet waste must be removed from the Campervan prior to its return. If the Campervan is returned with the toilet waste not emptied and (or) cleaned, you will be charged a \$150.00 fee at the discretion of the check-in depot.

5.32 Failure to return the Campervan.

If you fail to return the Campervan, Camperman Australia may terminate the Rental Contract and if the location of the Campervan is known we will recover it by lawful means or if it is unknown, after making reasonable attempts to contact you, we will report the Campervan as stolen to the Police.

5.33 Travelling with Children

We take no responsibility for Campervans incorrectly booked for carrying children and any refusal to take the Campervan that was booked is classed as a cancellation on the day of pick-up and you will not be entitled to a refund under any circumstance.

Camperman staff will reasonably endeavour to provide the correct advice on the information given by you prior to booking but we have no responsibility if you book the wrong Campervan or restraints for your needs.

It is your responsibility to comply with all child restraint laws and ensure that for all children under the age of seven years, the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

Please Note: Child restraint point does not increase the carrying capacity as it is regarded as one of the existing seats.

It is specifically list on each of the vehicles categorise on our website what each vehicles differences are including what vehicle has an anchor point and if it requires forward or rear facing.

5.34 To assist you in selecting the correct Campervan.

The fitted seatbelts are as follows:

- (a) Maxie 4 deluxe has two seat belts in the front cabin with a centre console in the middle. there are two additional seats in the rear end with two anchor points available for both forward and rear facing baby seats.
- (b) Paradise family 5 (including the Paradise 5 with shower and toilet) has three seats available in the front cabin and two additional seats in the rear of the vehicle, both seats in the rear end are fitted with an anchor point for both forward and rear facing baby seats.
- (c) Maxie 2 has two seat belts in the front cabin with a centre console in the middle. there are no anchor points or additional seats in the vehicle.
- (d) Maxie 3 has three seats available in the front cabin. there are no anchor points or additional seats in the vehicle.
- (e) Juliette 5 has three seats available in the front cabin and one anchor available for a forward-facing child seat only. there are two additional forward-facing lap belts in the rear on the vehicle (not recommended for children)
- (f) Juliette 3 has three seats available in the front cabin. there are no anchor points or additional seats in the vehicle.

FUEL

6.1 What fuel can be used in the vehicle?

Regular Unleaded 91 must be used in all Campervans as there is no Damage Cover for Damage caused by use of the incorrect fuel. If you are unsure, please contact the head office.

- (a) The fuel economy of each individual Campervan may vary depending on several contributing factors including but not limited to how the Campervan is driven, tyre pressure, weather, and vehicle loading. We are not responsible for any variations to fuel economy.
- (b) We do not supply the Campervan with a full fuel tank. The fuel level of the Campervan is indicated on the condition report on pick-up, and you must return the Campervan with the same level as indicated on that report. If the Campervan is returned with a lower level of fuel than indicated on the condition report you will be charged at the market price, plus a service fee if the fuel level is less than one quarter.
- (c) 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.

 ***IMPORTANT NOTICE***

7.1 At the End of the Rental, you must pay.

- (a) The balance of the Rental Charges (if any)
- (b) The Damage Excess (if not already paid)
- (c) if there is Damage or Third-Party Loss as a result of an Accident or the Campervan is stolen

7.2 Any costs we incur.

Include the following:

- (a) Refuelling costs
- (b) Extra cleaning costs under clause 5.5 and 5.30
- (c) Costs incurred in reinstating the Campervan to the same condition it was in at the start of the Rental, fair wear and tear excluded.
- (d) For all Damage arising from a Major Breach of the Rental Contract
- (e) For all Overhead Damage
- (f) For all Underbody Damage
- (g) For any Damage caused by the immersion of the Campervan in water.
- (h) Any amount payable under the Rental Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to you as soon as practicable.
- (i) Amounts owing to us after the End of the Rental pursuant to clause 6 accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental.

7.3 Payment in Australia

All payments are to be paid in Australian Dollars (\$) only. Personal Traveller's cheques will be accepted but foreign currency is not acceptable.

7.4 Exchange rate/currency fluctuation

All credit card transactions are conducted in Australian Dollars (AU\$). Due to exchange rate fluctuations, there could be some variation in the amount initially debited against your credit card and the amount refunded when the Campervan is returned. We have no liability for these variations, up or down, as they are entirely out of our control.

7.5 Credit Card Authority

If any amount is due to us, including the Damage Excess payable under clause 12.2(a) or remains unpaid you authorise us to debit the provided credit card with that amount within a reasonable time after the End of the Rental.

The credit card, you supply us must be your own card only. If you provide us with another person's card, they must be present at pick-up to sign the authorisation form.

7.6 Interest on outstanding amounts

Amounts owing to us pursuant to clause 6 accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental.

7.7 Default in payment

If you default in the payment of any money owed to us under the Rental Contract, you authorise us to provide information of that default to a credit reporting body and to obtain an up-to-date consumer credit report on you. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about you, including defaults in excess of 60 days and the debt owed to us.

7.8 Writing and Calculation errors on rental agreement

The charges as set out herein are not final. Should a written and/or a calculation error occur, the hirer authorises Camperman to charge their credit card for any shortage, or in case of overpayment, receive payment from.

CANCELLATION

 ***IMPORTANT NOTICE***

8.1 Cancellation fees

The following cancellation fees are payable:

- (a) **If cancelled 30 days or more prior to the pick-up date:** a fee of \$200 (Deposits up to \$200 are non-refundable).
- (b) **If cancelled within 7-29 days of the pick-up date:** 50% of the full Rental Charges.
- (c) **If cancelled 1-6 days prior to the pick-up date:** 75% of the full Rental Charges.
- (d) **If cancelled on the day of pick-up or if you fail to notify us of your intended cancellation prior to the Start of the Rental and fail to pick up the Campervan:** no refund is payable, and the full Rental Charges will be charged.

8.2 Cancellation acknowledgement required.

A cancellation is not effective until acknowledged and confirmed by a Camperman Australia representative.

8.3 Agent commission forfeited.

No commission is payable to our booking agents if a customer cancels their booking.

YOUR OBLIGATIONS

IMPORTANT NOTICE

A breach of any of sub-clauses 11.1, 11.2, 11.3, 12.1, 12.2, 12.3, 13.1,13.2 is a Major Breach of the Rental Contract. See clause 16.5 for further details.

9.1 At the Start of the Rental and before collecting the Campervan.

You must:

- (a) Present your driver's licence and that of any additional drivers or permit copies of the drivers' licences to be made and copied by us.
- (b) Pay the anticipated Rental Charges as well as the Security Bond of \$500.

9.2 Security Bond

The security bond will be retained by us as a security for the performance of any of your obligations and liabilities under the Rental Contract, including for Damage, theft of the Campervan or Third-Party Loss occurring during the Rental Period.

It is fully refundable to you provided that:

- (a) All amounts due to us under the Rental Contract have been paid, including any added charges and refuelling costs.
- (b) The Campervan has been returned to the correct Rental Station at the date and time set on the Rental Agreement.
- (c) There is no Damage or Third-Party Loss
- (d) The equipment supplied pursuant to clause 14.3 is clean and in the same condition it was in at the Start of Rental, subject to reasonable wear and tear;
- (e) The fire extinguisher listed in clause 14.1(a)(ii) is unused.
- (f) The exterior and interior of the Campervan are clean.
- (g) The Campervan has the correct amount of fuel.
- (h) There has not been a Major Breach of the Rental Contract,

9.3 Bond Return

The Security deposit is fully refundable when the vehicle is returned to the correct location in a clean and undamaged condition. The security deposit will be returned to your credit card within two weeks after the completion of your rental.

However, if the terms of the Rental Contract are breached and the security deposit is insufficient to cover the damage then the hirer will be liable for any extra cost. If the vehicle is returned with any damage, or has been involved in an accident, whether the fault of the hirer or not, the security bond

will be retained by Camperman until the full cost of the damage is determined, or the claim has been settled by the Third Party's Insurance Company.

The security bond will then be returned to the hirer in full if it is determined that there is no liability to the third party under Australian Motor Vehicle Laws and/or with Australian litigation. Please note that Third Party claims can take months or even years to resolve. Camperman cannot force the destiny of these claims, it is up to our Insurance Company and the Third Party, be they insured or not.

TRAFFIC INFRINGEMENTS

 ***IMPORTANT NOTICE***

10.1 Traffic Infringements

You and any Authorised Driver must pay all speeding, traffic fines and infringements as well as any fines or charges imposed for parking or using the Campervan or release of the Campervan if it has been seized by a regulatory authority.

when we receive the infringement, we charge a \$150 infringement fee before mailing it to the address that is provided on the booking. if you provide an address that isn't a resident or isn't accessible by yourself, we are not at fault.

MANDATORY WHEN TRAVELING

 ***IMPORTANT NOTICE***

11.1 What is mandatory when traveling?

You must comply with all mandatory:

- (a) Seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened.
- (b) Child restraint laws ensure that all children under the age of seven years have been restraint and have been fitted correctly according to the weight and age of the child and the restraint is properly adjusted and fastened.

You and any Authorised Driver must take reasonable care of the Campervan by:

- (a) Preventing it from being damaged
- (b) Making sure that it is protected from the weather.
- (c) Maintaining the engine, brake oils, coolant level and tyre pressures
- (d) Using the correct fuel type – Unleaded 91, Never E10 or you will be charged if damage occurs.
- (e) Making sure it is not overloaded.

You and any Authorised Driver must make sure that the Campervan is locked when not in use or unattended and the keys or remote-control device must be kept in your possession, or that of any Authorised Driver, at all times and are never left in the ignition when the Campervan is unattended.

11.2 On a daily basis

You and any Authorised Driver must check the follow everyday:

- (a) All fluid levels e.g., oil, coolant, water
- (b) Water in the radiator
- (c) All tyres (visually) for wear and correct inflation
- (d) The indicators, brake lights, head lights and taillights for correct operation.
- (e) Tyre pressure – must be at 55 PSI.
- (f) wash the campervan – vehicle must be maintained daily and wash at least once a week.

11.3 You must inform us immediately if

If any of the below happen during your hire, you must immediately call the head office on 1800 216 223 and inform us.

- (a) A warning light or fault message appears on the dash.
- (b) You see or become aware of low engine, brake oils, or engine coolant levels.
- (c) The Campervan develops any fault during the Rental Period.
- (d) Any damage has been caused to the van, single vehicle damage or collision with another vehicle.

If you fail to notify us and continue to use the Campervan you will be responsible for any Damage or Third-Party Loss and you will be fully liable if a break down occurs due to failure to report.

You must not let anyone else repair or work on the Campervan or tow or salvage it without our prior written authority to do so.

You must not leave the Campervan unattended following an Accident and before the arrival of a tow or salvage operator.

INSURANCE AND DAMAGE COVER

 ***IMPORTANT NOTICE***

12.1 CTP Insurance and Damage Cover

what is CTP insurance?

Compulsory Third-Party Insurance. All Campervans have (CTP) insurance cover. CTP is mandatory in all States and Territories and provides compensation for bodily injuries caused by vehicles.

[CTP does not provide cover for any Damage to the Campervan.](#)

12.2 Damage Cover and the Damage Excess

Standard Damage Cover is included in the Rental Charges. Subject to these Terms and Conditions, we will indemnify you and any Authorised Driver for theft of the Campervan, any Damage (excluding tyre and windscreen damage) or Third-Party Loss but you must pay up to the Damage Excess of \$500 shown on the Rental Agreement for each Accident or theft claim unless:

- (a) We agree you were not at fault.
- (b) The other party was insured, and their insurance company accepts liability.

The Damage Excess payable under clause 16.1 will be charged to your credit card:

- (a) For Single Vehicle Accidents
- (b) If the Campervan has been stolen, after we have made reasonable enquiries and, in our opinion, it is unlikely the Campervan will be recovered.
- (c) For Accidents in which there is also Third-Party Loss, after:
 - (d) A reasonable estimate of the Third-Party Loss has been made.
 - (e) A repairer's estimate or tax invoice verifying the amount charged for Damage has been obtained; and
 - (f) All documents verifying the Third-Party Loss and Damage have been sent to you.

12.3 Claims Administration fee

All Accident, attempted theft and theft claims will incur a claims administration fee in addition to the Damage Excess liability. This fee is to compensate us for the labour and associated costs with processing your claim.

DAMAGE COVER EXCLUSIONS

 ***IMPORTANT NOTICE***

13.1 General exclusions

what is not covered:

- (a) There is no Damage Cover, You and any Authorised Driver are liable for
- (b) Damage or Third-Party Loss arising from:
 - (c) A Major Breach of the Rental Contract
 - (d) The use of the Campervan by any driver who is not an Authorised Driver or who is less than 18 or more than 85 years of age.
- (e) A Single Vehicle Accident
- (f) Overhead Damage
- (g) Underbody Damage
- (h) Damage caused by immersion of the Campervan in water.

There is also no Damage Cover for:

The full cost of replacing or repairing any accessories supplied by us including, but not limited to, lost or broken keys, keyless start, and lost or broken remote-control devices.

Personal items or valuable that are left in or stolen from the Campervan or for loss or damage to property belonging to or in the custody of:

- (a) Any relative, friend or associate of yours ordinarily residing with you or with whom you ordinarily reside.
- (b) Any relative, friend or associate of an Authorised Driver
- (c) Your employees

We strongly recommend that you take out a travel insurance policy

13.2 Tyre and windscreen damage Exclusion

- Only the front windscreen and the vehicles tyres are covered, everything else is excluded from Damage Cover.
- Average tyre prices in Australia are \$190.00, so please take care of the Campervans tyres as you are responsible for all tyre and windscreen damage not caused by reasonable wear and tear, up to \$500.00. if you do not have tyre and windscreen cover

EQUIPMENT SUPPLIED AND AVAILABLE FOR RENTAL

⚠ *IMPORTANT NOTICE*

14.1 LPG gas bottle and fire extinguisher

At the Start of Rental We will supply:

- One LPG gas bottle
- One 2kg fire extinguisher

The LPG gas bottle is not supplied full on pick-up. A refill can be purchased from us for \$25.00 from the following Camperman depots – Cairns, Sydney, and Melbourne. The LPG gas bottle may be returned empty at the End of the Rental.

The LPG gas bottle must not be used in conjunction with any appliances (lamps, BBQs etc.) not provided by us. You are responsible for any Damage to Camperman property, including to the Campervan, caused by incorrect usage of the LPG gas bottle and gas fittings.

14.2 Fire Extinguisher

At the End of Rental, you will be charged the replacement cost, plus an Administrative Fee, if the fire extinguisher has been used.

ACCIDENTS, BREAKDOWNS, AND REPAIRS

 ***IMPORTANT NOTICE***

15.1 Breakdown

Twenty-four-hour roadside assistance by major Roadside Assist organisations is provided free of charge for breakdowns (but not for Accidents) and whilst we provide you with a Campervan of acceptable quality and in good working order breakdowns do occur.

If the Campervan breaks down during the Rental Period, you are legally required to contact us on the free Helpline 1800 216 223 immediately.

You are not to leave the vehicle unless approved by Camperman, you are liable for the vehicle and must not abandon it regardless if the vehicle was to breakdown and/or you were involved in an accident. you must contact us and follow our instructions.

Subject to the Australian Consumer Law, in cases where the breakdown is our responsibility, our liability is limited to refunding the downtime that the Campervan is in a repair shop and the time lost through not being able to drive the Campervan.

No alternative accommodation or food items will be paid for during such down time. However, you may choose between Camperman refunding for the lost time or paying for accommodation with a maximum of \$80 per night.

If you experience any issue during your hire, you must contact us immediately and give us the chance to rectify any issues before a compensation offer is made. if you are still on hire and send an email through seeking compensation you will be advised you must get the issue repaired.

In the event of a vehicle motor overheating and driven continually until it can no longer function, or any damage to the vehicle caused by user error, Camperman has the right under its Terms and Conditions to terminate the rental agreement immediately and to finalise and cancel further use of the vehicle at the hirer's expense. All towing, transport and repairs will be at the hirer's expense.

15.2 Refund for lost time

Any refund for on-road problems will be made at the End of the Rental only. Down time will be calculated in hours, not days, The repair time will be calculated, and the downtime will be offered via email and credited to the credit card on file once the compensation document has been returned completed.

Complaints are only discussed via email and at the end of the rental.

If you wish to make a complaint, please send an email through at the end of the rental only, the email will be reviewed and discussed with management and an offer may be sent to yourself. We cannot

guarantee how long a reply, or an offer may take as only management can make compensation offers and /or accept refunds but once the complaints team and management have discussed the email, you will receive a reply. There will be no additional offers of compensation for any delays.

15.3 Repairs:

Camperman's vehicles are always fully maintained and serviced. However, we recognise that occasional breakdowns and small problems will occur. Camperman Australia has a 27/7 agreement on breakdown with all the Major Roadside Service Organisations. Should serious problems be encountered, the hirer must inform Camperman at the first possible opportunity and follow Camperman's instructions. There is a Free call Helpline specifically for any problems – 1800 216 223.

15.4 Minor repairs

Minor repairs to mechanical items and oil consumption up to \$50 will be reimbursed but you must keep and provide us with the original tax invoices and receipts. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

You must inform Camperman before purchasing anything mechanical as we must note the file and advised if a follow inspection is required.

Please Note: It can often be difficult to carry out repairs during weekends and holiday periods and/or in remote areas due to limited opening times and/or spare parts. We hold no responsibility.

15.5 Battery

Should you request roadside assist because of a flat battery, and it is detected that the cause was due to your fault, you will be responsible for the \$110 callout fee incurred by the RACQ. If the fault with the battery is due to mechanical problems, there will be no charge.

15.6 Overheating

In the event of the Campervan motor overheating and being driven continually until it can no longer function, or any Damage to the Campervan caused recklessly by you or an Authorised Driver, we have the right to terminate the Rental Contract immediately and to finalise and cancel further use of the Campervan at your expense, including all towing, transport, and repairs.

15.7 No Responsibility

Subject to the Australian Consumer Law, we are not responsible for:

- (a) Replacing or compensating you for spoiled food caused by a fridge malfunction or meals purchased due to the lack of food storage.
- (b) Damage to your property caused by water due to leaks.
- (c) Pre-organised tours you have missed due to Campervan repairs or breakdowns, and we will not reimburse any non-refundable deposits or other associated costs incurred by you as a result.
- (d) Flights you have booked or missed.
- (e) Holiday plans that are disrupted
- (f) Loss of enjoyment
- (g) Addition Camp sites you have booked due to battery/power issues.
- (h) Booked accommodation you are unable to travel to
- (i) Loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics.
- (j) Consequential or economic loss

We are also not responsible for:

- (a) Damage as a result of use of the incorrect fuel type
- (b) Tyre changing
- (c) Lost, damaged keys, or remote-control device.
- (d) Keys or remote-control device locked in the Campervan.

Extra charges will apply if any of these services are provided at your request

Failure to allow Camperman to rectify any on road issues including breakdowns, leaking vans, faulty/broken parts on the van will result in no refunds. This will make Camperman not liable for refunding the hirer.

ACCIDENT REPORTING

IMPORTANT NOTICE

A breach of any part of this clause 15 is a Major Breach of the Rental Contract. See clause 16.5 for further details.

16.1 Accident reporting

If you or an Authorised Driver have an accident or if the Campervan is stolen, you legally must report the accident or theft to us within 24 hours of it occurring and fully complete an Accident/Theft report form or Camperman Australian may terminate your Rental Contract and you will be liable for the full damage charges as you have broken your rental agreement.

If the Campervan is stolen or if you or an Authorised Driver of the Campervan have an Accident where:

- (a) A person is injured.
- (b) The other party has failed to stop or leaves the scene of the Accident without exchanging details.
- (c) The other party appears to be under the influence of drugs or alcohol.

You or the Authorised Driver must also report the theft or Accident to the Police.

16.2 If You or an Authorised Driver has an Accident You and the Authorised Driver must:

- (a) Exchange names, addresses, contact details and email addresses with the other driver.
- (b) Take the registration numbers of all vehicles involved.
- (c) Take as many photos as is reasonable showing:
 - The position of the vehicles before they are moved for towing or salvage.
 - The Damage to the Campervan
 - The damage to any third-party vehicle or property
 - The general area where the accident occurred, including any road or traffic signs.

Forward all third-party correspondence or court documents to us within 7 days of receipt.

Co-operate with us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against you or us as a result of an accident, including attending:

- Our lawyer's office; or
- Any Court hearing.

16.3 You must not:

- (a) Make any admission of fault.
- (b) Promise to pay the other party's claim, or
- (c) Release the other party from any liability.

16.4 Consequences of a Major Breach of the Rental Contract

If You or any Authorised Driver:

- (a) Commit a Major Breach of the Rental Contract in a way that causes damage, theft of the Campervan or Third-Party Loss
- (b) Drive the Campervan in a reckless manner so that a substantial breach of road safety legislation, has occurred.

16.5 You and any Authorised Driver:

- (a) Have no Damage Cover in the Campervan
- (b) Are liable for all Damage, theft of the Campervan and Third-Party Loss
- (c) Are liable for and must pay any additional costs or expenses we incur as a direct consequence.
- (d) Acting reasonably, we may terminate the Rental Contract and take immediate possession of the Campervan if a breach of any part of clause 16.1 has occurred.

16.6 What classified as an accident:

In these Terms and Conditions, Accident means an unintended and unforeseen incident, including:

- (a) A collision between the Campervan and another vehicle or object, including animals and roadside infrastructure.
- (b) Rollovers
- (c) A weather event, including hail Damage.
- (d) that results in Damage or Third-Party Loss.

Authorised Driver means any driver of the Campervan who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

Campervan means the campervan described in the Rental Agreement and includes its parts, components, and accessories, including the GPS unit.

Damage means:

Any loss or damage to the Campervan including its parts, components, and accessories, including the GPS unit, that is not fair wear and tear.

- (a) Towing and salvage costs
- (b) Assessing fees
- (c) Claims administration fee
- (d) Loss of use

Any Damage to the windscreen, headlights, lights, or tyres that makes the Campervan unroadworthy is not fair wear and tear.

Damage Excess means the amount, including GST, up to which You must pay us in the event of an Accident or attempted theft that causes Damage, Third Party Loss or the Campervan has been stolen and not recovered.

End of the Rental means the date and time shown in the Rental Agreement or the date and time the Campervan is returned to us, whichever is the later.

GPS Tracking Device means a GPS or other device that is fitted to the Campervan that has electronic tracking capabilities to determine its location and other data including speed and fuel levels.

Loss of use means our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Campervan is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

16.7 Major Breach means a breach.

In any of the following clauses:

- (a) 2 (all parts);3 (all parts); 4 (all parts); 7.1, 7.2, 11.1, 11.2, 11.3, 13.1 that causes Damage, theft of the Campervan or Third Party Loss;
- (b) 15 and 16 (all parts) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim, or

Off Road means any area that is neither a sealed or an unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields, and paddocks.

16.8 Overhead Damage means:

- Damage at or above the level from the top of the front windscreen of the Campervan
- Third Party Loss

Caused by:

- (a) Contact between the part of the Campervan that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path.
- (b) Objects being placed on the roof of the Campervan.
- (c) You or any person standing or sitting on the roof of the Campervan.

Any damage caused to the overhead or underbody of the vehicle is not included in the insurance, the damage will need to be inspected and you will be liable for the full repair charges.

Rental Charges means the charges payable for renting the Campervan from us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Station means the location from which the Campervan has been hired from, as shown on the Rental Agreement.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

Security Bond means the amount of \$500 we collect from you at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental.

16.9 What is a Single Vehicle Accident

Single Vehicle Accident means an Accident where Damage is caused to the Campervan and you are the only vehicle involved, or when the Accident is with another vehicle, but you are unable to provide us with the other driver's details.

16.10 Examples of Single Vehicle Accidents include:

- (a) Collisions with trees, guideposts, or other roadside infrastructure, whether intentionally or not
- (b) Collisions with animals
- (c) Rollovers or overturning the Campervan.
- (d) Any other Damage done to the Campervan for any reason when no other vehicle is directly involved.

A Single Vehicle Accident carries an additional \$250.00 Security Bond that will be charged against the credit card on file at the time of the Accident.

Camperman Australia has authorisation to charge the provided card on file as soon as we are made aware of damage that has occurred to the van.

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

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

Underbody Damage means any damage to the Campervan caused by or resulting from contact between the underside of the Campervan and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

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

We, Us, Our, means Camperman Australia Group Pty Ltd ABN 26 108 103 206.

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Campervan from Us and whose name is shown in the Rental Agreement.

INTERPRETATION

 ***IMPORTANT NOTICE***

17.1 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- (a) Headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation.
- (b) Where you comprise two or more persons each is bound jointly and severally.

PRIVACY

 ***IMPORTANT NOTICE***

A breach of sub-clause 18.5 is a Major Breach of the Rental Contract. See clause 17 for further details.

18.1 Privacy

We are committed to respecting privacy and will not collect, use, or disclose your personal information were doing so would be contrary to law.

When we collect your personal information, we will do so only for the purpose of providing rental services to you. If you choose not to provide this information to us, we may not be able to provide those rental services to you.

We take reasonable steps to make sure your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification, or disclosure.

We may fit a GPS Tracking Device to the Campervan to enable us to track the Campervan when it is out of our possession. When you sign the Rental Agreement, you are authorising us to use the GPS Tracking Device to track the Campervan until it is returned to Us.

You must not tamper with the GPS Tracking Device or remove it from the Campervan.

RELOCATIONS

 ***IMPORTANT NOTICE***

19.1 Relocations

Relocations are subject to change or cancellation without notice at any point, we will notify you as soon as possible but we do not take responsibility or fault.

Minimum age for relocation drivers is 18 years of age.

A \$2000 pre-authorisation will be held for all Relocations as a security Bond. This is held by the card issuer (not Camperman)

An Administration charge of \$70.00 will be charged on all relocations and an additional \$55.00 if you wish to include linen for the relocation.

linen is packed per person and is inclusive of:

- Pillow
- Pillowcase
- Sheet
- Sleep bag or blanket (not optional)
- Towel

All Relocation Campervans will include cooking utensils free of charge.

If the Campervan is returned dirty you will be charged a \$75.00 cleaning fee.

You are welcome to use the kitchen equipment supplied but there is an additional \$55 fee for the linen provided. if the linen packs are used with-out paying the fee, you will be charged upon return.

If free fuel is included in the relocation (confirm with Camperman) receipts must be presented at drop off location and will be added to your file to be refunded with-in two weeks.

Should the vehicle breakdown during the relocation, Camperman can terminate the contract from that point on and we are not obliged to make further arrangements for yourself.

Cancellation fee of \$100 applies to all cancellations of relocations.

Compensation of any kind will not be paid on relocations under any circumstances.