Tourism Holdings Australia Pty Limited
ABN: 94 001 789 957

Australia

Rental Vehicle Agreement
Pick up from 01 April 2026 to 31 March 2027
Effective 25 September 2026

1 AGREEMENT

1.1 The contract between You and Tourism Holdings Australia Pty Ltd (***thl***) to rent the Vehicle consists of:
- (a) Customer Contract;
- (b) Rental Vehicle Agreement; and
- (c) Summary of Rental Conditions,

(collectively, this **Agreement**).

1.2 If there is any inconsistency between the various parts of this Agreement, the documents will prevail in the order set out in clause 1.1 (from the highest to lowest priority) to the extent of that inconsistency.

1.3 You have consumer rights conferred by the Australian Consumer Law and the *Australian Securities and Investments Commission Act 2001* (Cth) or the Corporations Act 2001 (Cth) and nothing in this Agreement excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other applicable laws.

1.4 ***thl*** reserves the right to refuse any rental on reasonable grounds.

2 RENTAL PERIOD AND CHANGES

2.1 We agree to rent the Vehicle to You for the Rental Period in exchange for the Rental Charges.

2.2 If, during the Rental Period, You wish to change the Return Location and/or extend the Rental Period, You must obtain ***thl***'s prior written approval. Subject to the change of the Return Location being approved, an additional charge of up to AU$750 including GST will apply. ***thl*** may withhold its approval for any reason, including due to availability of the Vehicle.

2.3 The extra cost of an extended rental must be paid by Credit Card over the telephone or at a ***thl*** Branch immediately on confirmation of the rental extension. The additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension.

2.4 Minimum rental periods apply. If You wish to rent a vehicle for less than the minimum rental period applicable at the time of booking, and ***thl*** agrees, the daily charge will be the number of hire days in the minimum rental period multiplied by the applicable daily rental rate. Minimum rental periods are subject to change.

3 VEHICLE COLLECTION AND RETURN

3.1 When collecting the Vehicle, You must:
- (a) inspect the Vehicle; and
- (b) record all existing damage to the Vehicle in the Vehicle Condition Report. Subject to clauses 21.6 and 24, any damage which has not been noted on the Vehicle Condition Report will constitute Loss or Damage which has occurred subsequent to the commencement of this Agreement for which You will be charged, unless it is a result of ***thl's*** negligence or wilful act or omission.

3.2 To the extent possible, ***thl*** will endeavour to supply the vehicle category selected. If the vehicle You booked is unavailable, ***thl*** reserves the right to substitute an alternative vehicle of equal or better quality which has the same features as the Vehicle booked. You may choose to accept or refuse the substitution offered at the time of pick-up. Substitution of the Vehicle will not cause a change in applicable daily rental rate/s.

3.3 You will not be entitled to a refund, unless otherwise agreed, if You:
- (a) decide to rent a Vehicle of a lesser class than the one booked after Your booking has been confirmed; or
- (b) collect the Vehicle late.

3.4 You must return the Vehicle:
- (a) to the Return Location by the Return Time;
- (b) without alternation or addition and in the same condition that it was in when it was provided to You (except for ordinary wear and tear), as noted on the Vehicle Condition Report; and
- (c) together with all tools, tyres, accessories and equipment provided with the Vehicle.

3.5 If You fail to return the Vehicle by the Return Time, ***thl*** may report the Vehicle as stolen.

3.6 Subject to clause 3.10, if You return the Vehicle:
- (a) after the Return Time without ***thl***'s prior written consent, You will be charged a late fee of $150 including GST; or
- (b) to a different location to the Return Location, we may charge You for:
  - (i) costs associated with transporting or towing the Vehicle to the Return Location; and
  - (ii) a relocation charge of up to $750 including GST.

3.7 Public holidays:
- (a) All ***thl*** depots are closed on Christmas Day, New Year's Day, Good Friday and Australia Day public holidays.
- (b) An additional fee of $125 including GST will apply to all rentals picked up and/or dropped off on public holidays dates defined on the Summary of Rental Conditions.

3.8 If You attempt to return the Vehicle to the Return Location after the Return Time and the Return Location is not open for business at the time You return the Vehicle:

(a) the Vehicle will be deemed to have been returned at the time when that Return Location next opens for business;

(b) the Rental Period continues until that time;

(c) You remain fully responsible for the Vehicle, unless other arrangements have been agreed to in writing by ***thl***; and

(d) You will be charged:

(i) the then current daily rental charge for the Vehicle for each 24-hour period or part thereof until the Vehicle is returned;

(ii) the then current daily rate charge applicable to Your chosen Reduction Option; and

(iii) a late return fee of AU$150 including GST.

3.9 If the odometer is deliberately broken or otherwise tampered with during the Rental Period, You must pay any costs associated with repairing or replacing the odometer.

3.10 If You are unable to return the Vehicle to the Return Location by the Return Time due to road closures caused by cyclones, bushfires, flash floods and other acts of God, ***thl*** will use commercially reasonable efforts to accommodate delays and/or non-vehicle returns to Return Locations for these events.

3.11 Following pick-up of the Vehicle, You should notify ***thl*** should You choose to return the Vehicle early. You will not be entitled to a refund of the unused portion of the Rental Period which falls within the first 60 days following giving notice to ***thl***, unless the situation is a result of ***thl'***s negligence or wilful act or omission. Nothing in this clause is intended to limit Australian Consumer Law.

4 DRIVERS

4.1 You acknowledge and agree that:

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

(b) You must not, and must take reasonable steps to ensure that each Authorised Driver does not, refuse or fail to take any blood analysis, breath test or drug impairment assessment requested by the police or as required by law; and

(c) You and each Authorised Driver:

(i) are 18 years of age or older where the Vehicle booked is a Cheapa Hitop or Endeavour, a MightyLITE HiLITE or DeLITE or a Mighty Highball or Double Down;

(ii) are 21 years of age or older;

(iii) have not given a false name, age, address or driver's licence detail;

(iv) hold a current and valid licence (not being a learner's, provisional or probationary licence) to drive vehicles of the same class as the Vehicle;

(v) have not had Your driver's licence cancelled or suspended within the last three years.

4.2 An extra driver fee applies for each additional driver's licence added to the rental agreement except where the Value Pack, Platinum Pack or the Extra Driver/Renter ancillary has been purchased and it applies.

5 USE OF VEHICLE

5.1 You must not:

(a) operate the Vehicle:

(i) whilst intoxicated or under the influence of drugs or alcohol, or with a blood alcohol content or drug concentration that exceeds the legal limit set by law in the state or territory where the Vehicle is driven; or

(ii) in a dangerous, wilful or reckless manner; or

(iii) whilst the Vehicle is unsafe or in an unroadworthy condition unless directed by a government authority; or

(b) use the Vehicle:

(i) for any illegal purpose;

(ii) in any area where applicable travel restrictions of clause 14 of this Agreement apply unless authorised by ***thl*** in writing;

(iii) for carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials, fuel or generators;

(iv) for pushing or towing any Vehicle, trailer, boat or other object;

(v) for carrying any greater load and/or more persons and/or for a purpose for which the Vehicle is not designed and constructed;

(vi) for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;

(vii) for illicit drug use or carrying illegal substances, product or drug paraphernalia;

(viii) for commercial purposes or financial gain;

(ix) for carrying passengers when You, any Joint Renter or Authorised Driver are not appropriately licensed; or

(x) for subletting or hiring the Vehicle to any other person;

(c) smoke or vape in or within 5 metres of the Vehicle;
(d) modify or make any alteration to the Vehicle;
(e) damage the Vehicle deliberately or recklessly or allow anyone else to do so; or
(f) sell, rent, lease or dispose of the Vehicle.

5.2 You must:
(a) keep the Vehicle locked when not in use and keep the keys in Your possession; and
(b) take reasonable care of the Vehicle and drive the Vehicle in a safe and legal manner.

6 RENTAL CHARGES AND PAYMENTS

6.1 At the start of the Rental Period, You must provide ***thl*** with an acceptable credit card or debit card (**Customer Card**).

6.2 ***thl*** accepts Visa, MasterCard and American Express.

6.3 You authorise ***thl*** (acting reasonably) to charge the Customer Card for:
(a) the Rental Charges specified in Customer Contract; and
(b) any other amounts You owe ***thl*** under this Agreement.

6.4 If any additional Rental Charges are incurred or charged after the Rental Period (for example, tolls or infringement notices received after the Rental Period), ***thl*** will charge the Customer Card with prior notification (where You have provided a valid email address). You acknowledge that this clause is reasonably necessary for ***thl*** to protect its interests.

6.5 If You wish to dispute any amounts charged to the Customer Card, please contact us on: Customer.CareAU@thlonline.com.

6.6 All amounts due under this Agreement must be paid in Australian Dollars. Cash payments will not be accepted in any circumstances.

6.7 If You book through a third party or otherwise direct ***thl*** to bill the charges to some other person and such other party fails to make a payment when due, You will immediately pay the full amount due to ***thl*** on demand. If any Rental Charges remain unpaid immediately before the start of the Rental Period, ***thl*** may refuse to release the Vehicle and cancel the rental.

6.8 If You wish to pay Rental Charges by bank transfer, these must be received by ***thl*** at least 30 days prior to commencement of the Rental Period. Bank transfers are not acceptable as the Liability Deposit.

6.9 Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against the Customer Card and the amount refunded at the expiration of the Rental Period. Any such variation does not entitle You to a refund.

6.10 Refunds by credit card including liability deposit refunds can take up to 14 business days depending on the terms and conditions adopted by Your nominated financial institution.

7 FINES, INFRINGEMENTS, TOLLS AND LEGAL ACTIONS

7.1 You are liable for and must pay for all:
(a) fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds;
(b) speeding and traffic fines, infringements and penalties arising from the use of the Vehicle;
(c) costs and expenses ***thl*** incurs arising from the use of the Vehicle on toll roads; and
(d) court fees or costs arising from the above.

7.2 If ***thl*** receives a notice from any regulatory authority in relation to any tolls incurred during the Rental Period, ***thl*** will pay the toll and, with prior notification, You agree and authorise ***thl*** to charge the Customer Card for the toll amount. An administration fee of up to $1.70 including GST per toll charge will apply.

7.3 If ***thl*** receives a notice from any regulatory or enforcement authority in relation to any fines, infringements and penalties in relation to the Vehicle during the Rental Period, ***thl*** will supply Your details to any regulatory or enforcement authority to enable the enforcement authority to issue the infringement notice and any reminder notice directly to You as soon as practicable, in which case an administrative fee of up to $50 including GST may apply.

7.4 If any regulatory or enforcement authority requires further information to enable the enforcement authority to issue the infringement notice and any reminder notice to You, You will actively assist ***thl*** and promptly respond to the enforcement authority with any reasonable requests for information.

7.5 If ***thl*** is unsuccessful in making reasonable attempts in issuing the infringement notice to You, and ***thl*** is required to pay any amount for which You are liable pursuant to clause 7.1, You must pay ***thl*** that amount, together with an administrative fee of up to $50 including GST per charge, fine or infringement.

7.6 With prior notification, You agree and authorise ***thl*** to charge the Customer Card for the full amount ***thl*** paid in accordance with clause 7.5. You acknowledge that this clause is reasonably necessary for ***thl*** to protect its interests.

7.7 You must:
(a) immediately upon receipt, provide ***thl*** with every summons, complaint or paper in relation to any accident or loss involving the Vehicle; and
(b) make yourself available to assist ***thl*** in any legal actions mentioned in this Agreement that may arise out of Your hire of the Vehicle.

8 CONDITIONAL UPON PAYMENT

8.1 This clause 8 applies if the rental was arranged on Your behalf by a travel agent or travel wholesaler (each, an **Agent**).

8.2 You agree that this Agreement is conditional upon ***thl*** being paid by the Agent.

8.3 You remain liable for all Rental Charges and must pay ***thl*** any shortfall in the amount paid by the Agent to ***thl*** in accordance with this Agreement.

9 FUEL

9.1 The Vehicle must be returned with the amount of fuel, including Adblue, equal to that recorded at the start of the Rental Period. If the Vehicle is returned with less fuel, the difference will be charged to You at a rate of $5.00 including GST per litre (which includes a service component). If the Vehicle is returned with less Adblue, the difference will be charged to You at a rate of $2.25 including GST per litre (which includes a service component).

9.2 You must:

(a) only use the fuel type specified by the manufacturer of the Vehicle; and

(b) not use any bio-diesel, ethanol or any organic hybrid fuel (except for E10, which is acceptable).

9.3 You will be liable for any costs associated with Loss or Damage to the Vehicle caused by Your use of the wrong fuel.

10 VEHICLE AND EXTRAS CLEANING

10.1 Vehicles and any purchased extra items must be returned in a reasonable state of cleanliness, completely free of mud, rubbish and pet hair.

10.2 If applicable, the toilet and waste water tank must both be returned empty or a $299 including GST cleaning fee will be charged to You in respect to each tank.

10.3 A cleaning fee up to $299 including GST will be charged if the vehicle is returned in an unreasonable state of cleanliness and/or should the vehicle need deodorising as a result of smoking.

10.4 A pet cleaning fee of $325 including GST will apply in relation to additional cleaning of the Vehicle where You travel with pets during the Rental Period. This excludes service animals.

11 CONDITIONS FOR SPECIFIC LOCATIONS

11.1 An additional remote location fee of AU$900 including GST per hire applies to all Vehicles being picked up or dropped off in Broome. Only one remote location fee is charged per vehicle. This fee is:

(a) in addition to any one-way fee if applicable under clause 12; and

(b) will be charged at the time of booking except in the case of a change in drop-off destination occurs in accordance with clause 2.2 in which case this fee will be charged at the time that change is made.

11.2 A pick up fee of AU$125 including GST per hire will apply to all Vehicles picking up in Hobart in addition to any one-way fee if applicable under clause 12.

12 ONE-WAY RENTALS

12.1 One-way rentals are subject to one-way fees that are additional to any other fees that may apply. The One-Way fee will be charged to the Customer Card at the time of booking except in the case of a change in drop-off destination in which case the One-Way fee will be charged at the time that change is made.

12.2 A One-Way fee of AU$200 including GST applies where Vehicle collection originates from Cairns, Brisbane, Sydney, Melbourne, Hobart or Adelaide and does not return to the same city of departure returns to one of these locations.

12.3 A One-Way fee of AU$300 including GST applies where Vehicle collection originates from Darwin, Broome, Alice Springs or Perth and does not return to the same city of departure returns to one of these locations.

13 KILOMETRE ALLOWANCE

13.1 All 2WD Vehicles have unlimited kilometres included per rental day.

13.2 All 4WD Vehicles have 300 kilometres included per rental day. Thereafter a charge of $0.55 including GST per kilometre may apply except if You have purchased the Value Pack Option, Platinum Pack Option or the Unlimited kilometre pack and it applies.

14 TRAVEL RESTRICTIONS

14.1 If the Vehicle is a two-wheel drive campervans or motorhome, You must, and must ensure that each Authorised Driver does not operate the Vehicle:

(a) in the areas listed under the 'Prohibited' column in Table A below; and

(b) in the areas listed under the 'Restricted' column in Table A below, unless ***thl*** provides prior written consent prior to travel, in which case, clause 14.3 of this Agreement applies.

Table A: 2WD Restrictions

State/Territory	Restricted	Prohibited
All/various	Any island with access via ferry	Unsealed roads longer than 12km, all ski access roads from 01 June to 30 September, any Beaches, Old Gunbarrel Hwy, Great Central Road

Queensland	North of the Laura/Cooktown, North Stradbroke Island and Magnetic Island	Fraser Island, Moreton Island, Cape York, between the months of December to May, Old Telegraph Track section of the road to Cape York
South Australia	Kangaroo Island	
Tasmania	Bruny Island	All MightyLITE vehicles
Western Australia		Canning Stock Route, Nanutarra Road (unsealed shortcut to Tom Price), Karijini National Park (unsealed road sections)
Northern Territory		Lost City in Litchfield Park, Boggy Hole (Finke Gorge National Park), Ghan Heritage Road (from Titjikala to Finke), Gunlom Area, Gubara, Shady Camp, Old Jim Jim Road, Jim Jim Falls, Twin Falls, Mereenie Loop Road (unsealed section), Ernst Giles Road, Old South Road, Crab Claw Road and Gimbat Road

14.2 If the Vehicle is a four-wheel drive vehicle, You must, and must ensure that each Authorised Driver:

(a) operates the Vehicle in 2WD mode on sealed roads; and

(b) does not operate the Vehicle:

(i) in the areas listed under the 'Prohibited' column in Table B below; and

(ii) in the areas listed under the 'Restricted' column in Table B below, unless ***thl*** provides prior written consent prior to travel, in which case, clause 14.3 of this Agreement applies.

Table B: 4WD Restrictions

State/Territory	Restricted	Prohibited
All/various	Any islands with access via ferry, any remote unsealed roads (not already listed), Simpson Desert, Gunbarrel Highway, Tanami Track, Savannah Way from Normanton to Borroloola, Sandover Highway	Any Beaches
Queensland*	Burke Development Road from Chillagoe to Normanton, Cape York between 1 June to 30 November (North of Laura/Cooktown), Bloomfield track	Fraser Island, Moreton Island, Old Telegraph Track section of the road to Cape York, CREB Track, Cape York between 1 December to 31 May, Starcke Track, Frenchman Track
South Australia	Oodnadatta Track, Strzelecki Track, Birdsville Track	
Tasmania	Tasmania	
Western Australia	Bungle Bungles, Gibb River Road, Kalumburu Road, Mitchell Falls/ Plateau, Goldfields Highway (Wiluna to Meekatharra), Marble Bar Road (Newman to Marble Bar), Ripon Hills Road (Marble Bar to Telfer), Lissadell Road (Warmun to Argyle Diamond Mine) and Duncan Road (Victoria Highway NT side to Halls Creek)	Old Gunbarrel Highway, Canning Stock Route
Northern Territory	Arnhem Land, Larapinta Road between Hermannsburg and Petermann, Plenty Highway Southern Lost City (Limmen National Park), Western Lost City (Limmen National Park), Finke Road (between Alice Springs and Oodnadatta), Chambers Pillar	Boggy Hole (Finke Gorge National Park), Ghan Heritage Road (from Titjikala to Finke), Central Arnhem Road (past Beswick), Old South Road from Maryvale to Finke

14.3 In the event of an accident or breakdown in an area outlined in clauses 14.1 or 14.2 of this Agreement, You will be liable to pay any salvage, towing and/or recovery costs to the nearest ***thl*** branch (except where a Reduction Option has been purchased and applies) and no replacement vehicle will be provided under any circumstances.

14.4 ***thl*** may notify You of additional travel restrictions for any reason including adverse road or weather conditions either at the time of collection or by email if an update occurs after the Rental Period has started.

15 SEAT BELTS AND CHILD RESTRAINTS

15.1 You must comply with, and ensure that all passengers in the Vehicle comply with, all laws regarding seat belts and child restraints.

15.2 ***thl*** gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle and You accept full responsibility for the fitting and suitability of any such restraints fitted.

16 VEHICLE MAINTENANCE

16.1 You must report to ***thl*** as soon as possible, where the oil is above or below the recommended level or the warning indication light is illuminated.

16.2 You must add water/coolant to the cooling system and an appropriate Australian Society of Automotive Engineers rated oil for petrol or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum.

16.3 You agree to maintain the Vehicle in these conditions and acknowledge that any mechanical damage occasioned as a result of Your failure to maintain the Vehicle in accordance with this clause must be paid by You.

17 BREAKDOWNS AND REPAIRS

17.1 If:

(a) a dashboard warning light or fault message appears;

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

(c) the Vehicle or any equipment experiences a fault, failure or breakdown during the Rental Period,

You must:

(d) notify ***thl*** as soon as practicable; and

(e) not use the Vehicle unless ***thl*** or a government authority authorises You to do so.

17.2 If You fail to notify ***thl*** and continue to use the Vehicle, You will be responsible for Loss or Damage resulting from such use and any cost incurred in You traveling to a ***thl*** depot is Your responsibility unless it is a result of ***thl***'s negligence or wilful act or omission.

17.3 If the Vehicle cannot be driven as a result of a breakdown, ***thl*** will refund an amount equal to the Rental Charges applicable during the time that the Vehicle was not available for use. Subject to availability, ***thl*** will provide a replacement vehicle.

17.4 You must not let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless We have given You Our prior authority.

17.5 If repairs are required to the Vehicle and such repairs:

(a) cost less than $100 including GST, You may proceed with such repairs without ***thl***'s prior approval; and

(b) cost $100 or more including GST, You must obtain ***thl***'s prior written approval before letting anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it.

17.6 You must keep and produce to ***thl*** the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by ***thl*** (unless the amount is less than $100 including GST). Any entitlement to reimbursement is subject to there being no Substantial Breach.

17.7 You acknowledge and agree that:

(a) the failure of accessories such as air-conditioners, awnings, televisions, microwaves, stove and grill, water pump, camping kit items, shower and toilet, refrigerators and radios does not constitute a breakdown and no amount is payable by ***thl*** to You;

(b) ***thl*** is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Vehicle or as a result of any accident unless it is a result of ***thl's*** negligence or wilful act or omission;

(c) ***thl*** is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes; and

(d) 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.

17.8 If You request roadside assistance to assist with a circumstance arising due to negligence or wilful misconduct by You or an Authorised Driver (for example, keys being locked in the Vehicle or flat batteries caused by lights having been left on), You may be charged the cost of such roadside assistance (unless the roadside assistance is required due to ***thl***'s negligence or wilful act or omission).

18 TYRES AND WINDSCREENS

18.1 You must obtain ***thl***'s prior written approval to replace any tyres or windscreens.

18.2 You are responsible for replacing damaged tyres (for example, blowouts, punctures, sidewall damage, tyre staking etc.) unless caused by normal wear and tear or the actions of a third party where the details of that third party are provided or the actions of ***thl*** or where You have purchased a Reduction Option and it applies.

18.3 You must maintain tyre pressures as per the Vehicle manufacturer's manual and You must only purchase new steel radial tyres of the same size and ply rating as are fitted to the Vehicle. If You purchase tyres of a different size or ply rating ***thl*** will not refund You for the purchase cost.

19 ACCIDENTS

19.1 In the event of an accident, You must:

(a) record the Time/Date/Location;

(b) take reasonable steps to record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle;

(c) take reasonable steps to record the name of the other party's insurance company;

(d) take reasonable steps to not admit liability;

(e) take reasonable steps to notify the nearest police station as soon as practicable;

(f) notify ***thl*** by phone or email within 24 hours of the accident

19.2 In the event of an accident, the towing and retrieval of the Vehicle to the closest ***thl*** depot is at Your expense up to the amount of Your Liability Reduction where it applies or for the full amount where it does not apply. There is no refund for monies paid for the unused portion of the rental period unless it is a result of ***thl's*** negligence or wilful act or omission.

19.3 In the event of an accident in which there is Loss or Damage to the Vehicle, the availability of a replacement Vehicle is not guaranteed and its provision is subject to availability, Your location, remaining hire duration and whether the accident was the result of a Substantial Breach. Additional charges may be incurred.

19.4 If a replacement Vehicle is required as a result of an accident:

(a) You are responsible for making Your own way to the nearest ***thl*** Branch or pickup location at Your own cost unless it is a result of ***thl's*** negligence or wilful act or omission;

(b) ***thl*** may offer You the option of paying a "Replacement Vehicle Relocation Fee" to send a driver to deliver the replacement vehicle to Your location; and

(c) You must pay for any costs relating to delivery of a replacement Vehicle as a result of any vehicle accident unless it is a result of ***thl's*** negligence or wilful act or omission. This charge applies irrespective of any Reduction Option taken.

20 PERSONAL INJURY

20.1 The Vehicle is provided with third party personal injury insurance cover.

20.2 Depending on the circumstances of the accident, You may be entitled to claim for Your personal injury against the third party personal injury insurance of the party which is responsible for the accident. Details of the third party personal injury insurer for the Vehicle are set out in the registration details of the Vehicle.

21 PROPERTY LOSS AND DAMAGE

21.1 You are responsible for and must pay up to the amount of the applicable Liability Reduction set out in Customer Contract for Loss or Damage to the Vehicle and for damage to third party property unless it is a result of ***thl's*** negligence or wilful act or omission.

21.2 Regardless of whether cover is extended to You by ***thl***'s insurer, You will remain responsible for the costs of demurrage for the period the Vehicle is unavailable due to repairs up to the amount of the chosen Liability Reduction Option (and it applies). Any demurrage recovered from any negligent third party will be refunded to You upon its recovery.

21.3 The Liability Reduction applies in respect of each claim, not per rental.

21.4 In the event of a claim, ***thl*** requires that You pay a second liability deposit equivalent to the applicable liability if You are continuing with the rental.

21.5 The Liability Reduction is applicable regardless of who is at fault and must be paid at the time the accident/incident is reported to ***thl***, not at the completion of the rental period.

21.6 ***thl*** is not liable for any personal belongings left in the Vehicle which are damaged, stolen or lost. ***thl*** recommends that You do not leave items of value in the Vehicle and that You take out Your own Personal Travel Insurance.

22 LIABILITY REDUCTION AND ADDITIONAL COVER OPTIONS

The Low Road – Basic Standard Liability Option

22.1 ***thl***'s rental charge includes the following standard Liability Reduction and liability deposit:

THE LOW ROAD – Basic Standard Liability		
Vehicle Booked	**Liability / Liability Deposit**	**Payment**
MightyLITE HiLITE and DeLITE; Cheapa Hitop and Endeavour Camper; Mighty Highball and Double Down	$3,500 incl GST	Charge
Apollo Hitop and Endeavour; Britz HiTop and Voyager; Cheapa 2 Berth, 4 Berth, 6 Berth; Mighty Deuce, Deuce Plus, Double Up and Big Six	$5,000 incl GST	Charge
All other 2WD Campers	$7,500 incl GST	Charge
All 4WD vehicles	$8,000 incl GST	Charge

The liability deposit will be collected from You, by ***thl*** debiting Your Credit Card, at the time of You signing this Agreement. The liability deposit is payable at pick-up by Credit Card and cannot be paid with a pre-paid card, cash or bank transfer.

22.2 You may reduce Your liability and liability deposit by purchasing a liability reduction. The total liability Option charge is limited to a maximum of 50 days and a minimum payable per segment is equivalent to a 10 day charge for the Platinum Pack Option or the minimum rental period applicable for Your rental for all other options.

The High Road

22.3 You may purchase a Liability Reduction Option at a per day cost and this will reduce your liability and liability deposit amounts subject to clauses 25.2 of this Agreement:

THE HIGH ROAD			
Vehicle Booked	**Liability**	**Liability Deposit**	**Payment**
All 2WD Campers	$0 incl GST	-	-
All 4WD vehicles	$750 incl GST	$750	Charge

The liability deposit will be collected from You, by ***thl*** debiting Your Credit Card, at the time of You signing this Agreement. The liability deposit is payable at pick-up by Credit Card and cannot be paid with a pre-paid card, cash or bank transfer.

4WD Liability Reduction

22.4 The 4WD Liability Reduction is only available for purchase with 4WD Camper hires and when the High Road Reduction Option or Value Pack Option has been purchased. It is included in the Platinum Pack Option. Subject to clauses 25.2 and 17 of this Agreement the 4WD Liability Reduction extends the cover available for 4WD Campers to include $0 liability ($0 liability deposit).

22.5 This additional cover option does not cover bogged RVs.

Extended Roadside Assistance

22.6 Extended Roadside Assistance will cover You for opening RV on lock out, jump start, flat tyre change using spare located in the RV. Up to 20 litres fuel delivery and call out costs or towing up to AU$500.00.

Windscreen and Tyre Protection

22.7 Windscreen and Tyre Protection will cover You for 1 windscreen replacement or up to 3 stonechip repairs, 2 tyre replacements.

Value Pack Option – 2WD

22.8 Value Pack Option includes the High Road.

Value Pack Option – 4WD

22.9 Value Pack Option includes the High Road.

Platinum Pack Option – 2WD

22.10 Platinum Pack Option includes the High Road, Windscreen and Tyre Protection, Extended Roadside Assistance.

Platinum Pack Option – 4WD

22.11 Platinum Pack Option includes the High Road, 4WD Liability Reduction, Windscreen and Tyre Protection, Extended Roadside Assistance.

23 LIABILITY DEPOSIT AND LIABILITY DEPOSIT PAYMENT CONSENT

23.1 You hereby give Your permission and express consent for ***thl*** to deduct Your liability deposit from the nominated account which is applicable subject to the terms and conditions in this Agreement.

23.2 The liability deposit is payable at pick-up by credit card or VISA/Mastercard debit card and cannot be paid with a pre-paid card, cash or bank transfer.

23.3 The credit card holder must be present and be able to sign for the liability deposit upon collection of the Vehicle.

23.4 The credit card holder is jointly and severally liable for any damage to the Vehicle.

23.5 The liability deposit is fully refundable when the Vehicle is returned to the correct location on time, is full of fuel, with no damage (which did not exist at the time of collection or unless ***thl*** caused or contributed to the damage) and all other terms of this Agreement have been complied with.

23.6 If there is Loss or Damage to the Vehicle, the liability deposit will be used to cover the cost of such damage up to the amount of the relevant Liability Reduction except where there has been no breach in contract and it is determined by the relevant insurance company that You were not at fault.

23.7 However, if there is a Substantial Breach and the liability deposit is insufficient to cover the Loss and Damage then any extra cost will be charged to You.

23.8 Credit card refunds including liability deposit refunds may take up to 14 business days depending on Your financial institution.

23.9 Liability deposit Roll Overs are permitted for ***thl*** multi hires within the same country when the liability deposit is banked.

24 DAMAGE LIABILITY REDUCTION

24.1 Subject to this Agreement, You will receive the benefit of ***thl***'s insurance with its insurer for Loss or Damage of the Vehicle and damage to any third-party property, except:

(a) For any property owned by You (or any friend, relative, associate or passenger); or

(b) For any property in Your physical or legal control, provided

(i) You have paid the minimum Liability Reduction set out in Customer Contract;

(ii) there has not been a Substantial Breach and You have not caused any other person to have acted in a manner which is a Substantial Breach;
(iii) You are not covered under any other policy of insurance; and
(iv) You have provided such information and assistance as may be requested by ***thl***'s Claims department and or its insurer.

24.2 If cover is extended to You by ***thl***'s insurer:
(a) You authorise ***thl***'s insurer, at its sole discretion, to defend or settle any legal proceedings;
(b) ***thl***'s insurer has the sole conduct of any proceedings; and
(c) any such proceedings shall be brought or defended in Your name or the name of the Joint Renter.

25 DAMAGE LIABILITY EXCLUSION

25.1 Notwithstanding any other clause of this Agreement, if You commit a Substantial Breach, You will:
(a) be liable for any of the following resulting from such breach:
(i) Loss or Damage to the Vehicle, and
(ii) damage to third party property or personal injury or death; and
(b) have no entitlement to the benefit of ***thl***'s insurance under this Agreement, irrespective of the liability cover, reduction or option purchased.

25.2 You acknowledge and agree that You are responsible for all costs incurred in relation to the following:
(a) replacing keys that have been lost, damaged or stolen;
(b) Loss or Damage to the Vehicle due to:
(i) Your wilful or reckless action, including:
(A) damage caused by falling asleep whilst driving; and
(B) sitting or standing on the bonnet or roof of the Vehicle;
(ii) loading and unloading (fair wear and tear excepted);
(iii) the Vehicle being left unlocked, the keys being left in the Vehicle;
(iv) the Vehicle coming in to contact with water, resulting in:
(v) Any 2WD Vehicle being submerged or partially immersed in any water
(vi) Any 4WD Vehicle being submerged, partially immersed or brought in to contact with any salt water;
(vii) Any 4WD Vehicle being submerged or partially immersed in any fresh water deeper than 30 centimetres or above the height of the driveline, whichever is lower.
(viii) Your failure to maintain all fluid, fuel and oil levels of the Vehicle or a failure to immediately rectify or report to ***thl*** any defect in the Vehicle of which You become or ought to have become aware;
(ix) the wrong fuel type or contaminated fuel was used or where water or AdBlue being put in the fuel tank;
(x) fuel or other contaminants such as Adblue being put in the water tank;
(xi) if the Vehicle is a 4WD, is driven in 4WD mode on sealed roads;
(xii) incorrect use of snow chains;
(xiii) driving with the handbrake on;
(c) Loss or Damage to the Vehicle while it is being:
(i) transported over water; or
(ii) loaded or unloaded on a watercraft and/or tow truck;
(d) damage to the tyres, excluding normal wear and tear, except where You have purchased an Additional Cover or 4WD Additional Cover and it applies;
(e) damage to the windscreen of the Vehicle, except where You have purchased a Reduction Option and it applies;
(f) damage to the awning of a 4WD Vehicle, except where You have purchased a Reduction Option and it applies
(g) damage to the interior of the Vehicle, except where there is a collision with another vehicle;
(h) recovering (including towing) the Vehicle if it is bogged;
(i) the Vehicle running out of fuel;
(j) loss of the fuel, oil or water caps and items in the convenience and/or camping kits; or
(k) Loss or Damage to personal property owned by You or others left in the Vehicle, or which is received, handled or stored by ***thl*** at any time before, during or after the Rental Period, except to the extent caused by ***thl***'s negligence.

26 *thl* RESPONSIBILITIES AND DISCLAIMERS

26.1 ***thl*** will provide a Vehicle that is of acceptable quality and in good working order for the Rental Period.

26.2 If the Vehicle breaks down during the Rental Period because of ***thl***'s negligence, ***thl*** will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired, ***thl*** will use its best endeavours subject to availability to provide a replacement Vehicle of an equivalent size and standard to the previous Vehicle for the remainder of the Rental Period.

26.3 Subject to the Australian Consumer Law, ***thl*** is only responsible for any direct loss You suffer as a result of ***thl***'s breach of this Agreement. ***thl*** is not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.

26.4 You acknowledge and agree that:

(a) ***thl*** has not in any way represented itself to You as an entity carrying on the business of insurance; and

(b) ***thl***'s brochures, websites and other advertising material contain only representations of its vehicles, and such pictures, illustrations, descriptions and measurements of the vehicles may be different to the Vehicle offered to You due to modifications and/or upgrades.

26.5 To the extent permitted by applicable law and without limiting clause 26.6, if ***thl*** is unable to provide services because of circumstances beyond its control for a rental where cancellation fees would apply or for a rental which has already commenced, ***thl*** will provide You with a credit for the value of the non-refundable part of any unused hire charges and fees. ***thl*** may deduct a reasonable service fee from the credit amount to cover administration costs or vehicle recovery costs. Credits will be valid for 36 months from the date on which ***thl*** advises that it cannot fulfil the rental as originally booked.

26.6 You and ***thl*** acknowledge and agree that, if ***thl*** is unable to provide services because of circumstances beyond its control as set out clause 26.5, this will not constitute impossibility of performance or frustration of this Agreement and that in such circumstances, clause 26.5 will apply instead of Part 3.2 of the Australian Consumer Law and/or the relevant Fair Trading Act of each state, as applicable.

26.7 The following non-exhaustive list contains examples of circumstances that may be beyond ***thl***'s control for the purpose of clause 26.5: a weather event, natural disaster (including earthquake, tsunami, volcanic eruption or wild fire), public health event (including epidemic / pandemic), strike, terrorist act, governmental, regional or local authority restrictions, change in law.

26.8 To the extent permitted by law, You irrevocably release ***thl***, its employees and agents for any loss or damage incurred by You relating to Your rental, possession of the Vehicle to the extent it is caused or increased by You.

26.9 Nothing in this Agreement is intended to limit Your rights under the *Competition and Consumer Act 2010* (Cth), the Australian Consumer Law and any other applicable law which cannot be excluded or under which liability cannot be limited, which shall prevail over the terms of this Agreement in the event (and to the extent) of any inconsistency.

27 TITLE TO VEHICLE

27.1 You acknowledge and agree that:

(a) the Vehicle is the sole property of ***thl***;

(b) this Agreement creates a bailment between ***thl*** and You in respect of the Vehicle and Your interest in the Vehicle is as a bailee only; and

(c) nothing contained in this Agreement shall be construed as granting or entitling You to any ownership right or any other inconsistent proprietary right in or to the Vehicle.

27.2 You must not to part with possession, sell, lease, dispose of, encumber or assign any right or interest in the Vehicle and not create any security interest or any lien over the Vehicle (including in respect of repairs) other than security interests granted in favour of ***thl***.

27.3 ***thl*** may take possession of the Vehicle without prior demand to You, and at Your expense, if there has been a Substantial Breach of this Agreement. In such circumstances, You irrevocably authorise ***thl***, its employees and agents to enter any property where the Vehicle is situated.

28 SATELLITE SAFETY BEACON

28.1 If You are supplied with a 'Satellite Safety Beacon', You must only activate it in life threatening emergency situations to alert the rescue authorities.

28.2 You acknowledge and agree that any costs or penalties incurred due to the activation of a 'Satellite Safety Beacon', including as a result of deliberate misuse, are a matter strictly between You and the relevant authority.

29 ELECTRONIC TRACKING

29.1 ***thl*** may use Global Positioning System (GPS) tracking or other electronic tools (tracking device) to enable the geographical location of its Vehicles to be tracked or located for the following purposes:

(a) to provide police or other authorities in the event that the Vehicle is stolen or is not returned at the end of the Rental Period;

(b) in the event of an accident or incident relating to the Vehicle during the Rental Period, e.g. to verify the location of the Vehicle at the time of the alleged accident;

(c) to identify the exact location of the Vehicle in the event of a recorded breakdown and to provide that location to breakdown responders (e.g. the local Automobile Association);

(d) to locate the Vehicle in an emergency; and/or

(e) for any other purpose allowed under the *Privacy Act 1988* (Cth) or any other law.

29.2 You expressly consent, and will procure that each Authorised User consents, to ***thl***'s use of tracking devices.

30 PRIVACY NOTICE

30.1 ***thl*** values the privacy of personal information.

30.2 ***thl*** collects, uses, discloses and handles personal information in accordance with the *Privacy Act 1988* (Cth), the Australian Privacy Principles, and ***thl***'s Privacy Policy, a copy of which is available at https://www.thlonline.com/privacy.

31 GENERAL

31.1 This Agreement including the schedules and annexures to it, contain the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and undertakings between the parties in connection with it.

31.2 This Agreement is governed by the laws of the State of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of Queensland in respect of any actions, claims, demands or suits arising out of or in respect of this Agreement.

31.3 Except as expressly provided in this Agreement:

(a) nothing in this Agreement is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust; and

(b) no party has authority to bind any other party.

31.4 No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted. Failure to exercise or delay in exercising a right or remedy under this Agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

31.5 In this Agreement, unless the context otherwise requires:

(a) a reference to the singular includes the plural and vice versa;

(b) other grammatical forms of defined words or expressions have corresponding meanings;

(c) headings and sub-headings are used for convenience only and do not affect interpretation;

(d) wherever "include", "for example", or any form of those words or similar expression is used, it means including without limitation;

(e) a reference to "person" includes a natural person, partnership, body corporate, association, government or local authority, agency and any body or entity whether incorporated or not;

(f) a reference to a party is to a party to this Agreement and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes (including by novation);

(g) if something is to be or may be done on a day that is not a business day then it must be done on the next business day;

(h) a reference to "month" means calendar month and the word "year" means 12 months;

(i) money amounts are stated in Australian currency;

(j) a reference to a time of day is a reference to the prevailing time in Brisbane, Australia;

(k) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day;

(l) if a party must do something under Agreement on or by a given day and it is done after 5.00pm on that day, it is taken to be done on the next day;

(m) any agreement, representation, warranty or indemnity in favour of two or more parties (whether those parties are included in the same defined term or not) is for the benefit of them jointly and severally;

(n) any agreement, representation, warranty or indemnity by two or more parties (whether those parties are included in the same defined term or not) binds them jointly and severally; and

(o) a provision of this Agreement must not be interpreted against a party just because that party prepared the provision.

32 DEFINITIONS

32.1 **Agreement** has the meaning given in clause 1.1.

32.2 **Australian Consumer Law** means the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

32.3 **Authorised Driver** means any driver approved by ***thl***, including as noted in Customer Contract as an authorised driver.

32.4 **Customer Card** has the meaning given in clause 6.1.

32.5 **Joint Renter** means any person who is noted as a renter with any other person in Customer Contract. A Joint Renter is jointly and severally liable for all of the obligations under this Agreement;

32.6 **Liability Reduction** means the amount for which You will be liable to pay in the event of Loss or Damage to the Vehicle as set out in Customer Contract, which may be reduced by purchase of Reduction Options subject to the terms and conditions of this Agreement.

32.7 **Loss** or **Damage** means any loss or damage to the Vehicle, which is not noted on the Vehicle Condition Report, including that caused by theft of the Vehicle or by adverse weather events, that requires repair or replacement including the loss of use of the Vehicle (demurrage), legal expenses, assessment fees, towing and recovery costs, storage, service charges and any appraisal fees of the Vehicle.

32.8 **Reduction Option** means a reduction option purchased by You to reduce potential liability as described in clause 22.

32.9 **Rental Charges** means the fees, costs, amounts and charges payable under this Agreement, including as listed in Customer Contract, Rental Vehicle Agreement and the Summary of Rental Conditions.

32.10 **Rental Period** means the period commencing on the date shown in the Customer Contract and ending on the date You return the Vehicle to ***thl***.

32.11 **Customer Contract** means the document titled Rental Agreement Part A or Customer Contract, which contains the specific to Your booking.

32.12 **Rental Vehicle Agreement** means this document.

32.13 **Repair Event** means each individual event where repairs are required in respect of the Vehicle.

32.14 **Return Location** means the location from which the Vehicle was hired and which is shown in Customer Contract.

32.15 **Return Time** means the time and date by which the Vehicle must be returned, as shown in Customer Contract, or such other time and date agreed with ***thl*** in writing.

32.16 **Substantial Breach** means a breach of any of the following clauses: 4.1, 5, 9.2, 14.1, 14.2 or 27.2.

32.17 **Summary of Rental Conditions** means the document titled Summary of Rental Conditions which can be found at: https://thl.widen.net/s/gbjpjwqknb/au_2627_direct-summary-of-rental-conditions, as updated from time to time.

32.18 **Vehicle** means the vehicle identified in Customer Contract including all its accessories, tools, tyres and equipment as well as any replacement vehicle.

32.19 **Vehicle Condition Report** means the report provided to You when You collect the Vehicle identifying any pre-existing damage that there may be to the Vehicle.

32.20 **You** means the party renting the Vehicle, as identified in Customer Contract, and includes any Joint Renter.