Adventure Rentals Terms and Conditions

The Adventure Rentals Terms and Conditions apply to all of Our rentals in Australia.

Please carefully read these Terms and Conditions before You hire the Adventure Rental Products.

All Authorised Drivers need to know about Your responsibilities to Adventure Rentals.

By entering into the Rental Schedule, You expressly agree that Adventure Rentals can recover the additional charges set out in the Rental Schedule from You. This includes all relevant administration charges, fees, theft, loss and damage costs (subject to any relevant excesses applying), toll charges, parking, traffic or other fines or charges, court costs and/or any other charges.

1 Your Rental Agreement

1.1 This contract **You** have entered into with **Adventure Rentals** comprises of:

(a) the **Adventure Rentals** quotation for the hire of the **Hire Products** as accepted by **You** when **You** book with **Us** (**Rental Schedule**); and

(b) terms and conditions (**Terms and Conditions**)

(together the **Rental Agreement**).

1.2 When **We** refer to the **Rental Agreement**, **We** mean both the **Rental Schedule** and the **Terms and Conditions**.

1.3 The date of the **Rental Agreement** is the date that is shown in the **Rental Schedule**.

1.4 Please read the **Rental Agreement** carefully. If there is anything that **You** do not understand please contact **Adventure Rentals** before consenting to the **Terms and Conditions**. By ticking the box "*I accept these terms and conditions*" within the Rental Schedule**, You acknowledge that You have read and understood the Rental** Agreement in its entirety and that **You** are bound by it.

1.5 In these **Terms and Conditions**, capitalised words have a special meaning, as set out in this section.

Adventure Rentals means Adventure Rentals Pty Ltd ACN 068 271 572.

Authorised Driver means any driver approved and recorded by **Us**, either on the **Rental Schedule** or by prior written agreement with **Us** and which satisfies the conditions in clause 5.3.

Bond means the amount **You** must pay **Us** in the event of **Damage**, theft of the **Hire Products** or **Third Party Loss**, however if **We** need to handle **Your** claim **We** will also charge an additional administration fee as described in the **Price Schedule**.

Camping Accessories means any roof top tents, ground tents, mattresses, linen, refrigerators, gas burners, cookware, cutlery, tableware, utensils, tables, chairs and any other **Camping Accessories** supplied by **Adventure Rentals**.

Cleaning Fee means the fee charged by **Us** to **You** calculated on the basis of how long it takes to clean the Hire Products or as otherwise described in the **Price Schedule**.

Damage means:

(a) any loss or damage to any **Hire Products** while they are in **Your** possession or control;

(b) any loss, damage, expense, cost or liability incurred by **Adventure Rentals** in relation to any breach of the **Rental Agreement** by **You**; and

(c) any **Loss of Use**,

but excludes reasonable fair, wear and tear.

Deposit means a booking deposit to the value of 20% for the full amount of **the Rental Charges** in respect of the **Hire Products** and as otherwise described in the **Rental Schedule**.

Excess Reduction means products **You** may purchase from **Adventure Rentals** prior to the commencement of the **Rental Period** at extra cost to reduce **Your** liability for **Damage**.

Final Inspection means the inspection carried out after **We** have taken possession of and fully examined and cleaned the **Vehicle** at the end of the **Rental Period**.

GST has the meaning used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hire Balance means the **Rental Charges** minus the **Deposit** payable for the **Hire Products**.

Hire Products means:

(a) a **Vehicle**; and/ or

(b) **Camping Accesso**ries; and/ or

any other equipment hired by **Us** to **You**, and otherwise as described in the **Rental Schedule**.

Incident means an event during the **Rental Period** which is an accident, claim or other incident involving **Damage** to the **Hire Products** or property of any other person in connection with the **Hire Products** or **Third Party Loss** or injury in connection with the **Hire Products**.

Inherent Mechanical Fault means a breakdown, malfunction or failure of the **Vehicle**'s engine or any other mechanical part of the **Vehicle** not caused, or contributed to, by **You** or any **Authorised Driver**.

Late Return Fee means a single charge payable by **You**, if **You** do not return the **Vehicle** on the date and by the time shown on the **Rental Schedule** and **We** have not agreed to an extension as provided in clause 2.6 and as otherwise described in the **Price Schedule**.

Loss of Use means any loss**, Damage**, expense, cost or liability incurred by **Adventure Rentals** on account of it being unable to use the **Hire Products** outside of the **Rental Period** due to:

(a) any breach of this **Rental Agreement** by **You**;

(b) theft of the **Vehicle** or **Camping Accessories** while they were in **Your** possession or control immediately prior to the theft; or

(c) the **Vehicle** or **Camping Accessories** being repaired or replaced on account of an event for which **You** are liable under clause 4.

No Show Fee means the fee calculated in accordance with clause 11.2(d).

Off Road means any area that is not a gazetted road nor a sealed road nor an **Unsealed Road** and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

(a) **Damage** to the **Vehicle** or **Camping Accessories** at or above the level of the top of the front windscreen of the **Vehicle**;

(b) **Damage** to any part of the pantech or box section of a **Vehicle**; or

(c) **Third Party Loss**,

caused by:

(d) contact between the part of the **Vehicle** or **Camping Accessories** at or above the level of the top of the front windscreen with objects overhanging or obstructing the **Vehicle** or **Camping Accessories** path;

(e) use of a **Vehicle** so that its height exceeds the maximum height of the **Vehicle** (taking into account any **Camping Accessories**) permitted by law, by-law, regulation or advisory sign in the area of use;

(f) objects being placed on the roof of the **Vehicle**; or

(g) any person standing or sitting on the roof of the **Vehicle**.

Price Schedule means those fees charged by **Us** from time to time as provided in these **Terms and Conditions** and as described in **the Price Schedule** located at Schedule 1.

Privacy Policy means **Our Privacy Policy**, as updated from time to time, located at Schedule 2.

Public Holiday means a gazetted public holiday in the jurisdiction of where the **Hire Products** is collected or returned (as applicable).

Recovery Costs means:

(a) any enforcement expenses in recovering the **Hire Products**;

(b) any retrieval, towing and storage costs actually and reasonably incurred by **Adventure Rentals** to recover **the Hire Products**; and

(c) any fees, administrative or otherwise, actually and reasonably incurred by Adventure Rental which is charged to **Adventure Rentals** for the cost of making arrangements for retrieval, towing and repairs, and other administrative activities.

Re-fuelling Fee means the fee charged to **You** for **Us** to refuel the **Vehicle** in accordance with clause 1.2 and as otherwise described in the **Price Schedule**.

Rental Agreement comprises the document titled 'Rental Schedule' and these **Terms and Conditions**.

Rental Charges means all rental and associated charges calculated at the daily hire rate (including all ancillary fees and charges) as shown in the **Rental Schedule** and includes the **Deposit** and the **Hire Balance.**

Rental Return Location means the location You are required to return the **Hire Products** to as specified in the **Rental Schedule**.

Rental Period means the period shown in the **Rental Schedule** or as extended by **Us** to end on the date that **You** return the **Hire Products** to **Us**.

Snow Line means the gates leading to any of the national parks or snowfields in Australia between 1 June and 31 October, or any area where it is indicated or required that snow chains are to be fitted to the **Vehicle**.

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

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

Underbody Damage means any **Damage** to the **Hire Products** below the level from the top of the front or rear bumper (whichever is the higher) and whether or not any other parts of the **Vehicle** are damaged at the same time including the underside of the **Vehicle**, drive train, chassis, steering, suspension, brakes, exhaust, floor pan, floorboard, foot well and fuel systems that is caused by or directly results from:

(a) the **Vehicle**'s contact with any part of the road way or any track;

(b) immersion, submersion or wading in water, contact with salt water, being in contact with, or driven on, salt lakes or salt flats, floods or flooding or beach driving; or

(c) the **Vehicle's** contact with any object or obstruction including (without limitation) kerbs, gutters, speed or road bumps, barriers, wheel stops, rocks, ruts, debris, river beds, sand or ridges.

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

Vehicle means the 4WD vehicle specified in the **Rental Schedule** and includes all tools, components, keys, keyless start devices, remote control devices, audio equipment, manufacturer's standard tools and accessories, and nonstandard items, tools or equipment supplied with or fitted to the **Vehicle** but excluding the **Camping Accessories**.

We, Us, Our means **Adventure Rentals** as shown in the **Rental Schedule**.

You, Your means the person, firm, company or organisation renting the **Vehicle** or any **Authorised Driver** shown in the **Rental Schedule**.

Your Adventure Rentals Account means **Your** credit card, charge account or Debit Card nominated at the **Start of Rental** for the debiting of charges and fees under the **Rental Agreement**.

2 Rental Period

2.1 **Your** rental of the **Vehicle** from **Us** is for the **Rental Period** and at the rate and charges shown in the Rental Schedule.

2.2 A **No Show Fee** may apply if **You** fail to notify **Us** of **Your** intended cancellation prior to the date and time of the commencement of the **Rental Period**.

2.3 The **Hire Products** must be returned to the **Rental Location** on the date and by the time as specified in the **Rental Schedule**. Any **Hire Products** collected or returned outside of these hours, or on a **Public Holiday** or on a Sunday will incur a **Late Return Fee**.

2.4 Rental days are calculated on a calendar day basis. When calculating the number of days the **Hire Products** are rented, the day of pick up is counted as day one of the **Rental Period**, regardless of pick up time. The day of the return of the **Hire Products** is counted as the final day of the **Rental Period** regardless of the return time. The **Hire Products** must be returned by 3.30 pm on the final day of hire if the return day is a weekday, or by the time specified in the **Rental Schedule** if the return day is a Saturday, Sunday or a **Public Holiday**.

2.5 **We** understand that circumstances change and that **You** may require the **Hire Products** for longer than the **Rental Period**. If so, **You** must notify **Us** at least 24 hours prior to the expiration of the **Rental Period**.

2.6 If **We** have agreed to an extension of the **Rental Period We** will charge **Your Adventure Rentals Account** and **We** will send an updated version of the **Rental Schedule**.

2.7 If **You** return the **Hire Products** at a later time and date than shown in the **RentalSchedule** and **We** have not agreed to an extension under clause 2.6 or **You** have failed to notify **Us** as described in clause 2.5, in addition to **Our** rights under subclause 2.8 (which **We** may choose to exercise at **Our** sole discretion), the rates shown on the **Rental Schedule** will continue to apply and **We** will charge a **Late Return Fee**.

2.8 If **You** fail to notify **Us** at least 24 hours before the expiration of the **Rental Period** that **You** require an extension to the **Rental Period** and **You** fail to bring the **Hire Products** to the **Rental Return Location** by the final day of hire, **We** may, in addition to charging a **Late Return Fee** as provided under clause 2.7, acting reasonably:

(a) terminate the **Rental Agreement**; and

(b) recover the **Hire Products** by lawful means and charge **You** the **Recovery Costs**.

2.9 Late pick up or early return of the **Hire Products** does not entitle **You** to any refund of the unused portion of the **Rental Period**.

3 Costs, charges & payment

3.1 **You** authorise **Adventure Rentals** to debit **Your Adventure Rentals Account**:

(a) all **Rental Charges** for the **Rental Period**;

(b) the **Bond**;

(c) the replacement costs as reasonably incurred by **Adventure Rentals** for lost or stolen accessories or keys;

(d) any other amount which **You** reasonably owe **Adventure Rentals** under the **Rental Agreement** or as a result of a breach by **You** of the **Rental Agreement**,

whereby such charge may be debited after the expiry of the **Rental Period**.

3.2 **Adventure Rentals** will provide **You** information containing details about any amount payable under this clause 3, including a justification with respect to the amounts charged and how these amounts have been calculated.

3.3 To confirm a booking **You** must pay **Us** the **Deposit** within 7 days of the booking being made.

3.4 **You** must pay **Us** the **Hire Balance** no later than 30 days prior to the commencement of the **Rental Period**.

3.5 To secure the performance of **Your** obligations under the **Rental Agreement**, **You** shall provide a **Bond** prior to the commencement of the **Rental Period**. For the avoidance of doubt, the **Bond** is reduced by any **Excess Reduction** option purchased by **You**.

3.6 **We** may retain the **Bond** for a period of either 21 days after the conclusion of the **Rental Period**, or such other period as is reasonably required by **Us** to determine **Your** liability to **Us** under the terms of the **Rental Agreement** and to attend to payment of that liability from the **Bond**.

3.7 Notwithstanding clause 3.6, **Adventure Rentals** will use reasonable endeavours to refund the **Bond** to **You** as soon as reasonably possible once **We** have determined **Your** liability to **Us** (if any).

3.8 Should a **Bond** be satisfied by way of credit card, **We** accept no liability for variances in exchange rates, interest or fees charged by **Your** financial institution.

3.9 The **Bond** cannot be paid with either a Debit Card or Pre-paid Credit Card.

3.10 All amounts referred to in the **Rental Schedule** are:

(a) in Australian dollars; and

(b) unless stated otherwise, inclusive of any GST.

3.11 All amounts required to be paid by **You** under this **Rental Agreement**:

(a) must be paid in Australian dollars; and

(b) will be taken to have been paid upon receipt of a notification from the credit card issuer that a charge to **Your** credit card for the required amount has been approved.

3.12 We accept Visa, Mastercard and American Express credit card payments. All payments made by Visa, Mastercard and American Express attract a surcharge. Domestic/Australian cards attract a 1.7% surcharge and International/Non-Australian cards attract a 3.4% surcharge.

3.13 **You** acknowledge that advertised rates are subject to change. All **Rental Charges** applicable to **Your** hire will be calculated as at the time of booking regardless of any subsequent change to advertised rates.

3.14 **You** acknowledge that **We** do not offer **You** insurance under this **Rental Agreement**. Instead, **We** permit **Your** liability to **Us** to be reduced in limited circumstances set out in this **Rental Agreement** where a policy of insurance held by **Us** indemnifies **Us** for certain losses suffered by it.

3.15 Any refunds due to **You** under the **Rental Schedule** will be refunded to **You** in Australian dollars.

3.16 Where **We** are required to refund amounts previously paid by **You** in a currency other than Australian dollars, there may be a difference between the amount initially paid by **You** and the amount repaid by **Us** due to exchange rate fluctuations and bank fees. **We** accept no liability for any such difference, and **You** accept all exchange rate fluctuation risks and liabilities for bank fees.

3.17 All amounts payable under the **Rental Agreement** are subject to subsequent verification and lawful adjustment and details of any lawful adjustments will be provided to **You** as soon as practicable. If a refund is due to **You** it will be credited to **Your Adventure Rentals Account**. If any amount is due to **Us You** authorise **Us** to charge **Your Adventure Rental Account** with that amount. These charges may be made at any time during or after the end of the **Rental Period**.

4 Bond, Cover and Waivers

4.1 **You** agree to pay the **Bond** for the **Hire Products**. **Adventure Rentals** reserves the right to require **You** to satisfy the **Bond** by way of cash or credit card payment in the sum of the **Bond**.

4.2 Subject to clause 4.4, if there is **Damage** or **Third Party Loss** to the **Hire Products**, or the **Hire Products** have been stolen, **We** may retain the **Bond** even where **You** have travel or rental vehicle insurance.

4.3 **Your Bond** is reduced if **You** have purchased **Excess Reduction**.

4.4 Subject to any other provision in these **Terms and Conditions**, **You** will not have to pay the **Bond** for an **Incident** if, acting reasonably, **We** agree that **You** were not at fault and:

(a) **You** or an **Authorised Driver** was in control of the **Vehicle** at the time of the **Incident**;

(b) **You** have fully completed an 'Incident Report Form' with:

(i) in respect of any third party:

(A) the name, residential address, contact phone and licence number of any person involved; and

(B) the registration numbers of all vehicles involved;

(**Third Party**),

(ii) an accurate written and diagrammatic description of the **Incident** and location;

(iii) the names of attending police officers and the stations at which they are based;

(iv) any other information **We** may reasonable require; and

(c) **You** have supplied or **We** have established the name of the insurer of any Third Party **You** believe was at fault and **We** reasonably believe that the insurer will agree to pay **Us** for the **Damage**.

4.5 If the **Bond** is payable under this clause 4, but there is no **Third Party Loss**:

(a) upon return of the **Hire Products** to **Us**, **We** may make an estimate of **Damage** and charge **Your Adventure Rentals Account** the estimated amount up to but not exceeding the **Bond**; and

(b) once **Damage** has been assessed **We** will:

(i) debit **Your Adventure Rentals Account** with the difference up to a total amount not exceeding the **Bond**; or

(ii) credit **Your Adventure Rentals Account** with the difference and forward to **You** a tax invoice for the assessed amount.

4.6 There is no cover for **Damage** to the **Vehicle**'s windscreen, wheels or tyres.

4.7 **You** are liable for and must pay:

(a) speeding and traffic fines, toll-way charges, infringements and penalties arising from the use of the **Vehicle**;

(b) fines, infringements and penalties arising from parking, clamping, towing, or release of the **Vehicle** from compounds; and

(c) all court fees or costs arising from sub-clauses (a) or (b), whether **You** were driving the **Vehicle** or not.

4.8 **We** may supply **Your** details to any regulatory authority upon its request and an administrative fee applies if **We** do. If **We** have paid any amount for which **You** are liable pursuant to clauses 4.7. **You** will also be charged that amount together with an administrative fee.

4.9 There is no cover, and **We** are not liable to **You**, for personal property owned by **You** or any passenger.

4.10 **You** must always pay and there is **no** cover for:

(a) **Damage** or **Third Party Loss** that occurs whilst a **Vehicle** is being driven in reverse;

(b) **Overhead Damage**;

(c) **Damage** or **Third Party Loss** caused deliberately or recklessly by **You**, any unauthorised driver or any passenger of the **Vehicle**;

(d) **Underbody Damage** and any **Damage** linked to that **Underbody Damage** caused by contact between the underside of the **Vehicle** and any part of the road way or any object or obstruction including but not limited to kerbs, gutters, speed or road humps, barriers or wheel stops;

(e) **Damage** caused by total or partial inundation or immersion of the **Vehicle** in water or exposure of the **Vehicle** to salt water, including that which occurs whilst the **Vehicle** is being transported;

(f) **Damage** or **Third Party Loss** caused or contributed to by **You** or any driver where **You** or the driver leaves the scene of the **Incident** prior to the attendance of the police or reporting the **Incident** to the police;

(g) the full cost of replacing or repairing any accessories supplied by **Us** including, but not limited to **Camping Accessories**, child restraints, GPS units, lost keys, keyless start and remote control devices;

(h) **Damage** caused by use of the incorrect fuel type;

(i) **Damage** or **Third Party Loss** if the **Vehicle** is taken into any area prohibited by the **Rental Agreement** including **Off Road** locations;

(j) personal property that is stolen from the **Vehicle**, lost or **Damaged** during the **Rental Period** or left in the **Vehicle** after the **Vehicle** is returned to the **Adventure Rentals**;

(k) loss or **Damage** to **Your** property, the property of a member of **Your** immediate family or of an entity related to **You,** that arises from the use of the **Hire Products**;

(l) **Damage** to the interior of the **Hire Products**; and

(m) **Damage** to the **Hire Products** caused by loading or unloading anything into a **Vehicle**.

4.11 **You** acknowledge that **We** may check for any **Damage** pursuant to clause 7.

4.12 If **You** breach the **Rental Agreement** there is no cover and **You** are liable for:

(a) **Damage**;

(b) subject to 5.71.1(d), loss of the **Vehicle** as a result of theft;

(c) **Third Party Loss**; and

(d) **Recovery Costs**.

5 Your responsibilities

5.1 In this section, **We** set out the responsibilities **You** have to **Us** when **You** hire one of **Our Vehicle**s. **You** should be aware that a failure to fulfil any of these responsibilities is a breach of the **Rental Agreement**.

5.2 The **Vehicle** must only be driven by an **Authorised Driver**.

5.3 An **Authorised Driver** must:

(a) be no less than 25 years of age

(b) hold a full, current, unrestricted driving licence for the **Rental Period** valid for the **Vehicle** and which is written in English or an international licence translated into English; and

(c) allow **Us** to inspect the **Authorised Driver**'s licence prior to the rental date and anytime during the **Rental Period**.

5.4 **You** must tell **Us** if **You** will be using the **Vehicle** to drive interstate.

5.5 **You** are responsible for the acts and omissions of each **Authorised Driver** and any other person **You** or any other **Authorised Driver** allows to drive the **Vehicle** and neither **You** nor any unauthorised driver will have the benefit of **Excess Reduction** (if accepted or included in **Your Rental Charges**) if **You** or any other **Authorised Driver** allows an unauthorised driver to drive the **Vehicle** and that unauthorised driver causes loss of, or **Damage** to the **Hire Products** or **Third Party Loss**.

5.6 **You** must fully inspect the **Vehicle** at the **Start of Rental** to ensure that any pre-existing **Damage** is accurately noted and shown in the **Rental Schedule**. If there is any discrepancy **You** must notify **Us** prior to leaving with the **Hire Products**.

5.7 During the **Rental Period You** or an **Authorised Driver** must:

(a) take extreme care whilst driving on low inflated tyres and at a significantly reduced speed;

(b) when travelling outside built up areas **You** are not permitted to drive between sunset and dawn or during any period of reduced visibility, including but not limited to fog, dust storms and heavy rain;

(c) take all reasonable care of the **Vehicle** and **Camping Accessories**:

(i) to prevent **Damage** or **Third Party Loss**;

(ii) to ensure that the **Vehicle** and **Camping Accessories** are not overloaded by the number of persons or by the weight of goods carried;

(iii) by using any security device fitted to or supplied with the **Vehicle**; and

(iv) by protecting the **Vehicle** and **Camping Accessories** against inclement weather;

(d) keep the **Vehicle** locked and with windows up if left unattended and the keys and any keyless start or remote control device under **Your** personal control at all times and **You** must be able to produce those keys and device in the event of a theft of the **Vehicle**;

(e) maintain the **Vehicle**'s engine and brake oils, engine coolant levels and tyre pressures;

(f) use the correct fuel type;

(g) comply with all mandatory seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened;

(h) comply with all child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened;

(i) return the **Vehicle** and any accessories supplied by **Us** including, but not limited to, **Camping Accessories**, child restraints and GPS units in the same condition as at the **Start of Rental Period**;

(j) not use the **Vehicle** for the conveyance or towing of any load unless:

(i) the load is correctly loaded and secured and not in excess of that for which the **Vehicle** was manufactured; and

(ii) the **Vehicle** is fitted with a tow bar, any towing has been previously approved in writing by **Adventure Rentals** and the conveyance or towing is undertaken in accordance with the manufacturer's specifications and **Adventure Rental's** recommendations;

(k) adhere to any mileage instructions displayed in the **Vehicle** or set by the **Adventure Rentals**; and

(l) immediately upon request provide **Us** and any regulatory authority **Your** full, accurate and up-to-date information relating to the use of the **Vehicle** during the **Rental Period**.

5.8 **You** or an **Authorised Driver** must never:

(a) use the **Vehicle** and **Camping Accessories** when it is damaged or unsafe;

(b) drive the **Vehicle** whilst under the influence of alcohol or drugs or have a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit in the state or territory where the **Vehicle** is driven;

(c) fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment in the state or territory in which the **Vehicle** is driven;

(d) drive the **Vehicle** whilst **Your** driving licence is subject to any restriction or condition;

(e) drive the **Vehicle** at a speed in excess of the relevant State or Territory speed limit or 110 kilometres per hour, regardless if the State or Territory speed limit is higher;

(f) above a maximum speed of 80 kilometres per hour on any gravel, dirt or other **Unsealed Road**

(g) drive the **Vehicle** at a speed in excess of 100 kilometres per hour when towing, regardless if the State or Territory speed limit is higher,

(h) commit:

(i) any wilful, deliberate or criminal act, including an act of driver abuse; or

(ii) an act of connivance with any person acting for **You** or on **Your** behalf, that causes **Damage** or **Third Party Loss**;

(i) drive the **Vehicle** dangerously or recklessly;

(j) use a mobile phone or a GPS unit whilst the **Vehicle** is in motion or stationary but not parked unless the body of the phone or GPS unit is affixed to the **Vehicle** and the phone or GPS unit is not being held or touched at any time whilst being used;

(k) leave the keys to the **Vehicle**, any keyless start or remote door control device in it or with it whilst it is unattended or unoccupied by **You** or any passenger;

(l) leave the **Vehicle** unattended following an **Incident** and before the arrival of a tow or salvage operator;

(m) modify the **Vehicle** in any way and no roof racks or towbars are permitted unless fitted by **Us**;

(n) use the **Vehicle** for the carriage of passengers or property for hire, fare or reward unless **You** have **Our** prior written authority;

(o) use the **Vehicle** for off-roading, reliability trials, contest, speed testing, driving instruction, to propel or tow another **vehicle**, in violation of any legislation, order or regulation affecting the use, loading or condition of the **Vehicle**, or for any illegal purpose;

(p) use the **Vehicle** for transporting any animals, unless specifically approved by **Us**. Additional cleaning charges may apply and will be shown in the Rental Schedule;

(q) sell, rent or dispose of the **Vehicle**; or

(r) register or claim to be entitled to register any interest in the **Vehicle** under the *Personal Property Securities Act 2009* (Cth).

5.9 **You** and any passengers must not smoke in the **Vehicle**. It is an offence in some Australian states to smoke in a **vehicle** where there are passengers of less than 18 years of age. Additional cleaning charges will apply if there is a breach of this condition.

5.10 Parts of Australia are not suitable for access by rental **vehicle**s. To prevent **Damage** to the **Vehicle** and for **Your** own personal safety **We** strictly enforce conditions that restrict **Your** use of the **Vehicle**.

5.11 Unless **We** have given **Our** prior written consent, **You** must never take the **Vehicle**:

(a) above the **Snow Line**

(b) between mainland Australia and Tasmania in either direction;

(c) through any river, stream, creek or tidal crossing over .5m in depth

(d) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the **Vehicle** unsafe;

(e) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;

(f) onto any road where **We** have notified **You** that the use of the **Vehicle** is prohibited; or

(g) on any unformed track;

(h) on Fraser Island, Queensland;

(i) along the Old Telegraph Track section of Cape York;

(j) along the CREB Track

(k) along Old Coach Road in Cape York; and

(l) along the Canning Stock Route

5.12 In addition to the restrictions contained in clause 5.11, **We** may need to further restrict where **You** may take the **Hire Products** due to adverse road or weather conditions, and the distance to nominated destinations given the length of the **Rental Period**. **We** will contact **You** to notify **You** of any additional restrictions that **We** may deem necessary pursuant to this clause 5.12 and **You** agree to comply with those additional restrictions.

6 Our responsibilities

6.1 When **You** make a reservation with **Us We** will provide a **Vehicle** and **Camping Accessories** that are of acceptable quality and in good working order for the **Rental Period**.

6.2 **We** will provide the **Hire Products** to **You** in a clean and tidy condition, in good working order and, in the case of the **Vehicle**, with a full fuel tank.

6.3 If the **Vehicle** is subject to an **Inherent Mechanical Fault We** will recover and repair the **Vehicle** as soon as possible. If the **Vehicle** cannot be repaired **We** will use **Our** best endeavours to provide a replacement **Vehicle** of an equivalent size and standard to the previous **Vehicle** for the remainder of the **Rental Period** and if **We** are not able to provide a replacement **Vehicle** as per above, refund **You** the **Rental Charges**.

6.4 If there is an **Inherent Mechanical Fault We** are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, direct, indirect or consequential loss.

7 Monitoring

7.1 **You** acknowledge that the **Vehicle** is fitted with a tracking and/or recording devices for **Your** safety and fleet management purposes and **You** explicitly consent to **Your** driving being monitored and/or recorded. All information collected in this way will be in accordance with **Our Privacy Policy** which can be viewed on **Our** website or at Schedule 2.

7.2 Data logged or collected by the tracking and/or recording devices may be used by **Us** as evidence of any breaches by **You** of this **Rental Agreement**.

7.3 Without limiting **Your** liability under this **Rental Agreement**, if **We** reasonably suspects that:

(a) **You** have been driving at a speed that exceeds either the speed limit or the appropriate speed for the road conditions

(b) **You** have breached the conditions of **Your** use of the **Hire Products** under this **Rental Agreement**

7.4 **We** may require a check over of the **Vehicle** (**Check Over**) and **You** will be charged a check over fee as prescribed in the **Price Schedule** (**Check Over Fee**).

7.5 **You** agree that **You** will be liable for any **Damage** reported as a result of the Check Over, which **Damage** includes **Loss of Use** from the end of the **Rental Period** to the time that the **Damage** is rectified by repair or replacement.

7.6 Any **Damage** reported as a result of the **Check Over** carried out under this clause 7 is excluded from any purchased **Excess Reduction**

8 **Breakdown, accident & repair**

8.1 **Inherent Mechanical Fault**s in the **Vehicle** receive free roadside assistance.

8.2 Fees and charges apply for all other faults or driver-induced errors, including but not limited to:

(a) incorrect refuelling;

(b) a flat battery;

(c) lost keys, a keyless start or remote control device;

(d) keys locked in the **Vehicle**;

(e) tyre changing;

(f) the **Vehicle** being impounded or taken by another party;

(g) the **Vehicle** becoming bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; or

(h) being abandoned.

8.3 Fees and charges apply for **Damage** caused by any retrieval or recovery of the **Vehicle** including, without limitation, as a result of the **Vehicle** becoming bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way, and **Damage** caused by;

(a) submersion or immersion;

(b) contact with salt water;

(c) being in contact with, or driven on, salt lakes or salt flats;

(d) floods or flooding;

(e) beach driving;

(f) any act or **incident**, however occurring, that causes **Overhead Damage** or **Underbody Damage**

8.4 Should the **Hire Products** require recovery or retrieval **You** must inform **Us** immediately via the contact details in the **Rental Schedule** and **We** will arrange for the recovery or retrieval. **We** have the absolute authority to determine the destination for the **Hire Products** recovery and retrieval.

8.5 **We** reserve the right not to replace the **Vehicle** if it is involved in a major **Incident** or there has been major **Damage** or **You** have breached the **Rental Agreement**.

8.6 If:

(a) a 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** develops any fault during the **Rental Period**,

You must inform **Us** immediately via the contact details in the Rental Schedule and not use the **Vehicle** unless **We** have authorised **You** to do so. If **You** fail to notify **Us** and continue to use the **Vehicle You** will be responsible for any **Damage** or **Third Party Loss**.

8.7 **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. **You** must keep and produce to **Us** 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 **Us**. Any entitlement to reimbursement is subject to there being no breach of the **Rental Agreement**.

8.8 **You** must immediately report any **Incident** or theft of the **Vehicle** to **Us** in writing and complete all documentation that **We** require and forward any third party correspondence or court documents to **Us** within 7 days of receipt.

8.9 If **You** have an **Incident** in which:

(a) a person is injured;

(b) the other party failed to stop or exchange details;

(c) the **Vehicle** or any other **vehicle** is towed; or

(d) a driver appears to be under the influence of intoxicating liquor or drugs,

a report must also be made to the police immediately.

8.10 If any of the **Hire Products** are stolen a report must be made to the police immediately the theft is discovered.

8.11 If **You** have an **Incident You** must also:

(a) make the **Vehicle** secure;

(b) get the names and addresses of all persons involved, including witnesses;

(c) supply **Us** with any information concerning the driver of the **Vehicle** and **You** must allow **Us** direct access to the driver of the **Vehicle** and **You** must fully co-operate in allowing **Us** to gain such access;

(d) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;

(e) permit and assist **Us** to bring, defend, enforce, or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and

(f) allow **Us** to claim in **Your** name under any applicable substitute vehicle insurance and do everything that may be required to assist **Us** in making such a claim.

8.12 Prior to **Us** making any claim under an applicable policy of insurance in relation to a liability referred to in this clause 8 above, **You** must:

(a) subject to clause 4, pay the applicable excess in relation to that claim; and

(b) provide all reasonable assistance to **Us** in making any claim including providing all relevant information to **Us** or **Our** insurer.

8.13 After a claim is made, **You** must continue to provide all reasonable assistance to **Us** and **Our** insurer, including attending any court or tribunal to give evidence or providing relevant documents if requested to do so. the costs of retrieving or recovering the **Vehicle** which may include, but is not limited to, where the **Vehicle** has:

(a) been impounded or taken by another party;

(b) become bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; or

(c) been abandoned.

9 End of Rental Agreement

9.1 At the end of the **Rental Period You** must return the **Hire Products** to **Us**:

(a) in the same condition it was in at the **Start of Rental** subject to fair, wear and tear; and

(b) at the date, location and by the time specified in the **Rental Schedule**.

9.2 The **Hire Products** must be returned to **Us**:

(c) in a clean and tidy condition, in good working order, subject to fair, tear and wear; and

(d) in the case of the **Vehicle**, with a full fuel tank.

9.3 If **You** do not return the **Vehicle** to **Us** with a full fuel tank **You** will be charged a **Re-fuelling Fee**.

9.4 If **We** consider that, acting reasonably, the **Hire Products** have not been returned in a clean and tidy condition, **We** may charge **You** a Cleaning Fee. Examples of where this fee may be charged include where the **Vehicle** or the **Camping Accessories** are:

(a) affected by odours, including on account of smoking or animals; or

(b) contaminated with dust, dirt, sand or other pollutants.

9.5 **We** allow a grace period of 30 minutes for the return of the **Vehicle** but if it is returned to **Us** more than 30 minutes after the time set for its return in the Rental Schedule **You** will be charged a **Late Return Fee**.

9.6 If **You** return the **Vehicle** to an **Adventure Rentals** location other than that shown in the Rental Schedule:

(a) a one-way fee may apply;

(b) **You** will be deemed to have returned the **Vehicle** only after the **Final Inspection** of it has been conducted by **Us** which **We** will endeavour to undertake within a reasonable time of return; and

(c) the **Rental Charges** will continue and **You** will be responsible for any **Damage** or **Third Party Loss** until that **Final Inspection**.

9.7 If a **Bond** has been prepaid to **Us** it is fully refundable to **You** provided that at the end of the **Rental Period**:

(a) all amounts due to **Us** under the **Rental Agreement** have been paid;

(b) the **Vehicle** has been returned at the date and time set in the **Rental Schedule**;

(c) there is no **Damage** or **Third Party Loss**;

(d) the interior and exterior are clean;

(e) the **Vehicle** has a full tank of fuel; and

(f) the **Rental Agreement** has not been breached.

9.8 **We** reserve the right to retain all or part of a **Bond** if there is a breach of any of these conditions.

9.9 If **We** terminate the **Rental Agreement** it will not affect **Our** right to receive any money **We** are owed under the **Rental Agreement**. **We** can also claim reasonable costs from **You** if **You** do not meet any of the requirements of the **Rental Agreement**.

10 **Breach of Rental Agreement**

10.1 **We** may terminate the **Rental Agreement** and take immediate possession of the **Vehicle** if:

(a) **You** breach the **Rental Agreement**; or

(b) a reckless breach of road or traffic legislation has taken place.

10.2 If the **Rental Agreement** is terminated by **Us You must** pay for:

(a) **Damage**;

(b) loss of the **Vehicle** as a result of theft;

(c) **Third Party Loss**;

(d) **Recovery Costs**; and

(e) all reasonable costs and charges under the **Rental Agreement**.

10.3 If **We** have terminated the **Rental Agreement You** give **Us** permission to access and enter **Your** premises to repossess the **Vehicle** without using unreasonable force or causing **Damage**.

11 Cancellation Policy

WE ADVISE IT IS THE HIRERS RESPOSIBILITY TO TAKE OUT ADEQUATE PRIVATE TRAVEL INSURANCE AS CANCELLATION FEES MAY APPLY.

11.1 By entering into this **Rental Agreement**, **You** acknowledge that:

(a) **Adventure Rentals** provides a bespoke service of hiring specialised **Vehicle**s and **Camping Accessories** to third parties in a remote geographical location in Australia (**Bespoke Services**);

(b) that **Adventure Rentals** is one of the only providers who provides the Bespoke Services in the geographical location;

(c) that lead booking time for such **Bespoke Services** is on average six to nine months which means that any reservation of **Hire Products** for **You** often means **Adventure Rentals** have to decline other bookings; and

(d) as a result, **Adventure Rentals** 'Cancellation Policy' reflects the **Bespoke Services**.

11.2 While **Adventure Rentals** will use reasonable endeavours to mitigate costs, all booking cancellations must be in writing and incur a cancellation fee whereby the **Deposit** required to secure the booking is non-refundable for all reservations. The remaining applicable cancellation fee depends upon when the written notice of cancellation is provided, and as calculated in accordance with the following table:

(a) **Adventure Rentals** will charge a cancellation fee of 20% of the **Rental Charges** for cancellations which are received 90 – 60 days prior to the **Start of Rental**;

(b) **Adventure Rentals** reserves the right to charge a cancellation fee of 50% of the **Rental Charges** for cancellations which are received 30 – 59 days prior to the **Start of Rental**;

(c) **Adventure Rentals** reserves the right to charge a cancellation fee of 90% of the **Rental Charges** for cancellations which are received 29 – 2 days prior to the **Start of Rental**; and

(d) Cancellations of one (1) day prior to the **Start of Rental**, or a 'No Show' incur a cancellation fee of 100% the **Rental Charges**.

12 Applicable law

12.1 **You** have rights conferred by consumer legislation and neither this clause nor any other provision of the **Rental Agreement** is intended to exclude, restrict or modify any implied terms or rights **You** may have under the *Competition and Consumer Act 2010* or any other Federal, State or Territory legislation in Australia.

12.2 This document is governed by the law of the Northern Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Northern Territory.

13 **Force Majeure**

13.1 **We** will not be liable for any failure or delay in performing any obligation under this **Rental Agreement** that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labour strikes or difficulties or transportation stoppages or slowdowns including unscheduled late return of vehicles and vehicle unavailability due to break down and accidents.

14 **Severability**

14.1 If any provision of the **Rental Agreement** should be held to be invalid in any way or unenforceable, the remaining provisions must not in any way be affected or impaired. The **Rental Agreement** must be construed so as to give effect to the intent of **Adventure Rentals** as it was originally executed.

15 **Privacy policy**

15.1 **We** collect and use **Your** personal information to provide **You** with the best level of service possible.

15.2 **We** respect **Your** privacy so **We** take all reasonable steps to make sure that **You**r personal information is accurate and up to date and that it is protected from misuse, unauthorised access or wrongful disclosure.

15.3 **Our Privacy Policy** is located on **Our** website or at Schedule 2.

16 **Personal Location Device**

16.1 **You** are supplied with a ‘Personal Location Device’, **You** must only activate it in life threatening emergency situations to alert the rescue authorities.

16.2 **You** acknowledge and agree that any costs or penalties incurred due to the activation of a ‘Personal Location Device’, including as a result of deliberate misuse, are a matter strictly between **You** and the relevant authority.

SCHEDULE 1

Fees

Fee Description	Price excluding GST
Administration Fee	$54.55
Check Over Fee	$409.10
Cleaning Fee	$80/hour
Late Return Fee	Full Day Hire of Hire Products per each day
Re-fuelling Fee	$3.18/L

SCHEDULE 2

1 Adventure Rentals Privacy Policy Statement

1.1 **Adventure Rentals** is committed to protecting the privacy of the information provided by its customers.

2 Collection of Your Personal Information

2.1 The collection of personal information is necessary to rent a Vehicle. **You** are asked to provide personal details such as **Your** name, address, telephone number, licence number, credit card details and email address. This helps **Adventure Rentals** to process Your booking, to contact You if We have any problems with **Your** request or to send **You** confirmation of the booking. We gather this information from **Our** web site as per a booking request, and in person when **You** book and collect **Your Vehicle**.

2.2 The security of **Your** personal information is important to **Us**. We take reasonable steps to make sure **Your** information is protected from unauthorised use, access, disclosure, alteration, destruction or loss. For financial or payment information, **We** use firewalls and card encryption. **We** take security extremely seriously but as no system is 100% secure, **We** can not completely guarantee the protection of **Your** personal information, any more than any other organisation can.

2.3 **We** do not ask for financial or payment information, such as **Your** credit card number, passcode, account number or pin number, in an e-mail, text or any other communication that **We** send to **You**. If **You** do receive a suspicious request, do not provide Your information and report it by contacting one **Our** customer service representatives.

2.4 **You** are responsible for keeping **Your** account passcode, numbers and pin numbers safe and secure. Do not share these with anyone. If there is an unauthorised use or any other breach of security involving **Your** information, **You** must notify **Us** at the customer service contact information as soon as possible.

3 Use of Your Personal Information

3.1 **We** maintain the personal information as part of **Our** records to assist **Us** to maintain and improve **Our** administration and management of **Our** car rental business. **We** reserve the right to use the information provided to communicate with **You** to market **Our** services, and those of **Our** business partners.

3.2 Specifically, **We** use **Your** personal information to:

(a) provide the services that **You** request;

(b) do all things necessary to administer those services;

(c) research, develop, manage, protect and improve **Our** services;

(d) conduct consumer satisfaction surveys and inform **You** of any improvements that **We** have made to **Our** services;

(e) maintain and develop **Our** software and other business systems;

(f) provide to **Our** credit card providers;

(g) credit reporting and fraud checking agencies;

(h) debt collection agencies, in the event of **Your** default in payment of monies owed to **Us**;

(i) city councils and governments or private organisations responsible for the processing of handling traffic related infringements;

(j) driver licensing authorities; and

(k) government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

3.3 Customers are welcome to request a copy of any personal information held about them at any time. **We** also welcome requests to amend information to keep **Our** records up to date.

4 Vehicle Data

4.1 All **Vehicles** come equipped with a global positioning system (GPS) or similar type tracking device that may also collect information about the **Vehicle**.

4.2 If **You** have an accident, or suffer any loss, theft or damage to the **Vehicle** during **Your** rental or suffer any mechanical failure, **We** will collect information regarding such incident including **Your** report of the incident and any police or other third party report including details of those involved, together with the nature of any personal injuries and/or damage to the **Vehicle** and optional extras. **We** will use this information to perform **Our** contract with **You** (for example, the **Vehicle Rental Agreement** and/or the terms of any optional extra like coverages); for **Our** legitimate business interests (for example, in recovering the costs of any loss or damage caused to the **Vehicle**); for complying with any legal obligation on **Us** (for example, making any required notification of the incident to appropriate authorities); and establishing, exercising or defending legal claims arising as a result of such incident.

4.3 During **Your** rental **We** will collect where and when **You** rented the **Vehicle,** where and when **You** returned the **Vehicle**, coverage preferences, fuel consumption, mileage, accident history and other information related to the **Vehicle** and **Your** use of it. This information is required in order to provide **You** with the services **You** requested under the rental contract or for **Our** legitimate business interests (for example to monitor the usage of **Our** vehicle fleet).

4.4 In addition to the purposes listed above, **We** use this information to better understand **Our** customers and provide **You** with relevant offers.

4.5 **We** will also collect information about any speeding, parking, toll or other traffic-related fines that **You** incur or any traffic offences that **You** commit during **Your** rental where these are provided to **Us** by any law enforcement agency. **We** will use this information to deal with such fine or offence in accordance with the terms of **Your Rental Agreement** with **Us**.

4.6 Where **You** inform **Us** that **You** have a medical disability that requires an adapted **Vehicle** or other driver aid **We** will use that information in order to provide **You** with the service **You** requested and where **You** have given **Your** explicit consent to **Us** using that information.

4.7 When **You** call **Us** (from any phone), **We** may record or monitor the call for quality control, training or similar purposes.

4.8 **We** will only use this information for the specific reason for which it is provided. If **You** believe that one of **Your** contacts has provided **Us** with **Your** personal information and **You** would like to request that it be removed from **Our** database, please contact **Adventure Rentals** customer service.

5 Third Party Web Sites

5.1 **Our** web site may contain links to partner or third party web sites. **We** do not monitor or control the information collected when **You** choose to click on a link that takes **You** to one of these sites.

6 Consent

6.1 By accessing **Our** web site or by entering into a **Rental Agreement** with **Us** and by giving **Us Your** personal details, **You** are agreeing to the collection, storage and processing of **Your** personal information by **Adventure Rentals**.

7 Changes to Privacy Policy

7.1 Any changes to **Our Privacy Policy** will always be reflected on this Internet site in order that **You** will always know what information **We** gather and how this information is used.

8 General

8.1 **Adventure Rentals** are committed to protecting **Your** privacy. **We** will not share **Your** details with a third party and will only communicate with **You** to market **Our** services, and those of **Our** business partners.

8.2 **We** do, however, reserve the right to pass **Your** information to third parties if obliged by the laws of the state of Northern Territory to do so.

9 Changes to These Terms

9.1 We reserve the right to amend, modify, add, delete and make corrections to this **Privacy Policy** and at any time without notice.