

## 1 AGREEMENT

- 1.1 This is an Agreement between each renter (including Joint Renters) specified in Rental Vehicle Agreement Part A (**You**) and Tourism Holdings Australia Pty Ltd (**thl**) to rent the Vehicle. You (including any Joint Renter) are jointly and severally responsible for compliance with (and ensuring that each Authorised Driver complies with) the terms of this Agreement.
- 1.2 This Agreement comprises Rental Vehicle Agreement Part A, Rental Vehicle Agreement Part B and the Summary of Rental Conditions must be read in their entirety and together they shall constitute the entire agreement between **thl** and You. In the event of inconsistency, the terms of Rental Vehicle Agreement Part A supersedes Rental Vehicle Agreement Part B to the extent of that inconsistency.
- 1.3 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.
- 1.4 Subject to any rights to the contrary that You may have under the Australian Consumer Law, the *Australian Securities and Investments Commission Act 2001* (Cth) or the *Corporations Act 2001* (Cth), **thl** has no liability for indirect or consequential loss under this Agreement.

## 2 REFUSAL OF RENTAL

- 2.1 **thl** reserves the right to refuse any rental on reasonable grounds and may refuse to extend any rental at its absolute discretion.

## 3 VEHICLE CONDITION COLLECTION AND RETURN

- 3.1 You acknowledge that:
- You agree to return the Vehicle without alteration or addition and in the same condition that it was in when it was provided to you, except for ordinary wear and tear (not including windscreen or tyre damage) and subject to the Vehicle Condition Report, together with all tools, tyres, accessories and equipment to the Return Location by the Return Date and Time specified in Rental Vehicle Agreement Part A;
  - the Vehicle is the sole property of **thl**;
  - You inspected the Vehicle before the commencement of the Rental and ascertained that it was in good operating condition and fit for the purpose for which You required it; and
  - the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the Vehicle Condition Report. It is essential that all existing damage is noted by You on the Vehicle Condition Report. Subject to clause 3.1(a), 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 shall be charged.
- 3.2 **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 and You indemnify **thl**, its employees and agents to the extent permitted by law from claims by any person resulting from such entry and retaking of the Vehicle.
- 3.3 If the odometer is deliberately broken or otherwise tampered with while the Vehicle is in Your possession, You must pay:
- an extra charge based on 500 kilometres per day at AU\$0.55 per kilometre; and
  - any costs of repairing or replacing the odometer.
- 3.4 If You fail to return the Vehicle to the Return Location or return the Vehicle to a different location to the Return Location, You must pay for all costs associated with transporting or towing the Vehicle to the Return Location plus a minimum relocation charge in accordance with clause 35.4 of this Agreement.
- 3.5 If You return the Vehicle after the Return Time without **thl**'s prior written consent, You must pay an additional fee of AU\$150. This late drop-off fee and the additional rental charges will be charged to Your credit or debit card. You will be charged for the late return according to clause 35.5 of this Agreement.
- 3.6 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:
- the Vehicle will be deemed to have been returned at the time when that Return Location next opens for business;
  - the rental continues until that time;
  - You remain fully responsible for the Vehicle, unless other arrangements have been agreed to in writing by **thl**; and
  - You will be charged the late fee in accordance with clause 35.5 of this Agreement.
- 3.7 The Vehicle must be returned with the amount of fuel equal to the commencement of the rental. If the Vehicle is returned with less fuel the difference will be charged in accordance with clause 33 of this Agreement.
- 3.8 You must only use the fuel type specified by the manufacturer of the Vehicle.
- 3.9 Use of bio-diesel, ethanol or any organic hybrid fuel is strictly considered the wrong fuel type and constitutes a Substantial Breach of this Agreement. Any Loss or Damage to the Vehicle or any costs associated with the use of the wrong fuel, including contaminated fuel (other than where it is at the fault of a third party and that third parties details have been provided), are at Your sole expense.
- 3.10 **thl** must be notified and it must agree to any extension of the rental period beyond that specified in Rental Vehicle Agreement Part A prior to the Return Date for the Vehicle otherwise the Vehicle will be (at **thl**'s discretion) immediately reported to the police as stolen where the Vehicle is not returned to the Return Location by the Return Date and Time.

## 4 UNAUTHORISED AND PROHIBITED USE OF VEHICLE

- 4.1 Only Persons identified in Rental Vehicle Agreement Part A as either the renter or Authorised Driver may drive the Vehicle. Additionally, the following Persons are prohibited from driving or operating the Vehicle (even if he or she is identified in Rental Vehicle Agreement Part A as the renter or Authorised Driver):
- (a) anyone who does not have the licence required by law to drive the class of Vehicle hired;
  - (b) anyone whose blood alcohol concentration exceeds the lawful percentage in the state or territory where the Vehicle is driven;
  - (c) anyone under the influence of or impaired by a drug, intoxicating liquor or substance;
  - (d) anyone who has given, or for whom You have given, a false name, age, address or driver's licence detail;
  - (e) anyone who has a digital driver's licence and is unable to produce a hardcopy at time of hire;
  - (f) anyone whose driver's licence has been cancelled or suspended within the last three years;
  - (g) anyone who is a learner driver, a provisional or probationary licence holder;
  - (h) anyone under 18 years of age; or
  - (i) anyone who uses or intends to use the Vehicle for any illegal purpose.
- 4.2 Use of the Vehicle is prohibited:
- (a) in any area outside the Area of Travel shown in Rental Vehicle Agreement Part A;
  - (b) in any area where applicable travel restrictions of clause 13 of this Agreement apply unless authorised by **thl** in writing;
  - (c) for carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials, fuel or generators;
  - (d) for pushing or towing any Vehicle, trailer, boat or other object;
  - (e) for carrying any greater load and/or more persons and/or for a purpose for which the Vehicle is not designed and constructed;
  - (f) for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
  - (g) driving the Vehicle in a dangerous, wilful or reckless manner;
  - (h) for illicit drug use or carrying illegal substances, product or drug paraphernalia;
  - (i) for commercial purposes or financial gain;
  - (j) driving the Vehicle in an unsafe or unroadworthy condition; or
  - (k) for carrying passengers when You or any Authorised Driver are not appropriately licensed.
  - (l) for subletting or hiring the Vehicle to any other person.

## 5 FINANCIAL OBLIGATIONS

- 5.1 By entering into this Agreement You are responsible for and agree irrevocably to pay (or procure that any Authorised Driver pays) **thl**:
- (a) the rental charges specified in Rental Vehicle Agreement Part A;
  - (b) all charges, costs and expenses **thl** incurs for toll, parking and/or any other traffic fines, infringements or violations relating to, in connection with or arising from the rental period or until such later time as the Vehicle is returned to **thl** in accordance with the terms of this Agreement and an additional administration fee of AU\$75 including GST per charge/ fine / infringement applies to cover the costs of processing; and
  - (c) all Loss or Damage to the Vehicle arising from the use of the Vehicle by You or any Authorised Driver, except where a third party is at fault and the details of that third party are provided to **thl**, where:
    - i. the Vehicle is damaged by any wilful or reckless action;
    - ii. there is Overhead Damage or damage to the underbody of the Vehicle except where You have purchased Value Pack and it applies;
    - iii. a Single Vehicle Rollover occurs except where You have purchased Single Vehicle Rollover Option or Value Pack cover and it applies;
    - iv. the Vehicle is left unlocked or the keys are left in the Vehicle;
    - v. the keys are not kept securely or under Your personal control;
    - vi. the keys have been lost, damaged or stolen;
    - vii. the Vehicle is totally or partially immersed in any water;
    - viii. there is 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 was put in the fuel tank;
    - x. fuel or other contaminants such as Adblue is put in the water tank;
    - xi. damage caused by falling asleep whilst driving;
    - xii. if the Vehicle is four-wheel drive, is driven in 4WD mode on sealed roads;
    - xiii. the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
    - xiv. the damage is caused by sitting or standing on the bonnet or roof of the Vehicle;
    - xv. the interior of the Vehicle is damaged except when there is a collision with another vehicle;
    - xvi. the tyres of the Vehicle are damaged, other than by normal wear and tear, except where You have purchased an Additional Cover and it applies;
    - xvii. the windscreen of the Vehicle is damaged, except where You have purchased an Additional Cover and it applies;
    - xviii. Loss or Damage is caused to the Vehicle whilst it is being transported over water;
    - xix. Loss or Damage is caused to the Vehicle whilst it is being loaded or unloaded on a watercraft and/or tow truck;
    - xx. Loss or Damage is caused to the Vehicle by the incorrect use of snow chains;
    - xxi. Loss or Damage is caused to the Vehicle by driving with the handbrake on;
    - xxii. Loss or Damage is caused to the awning of the Vehicle. You will be liable for the repair or replacement cost of the awning;
    - xxiii. costs are incurred for recovering (including towing) the Vehicle if it is bogged;

- xxiv. costs are incurred with the Vehicle running out of fuel; or
  - xxv. costs are incurred with losing the fuel, oil or water caps and items in the convenience and/or camping kits.
- 5.2 You and any Authorised Driver authorise **thl** to debit the Credit Card provided at the commencement of the rental for any of the charges and for the Loss or Damage to the Vehicle and for which You or Authorised Driver are liable under clause 5.1 of this Agreement.
- 5.3 **thl** accepts Visa, MasterCard and American Express. The following fees apply for the rental and any additional products (irrespective of chosen account e.g. savings, credit, etc.):

Card Type	Surcharge
Visa debit card / MasterCard debit card	1.21%
Visa credit card / MasterCard credit card	1.21%
Amex	2.6%

*These fees are subject to change without notice*

- 5.4 Cash will not be accepted under any circumstances.
- 5.5 If You have paid by Credit Card, or directed **thl** to bill the charges to some other person, corporation, firm or organisation who or which fails to make payment when due, You will immediately pay the full amount due to **thl** on demand. You irrevocably agree and authorise **thl** to use the Credit Card/s provided for payment of any amount due under this Agreement even if a signed Credit Card voucher has been returned.
- 5.6 Bank transfers will not be accepted as payment for rental charges at the time of pick up. These must be received by **thl** at least 21 days prior to commencement of rental. Bank transfers are not acceptable as the Liability Deposit.
- 5.7 In the event that **thl** receives an infringement notice for any of the offences listed in clause 5.1(b) of this Agreement which are relevant to the Vehicle during the rental period, **thl** will advise the relevant issuing enforcement authority of Your contact details to enable the enforcement authority to issue the infringement notice and any reminder notice directly to You as soon as practicable
- 5.8 You have the right to challenge, complain about, query or object to any of the alleged offences listed in the infringement notice or any reminder notice to the relevant issuing enforcement authority. You have a right to seek a court hearing within 56 days of the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice.

## 6 SINGLE VEHICLE ROLLOVERS

- 6.1 If there is Loss or Damage to the Vehicle or damage to any third party property as a result of a Single Vehicle Rollover, You and any Authorised Driver have no entitlement to the benefit of **thl**'s insurance under clause 25 of this Agreement and You are each responsible for and agree irrevocably to:
- (a) pay **thl** for Loss or Damage to the Vehicle; and
  - (b) indemnify **thl** for all third-party loss,
- except to the extent You have purchased Single Vehicle Rollover Option or Value Pack cover and it applies.

## 7 CANCELLATION FEES

- 7.1 There is no refund for late pick up or early return of the Vehicle.
- 7.2 All other cancellation fees are outlined in the Summary of Rental Conditions.

## 8 CHANGE OF VEHICLE

- 8.1 In unforeseen circumstances, such as where the Vehicle has been involved in an accident, the Vehicle booked may no longer be available. **thl** may offer substitute an alternative Vehicle for the Vehicle booked at no extra cost to You.
- 8.2 **thl** will endeavour to supply the vehicle category selected, however should the vehicle booked be unavailable through unforeseen circumstances, **thl** reserves the right to substitute an alternative vehicle without prior notification. The alternative vehicle shall be as close a substitute for the booked vehicle as possible.

## 9 VOLUNTARY DOWNGRADE

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

## 10 ADJUSTMENT IN RENTAL CHARGES

- 10.1 In the event that there is an amount due to **thl** on the completion of the rental (i.e. tolls or traffic infringements), You give Your express consent for **thl** to charge Your Credit Card with that amount (an additional payment charge may occur when a Credit Card is not present). All amounts payable to **thl** are subject to subsequent verification and details of any adjustments will be sent to You as soon as practicable.

## 11 EXCHANGE RATE/CURRENCY FLUCTUATIONS/REFUNDS

- 11.1 Transactions under this Agreement are conducted in Australian Dollars.
- 11.2 Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against Your Credit Card and the amount refunded at the expiration of the rental period. Any such variation does not entitle You to a refund.
- 11.3 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.

## 12 CONDITIONAL UPON PAYMENT

- 12.1 Where applicable, You agree that this Agreement is conditional upon **thl** being paid by the Travel Agent or Travel Wholesaler (Agent) who arranged this Agreement on Your behalf. You must pay **thl** any shortfall in the amount paid by You to the Agent and the amount that should have been paid to **thl** based on the applicable standard gross rental rate in respect of the Vehicle for the rental period.

## 13 CONDITIONS FOR SPECIFIC LOCATIONS

- 13.1 An additional remote location fee of AU\$835 applies to all Vehicles being picked up or dropped off in Broome. Only one remote location fee is charged per vehicle. This is in addition to any one-way fee if applicable under clause 14. This fee will be charged to the Customer at the time of booking except in the case of a change in drop-off

destination occurs in accordance with clause 35.3 in which case this fee will be charged at the time that change is made.

13.2 A pick up fee of AU\$115 per hire will apply to Vehicles picking up in Hobart.

#### 14 ONE-WAY RENTALS

14.1 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 Your credit or debit 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.

14.2 A One-Way fee of AU\$185 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.

14.3 A One-Way fee of AU\$280 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.

#### 15 MINIMUM RENTAL PERIODS

15.1 Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.

15.2 **thl** may apply a minimum rental charge equivalent to the number of hire days in the minimum rental period multiplied by the applicable daily rental rate/s. If a Customer wishes to hire a Vehicle for less than the minimum rental period, and **thl** agrees, a fee equivalent to the difference between the rate for the rental period and the minimum rental charge will apply

#### 16 EXTRA DRIVER FEES

16.1 Extra driver fees are included in the daily vehicle rates.

#### 17 ADDITIONAL KILOMETRE CHARGE

17.1 All 4WD Vehicles have 300 kilometres included per rental day. Thereafter a charge of AU\$0.55 per kilometre may apply except if You have purchased the 4WD Additional Cover or the 500-kilometre pack, as applicable.

#### 18 TRAVEL RESTRICTIONS

18.1 Two Wheel Drive Campervans & Motorhomes:

- (a) must not be driven on any unsealed roads, except well maintained access roads less than 12 kilometres long to recognised commercial campgrounds and major tourist attractions;
- (b) subject to compliance with clause 18.3, may be driven to any destination identified in the "restricted" column in the 2WD Travel Restriction Table below, provided written consent is obtained from **thl** prior to travel; and
- (c) must not be driven to any destination identified in the "Not permitted at all times" column in the 2WD Travel Restriction Table below.

#### 2WD Travel Restriction Table

State/ Territory	Restricted (Permission Required) – Clause 18.3 of this Agreement always applies	Not permitted at all times
All	Any islands (excluding any islands referred to in the "not permitted at all times" column)	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 Hippie vehicles
Western Australia		Canning Stock Route, Nanutarra Road (unsealed short cut to Tom Price), Karijini National Park (unsealed road sections)
Northern Territory	All Hippie vehicles	Lost City in Litchfield Park, Boggy Hole (Finke Gorge National Park), Chan 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

18.2 In the event of an accident or breakdown in an area outlined in clauses 18.1(b) of this Agreement, it is Your full financial responsibility to pay any salvage, towing and/or recovery costs to the nearest **thl** branch and no replacement vehicle will be provided under any circumstances.

18.3 **thl** reserves the right at its sole discretion to restrict Vehicle movements in certain areas for any reason including but not limited to adverse road or weather conditions. Any revisions to these restrictions may be notified at the time of rental or by email during the rental.

18.4 If **thl** is made aware that You are travelling in a restricted area without permission a AU\$300 fee including GST may apply on each occasion.

#### 19 EVERY 500 KILOMETRES

19.1 The oil, fluids and coolant levels must be checked by You every 500 kilometres. 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. 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.

19.2 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.

## **20 MECHANICAL BREAKDOWNS**

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- 20.1 Any mechanical problems associated with the Vehicle must be reported to **thl** as soon as possible in order to give **thl** the opportunity to rectify the problem during the rental period. Equipment failure must also be reported to **thl**.
- 20.2 If Apollo is not contacted or You do not allow **thl** the opportunity to rectify the problem during the rental period You agree that the problem is of such a minor nature that You make no claim for loss of time in respect of the rental period. You also agree that **thl** is not responsible for any claims made by You after the return of the Vehicle.
- 20.3 You will be charged a fee equal to the cost of the roadside assistance where it is established that roadside assistance could have been avoided in cases such as keys being locked in the Vehicle, flat batteries caused by lights having been left on and other such similar occurrences.

## **21 REPAIRS**

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- 21.1 Any Repair Event requiring repairs that would cost an amount of up to AU\$100 including GST needs no authorisation from **thl** and all that is necessary for full reimbursement to You from **thl** is a proper receipt for the amount of the repairs. If the Repair Event is expected to cost an amount exceeding AU\$100 including GST then You must notify **thl** and obtain **thl**'s consent before the repairs are carried out.
- 21.2 If the Vehicle cannot be driven as a result of a breakdown, **thl** will only reimburse You for the time that the Vehicle was not available for use. Subject to availability, **thl** will provide a replacement vehicle. Any cost incurred in You travelling to a **thl** depot is Your responsibility unless the breakdown was the result of **thl**'s negligence.
- 21.3 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.
- 21.4 **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.
- 21.5 **thl** is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.

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.

## **22 TYRES/WINDSCREEN**

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- 22.1 Authorisation must be obtained from **thl** before tyres or windscreens can be replaced. You are responsible for replacing damaged tyres (for example, but not limited to, 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 an Additional Cover and it applies.
- 22.2 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.

## **23 SEAT BELTS AND CHILD RESTRAINTS**

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- 23.1 You must comply with all mandatory seat belt laws and You acknowledge that any driver or passenger who does not have a seat belt properly adjusted and fastened may be fined by the police.
- 23.2 **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.

## **24 ACCIDENTS**

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- 24.1 In the event of an accident You must:
- record the Time/Date/Location;
  - 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;
  - record the name of the other party's insurance company;
  - not admit liability;
  - notify the nearest police station within 24 hours of the accident;
  - notify **thl** by phone or email within 24 hours of the accident
- 24.2 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.
- 24.3 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.
- 24.4 If a replacement Vehicle is required as a result of an accident:
- You are responsible for making Your own way to the nearest **thl** Branch or pickup location at Your own cost;
  - 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
  - You must pay for any costs relating to delivery of a replacement Vehicle as a result of any vehicle accident. This charge applies irrespective of any Reduction Option taken.

## **25 DAMAGE LIABILITY REDUCTION**

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- 25.1 Subject to this Agreement including without limitation clause 26, You and any Authorised Driver 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:
- any property owned by You (or any friend, relative, associate or passenger); or
  - any property in Your physical or legal control, provided



- i. You have paid the minimum Liability Reduction set out in Rental Vehicle Agreement Part A;
- ii. there is no Loss or Damage to the Vehicle as a result of a Single Vehicle Rollover;
- iii. 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;
- iv. You are not covered under any other policy of insurance; and
- v. You have provided such information and assistance as may be requested by **thl's** Claims department and or its insurer.

25.2 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 a Joint Renter.

## 26 DAMAGE LIABILITY EXCLUSION

26.1 Notwithstanding any other clause of this Agreement, if there is a Substantial Breach or a breach of any part of clause 5.1(c) of this Agreement, You:

- (a) are liable for:
  - i. all Loss or Damage to the Vehicle, and
  - ii. all third-party Loss or Damage; and
- (b) have no entitlement to the benefit of **thl's** insurance under clause 25 of this Agreement, even if the High Road Reduction Option (as set out in clause 29) has been purchased and the Liability Reduction amount has been paid (subject to the limited exceptions that apply to Reduction Options High Road as set out in clause 29).

## 27 PERSONAL INJURY

27.1 The Vehicle has third party personal injury insurance cover. It is likely that any other vehicle involved in the accident also has third party personal injury insurance cover.

27.2 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.

## 28 PROPERTY DAMAGE

28.1 You are responsible for and must pay up to the amount of the applicable Liability Reduction set out in Rental Vehicle Agreement Part A for Loss or Damage to the Vehicle and for damage to third party property.

28.2 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. Any demurrage recovered from any negligent third party will be refunded to You upon its recovery.

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

28.4 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.

28.5 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.

28.6 **thl** has no liability for personal belongings damaged, stolen or lost which are always Your responsibility. **thl** recommends that You do not leave items of value in the Vehicle and that You take out Your own Personal Travel Insurance.

## 29 LIABILITY REDUCTION AND ADDITIONAL COVER OPTIONS

### THE LOW ROAD – Basic Standard Liability Option

29.1 **thl's** rental charge includes a standard Liability Reduction and liability deposit of:

THE LOW ROAD – Basic Standard Liability		
Vehicle Booked	Liability / Liability Deposit	Payment
All Campers	AU\$7,500 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.

29.2 You can 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 based on the minimum rental period applicable for Your rental. The details of the Liability Reduction under each Reduction Option are set out in Rental Vehicle Agreement Part A.

### THE HIGH ROAD

29.3 You can purchase a Liability Reduction Option at a per day cost and this will reduce your liability and liability deposit amounts:

THE HIGH ROAD			
Vehicle Booked	Liability	Liability Deposit	Payment
All Campers	AU\$0 incl GST	-	-

The liability deposit will be collected from You, at the time of You signing this Agreement. This liability deposit is payable to **thl** by an open signed Credit Card imprint with an authorisation obtained (sufficient funds must be available for AU\$250 including GST).

In the event of inconsistency, the Rental Agreement Part A supersedes Rental Agreement Part B for liability.

### Extended Roadside Assistance

29.4 Extra 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 up to AU\$150.00.

**Windscreen and Tyre Protection Plus**

29.5 Windscreen and Tyre Protection Plus will cover You for 1 windscreen, 2 tyres and the Extended Roadside Assistance.

**Single Vehicle Rollover Option**

29.6 Single Vehicle Rollover Option will cover You in the case of an accidental Single Vehicle Rollover as outlined in clause 42.12.

**Value Pack Option – 2WD**

29.7 Value Pack Option includes the HIGH ROAD, Single Vehicle Rollover Option, Undercarriage/Overhead damage, unlimited windscreen and tyres.

**30 LIABILITY DEPOSIT AND LIABILITY DEPOSIT PAYMENT CONSENT**

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30.1 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 Rental Vehicle Agreement Part B.

30.2 The liability deposit is payable at pick-up by Credit Card and cannot be paid with a pre-paid card, cash or bank transfer.

30.3 The Credit Card holder must be present and be able to sign for the liability deposit upon collection of the Vehicle.

30.4 The Credit Card holder is jointly and severally liable for any damage to the Vehicle.

30.5 The liability deposit is fully refundable including the Credit Card administration fee, if the card used to provide the Liability Deposit is a Visa credit or debit card or MasterCard credit or debit card, 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) and all other terms of this Agreement have been complied with.

30.6 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.

30.7 However, if there is a Substantial Breach or a breach of any part of clause 5.1(c) of this Agreement and the liability deposit is insufficient to cover the Loss and Damage then any extra cost will be charged to You.

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

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

**31 GENERAL PROVISIONS**

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31.1 Immediately upon receipt, You must provide **thl** with every summons, complaint or paper in relation to any accident or loss involving the Vehicle.

31.2 You must not refuse or fail to take any blood analysis, breath test or drug impairment assessment requested by the police or as required by law.

31.3 You irrevocably release and hold harmless **thl**, its employees and agents from all claims for 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, unless the loss or damage is due to **thl's** negligence.

31.4 Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of **thl** for any purpose whatsoever.

31.5 No right of **thl** under this Agreement can be waived except by writing of an authorised officer of **thl**.

31.6 Notwithstanding any other provision of this Agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee (charges) imposed by Local, State or Federal Government that is charged and collected by **thl** is imposed anywhere in Australia and has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You or in relation to the provision of rental or other services to You.

31.7 You acknowledge:

(a) 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;

(b) 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; and

(c) You agree 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**.

31.8 You agree to indemnify **thl** from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis), incurred by **thl** as a consequence of any breach by You of this Agreement or the failure for whatever reason of the due and punctual performance of Your obligations under this Agreement.

31.9 You acknowledge that **thl** has not in any way represented itself to You as an entity carrying on the business of insurance.

31.10 You must make yourself available to assist **thl** in any legal actions mentioned in this Agreement that may arise out of Your hire of the Vehicle.

**32 ILLUSTRATION DISCLAIMER**

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32.1 **thl's** brochures, websites and other advertising material contain only representations of our vehicles. Pictures, illustrations, descriptions and measurements of the vehicles may be different to the Vehicle offered to You due to modifications and/or upgrades. **thl** is not liable for any such variance.

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### 33 FUEL

- 33.1 The Vehicle must be returned with the amount of fuel equal to that at the time of the commencement of the rental. If the Vehicle is returned with less fuel, the difference will be charged to You at a rate of AU\$5.00 including GST per litre (which includes a service component).
- 33.2 You must only use the fuel type specified by the manufacturer of the Vehicle and the use of bio-diesel or any organic hybrid fuel type is strictly prohibited (use of E10 is acceptable). Any use of incorrect fuel types is a Substantial Breach of this Agreement.

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### 34 VEHICLE CLEANING

- 34.1 Vehicles must be returned in a reasonable state of cleanliness, completely free of mud, rubbish and pet hair.
- 34.2 If applicable, the toilet and waste water tank must both be returned empty or a AU\$299 including GST cleaning fee will be charged to You in respect to each tank.
- 34.3 Cleaning fees will be charged if the vehicle is returned in an unreasonable state of cleanliness up to AU\$500 and/or an additional AU\$299 fee in the event the vehicle needs pet cleaning. This excludes service animals.
- 34.4 Should the vehicle need deodorising as a result of smoking a AU\$300 fee will be charged.
- 34.5 Smoking is strictly prohibited in or within 5 metres of the **thl** vehicles.

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### 35 BRANCH HOURS AND RETURNS

- 35.1 All **thl** depots are closed on Christmas Day, New Year's Day, Good Friday and Australia Day.
- 35.2 The Vehicle must be returned at the Return Date and Time at the Return Location as outlined in Rental Vehicle Agreement Part A.
- 35.3 If you wish to change the Return Location or the Return Date after the rental has commenced, You first must obtain permission from **thl**. Subject to the change of the Return Location being approved, an additional minimum charge of AU\$750 including GST will apply.
- 35.4 If the Vehicle is returned at a different location without **thl**'s prior written permission, the cost of transferring the Vehicle to the Return Location as outlined in Rental Vehicle Agreement Part A will be charged to you, plus a minimum charge of AU\$750 including GST.
- 35.5 You will continue to be responsible for the rental of the Vehicle, including demurrage, until the Vehicle is returned to the Return Location as outlined in Rental Vehicle Agreement Part A. If You return the Vehicle after the Return Date without **thl**'s permission, then, following a written demand by **thl**, **thl** may take steps to recover and repossess the vehicle and You will be charged for the late return at a rate equivalent to double the current daily rental charge for the Vehicle, plus the daily rate charge applicable to Your chosen Reduction Option.
- 35.6 Early return of the Vehicle does not entitle You to a refund.
- 35.7 AU\$115 additional fee will apply to all rentals picked up and/or dropped off on public holidays dates defined on the Summary of Rental Conditions.

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### 36 RENTAL EXTENSIONS

- 36.1 Should You wish to extend the rental period whilst on hire, you must first obtain authorisation from **thl**. This is subject to availability of the Vehicle.
- 36.2 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.
- 36.3 The additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension.

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### 37 NATURAL DISASTERS AND WEATHER CONDITIONS

- 37.1 **thl** is not responsible for road closures caused by cyclones, flash floods and other acts of God. Whilst **thl** will make every effort to accommodate delays and non-vehicle returns to Return Locations for these events and may waive the AU\$750 including GST change of Return Date and Return Location fee any costs over and above this fee will be Your responsibility.
- 37.2 **thl** reserves the right to restrict Vehicle movements in certain areas, including but not limited to adverse road or weather conditions, for the purpose of guest safety. This may include any imminent storm warning or other potential weather-related threats. Any revisions to these restrictions may be notified at the time of rental or by email during the rental.
- 37.3 To the extent permitted by applicable law, 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 12 months from the date on which **thl** advises that it cannot fulfil the rental as originally booked.

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### 38 KILOMETRE ALLOWANCE

- 38.1 The kilometre allowance per day and charge per excess kilometre fee is indicated on Rental Vehicle Agreement Part A. The applicable excess kilometre fee is payable by You to **thl** on return of the Vehicle if you exceed the kilometre allowance.

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### 39 SATELLITE SAFETY BEACON

- 39.1 If You are supplied with a Satellite Safety Beacon it should only be activated in life threatening emergency situations to alert the rescue authorities.
- 39.2 Deliberate misuse may incur a severe penalty and any costs incurred due to the activation of a unit are a matter strictly between You and the rescue authorities.

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### 40 ELECTRONIC TRACKING

- 40.1 **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. Information from the tracking device may be used:
- (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; or
  - (e) for any other purpose allowed under the *Privacy Act 1988* (Cth) or any other law.
- 40.2 By hiring a Vehicle from **thl**, you expressly consent to **thl** using tracking devices on the Vehicle during the rental period and collecting, using and retaining information from the tracking devices in accordance with **thl's** Privacy Policy.
- 40.3 If you continue to exceed the designated speed limit of the area You are travelling in and have ignored the warnings provided by the electronic tracking system **thl** may apply an additional fee of AU\$300 including GST in all circumstances.
- 40.4 Refer to clause 41 of this Agreement for more information on **thl's** Privacy Policy.

#### **41 PRIVACY NOTICE**

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- 41.1 **thl** values the privacy of personal information. When **thl** collects, uses, discloses or handles personal information, it is managed within the bounds by the Office of the Australian Information Commissioners (OAIC) and Australian Privacy Principles (APPs). For a full copy of **thl's** Privacy Policy, please download a copy at <https://www.thlonline.com/privacy>.
- 41.2 Your information will not be released to anyone other than in accordance with **thl's** Privacy Policy.

#### **42 DEFINITIONS**

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- 42.1 **Authorised Driver** means any driver approved by **thl** and whose name is noted in Rental Vehicle Agreement Part A as an authorised driver;
- 42.2 **Credit Card** means American Express, VISA or Mastercard credit cards or VISA or Mastercard debit cards.
- 42.3 **Joint Renter** means any person who is noted as a renter with any other person in Rental Vehicle Agreement Part A. A Joint Renter is jointly and severally liable for all of the obligations under this Agreement;
- 42.4 **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 Rental Vehicle Agreement Part A, which may be reduced by purchase of Reduction Options subject to the terms and conditions of this Agreement.
- 42.5 **Loss or Damage** means any loss or damage to the Vehicle, 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;
- 42.6 **Overhead Damage** means any damage to the Vehicle or to any third-party property that is caused by:
- (a) contact between any part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
  - (b) the Vehicle hitting a signed height restricted structure such as but not limited to bridges, car parks and drive throughs; or
  - (c) objects being placed on the roof of the Vehicle;
- 42.7 **Reduction Option** or **Option** means a reduction option purchased by You to reduce potential liability as described in clause 29.
- 42.8 **Repair Event** means each individual event where repairs are required in respect of the Vehicle.
- 42.9 **Return Date** means the date on which the Vehicle must be returned shown in Rental Vehicle Agreement Part A;
- 42.10 **Return Location** means the location from which the Vehicle was hired and which is shown in Rental Vehicle Agreement Part A.
- 42.11 **Return Time** means the time by which the Vehicle must be returned on the Return Date as shown in Rental Vehicle Agreement Part A;
- 42.12 **Single Vehicle Rollover** means any incident where there is Loss or Damage to the Vehicle that does not involve an impact between the Vehicle and another vehicle and is caused by the Vehicle rolling, tipping or overturning whilst being driven or used by You or any Authorised Driver;
- 42.13 **Substantial Breach** means a breach of any of clauses 3.8, 3.9, 4.1, 4.2, 5.1(c)(i) to 5.1(c)(xii) (inclusive), 18.1, 18.2, 31.2 or 31.7(c) of this Agreement;
- 42.14 **Vehicle** means the vehicle identified in Rental Vehicle Agreement Part A including all its accessories, tools, tyres and equipment as well as any replacement vehicle; and
- 42.15 **You, Your** means the person, firm, company or organisation renting the Vehicle and includes any Joint Renter identified in Rental Vehicle Agreement Part A.