

## Awesome Van & Camper Hire Terms & Conditions

This rental agreement ("Agreement") is made on the date specified in the Schedule on the reverse side (the "Schedule") between Awesome Van & Camper Hire ("AWESOME CAMPERS") and the customer ("HIRER") whose name and address appears in the Schedule. AWESOME CAMPERS and the HIRER agree with each other as follows:

### 1. RATES AND CONDITIONS

Rates and conditions quoted on AWESOME CAMPERS website and/or documentation are subject to change without notice. However, (subject to changes in legislation or errors) AWESOME CAMPERS will not alter rates or conditions applicable to the HIRERS rental once the booking has been confirmed by AWESOME CAMPERS. Please note all prices are quoted and payable in Australian Dollars, and all refunds (if applicable) will be applied in Australian Dollars. AWESOME CAMPERS accepts no responsibility for exchange rate fluctuations, positive or negative.

### 2. RENTAL DURATION & EXTENSIONS

Rental days are calculated on a calendar day basis. When calculating the number of days, the Vehicle is rented, the day of pick-up is counted as day one of the rentals, regardless of pick-up time. The day of the Vehicle's return is counted as the final day of the rental, regardless of drop-off time.

Late pick up or early return of the Vehicle does not entitle the Hirer to any refund of the unused portion of the rental.

Extensions may be organized through the sales office, subject to availability, and at the current rental rate. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension.

Failure to obtain an authorization for a rental extension will result in a late fee of AU\$100.00 per day in addition to the daily rental rate for each day until the Vehicle is returned. The daily rental rate charged will be the rate applicable on the day of extension per Vehicle for the extended rental period.

### 3. VEHICLE PICK-UP AND DROP-OFF

Vehicles are available for pick-up at a designated time on the first day of the hire period and must be returned on the agreed date at the nominated depot before 3:00pm.

Vehicle pick-up or return outside of branch hours are subject to an after-hours fee of AU\$110.

**CHANGE OF DROP OF LOCATION:** If the HIRER wishes to change the drop-off destination, they must first obtain authorization from the office by calling **+6129740 7462**.

Subject to the change being approved an additional charge of up to AU\$1100 may apply, which will be notified to you at time of approval. The fee may apply in all cases irrespective of the reason for location change.

**DROPPING OF AT A DIFFERENT DEPOT:** An unauthorized drop-off to a depot other than that contracted for (as stated on the rental agreement) will result in a relocation fee being charge to the renter of \$750.00 in addition to the daily rate for each day the vehicle is delayed.

**EARLY & LATE DROP-OFFS:** Early pick-ups can be organized in advance, subject to availability. Late returns will be charged for additional days. If no extension has been approved, AWESOME CAMPERS has the right to report the Vehicle as stolen to the Police. Administration fees may also apply. If the HIRER wishes to drop-off the Vehicle after business hours, they must first obtain approval from the destination branch. There will be no refund or credits for early returns.

**PICK-UP INSPECTION:** An inspection of the vehicle will be conducted by THE HIRER and AWESOME CAMPERS prior to the vehicle being released for rental. The inspection will cover external panel and windscreen, internals of the campervan, and inventory supplied.

A Condition report is supplied and filled out with the AWESOME CAMPERS representative, showing any damage to the vehicle. The condition report also confirms that the vehicle is in a clean and satisfactory state on collection. If you do not agree with this, please inform the AWESOME CAMPERS representative to provide AWESOME CAMPERS the opportunity to rectify any points prior to departure.

Once the condition report is signed, the HIRER agrees that they have received the vehicle in satisfactory condition and no refunds will be provided for issues with the condition of the vehicle from this point forward.

Before returning the vehicle you are required to remove all of your rubbish, clean out any mud, grass and or sand from the floor of the vehicle. All Camping equipment is to be returned in a clean condition, free of dirt, dust and sand. A full fuel tank (or as received on collection) on the return date, time and location set out in the Rental Agreement otherwise a \$150.00 cleaning fee and a \$10.00 refueling fee + the cost of the fuel will be charged.

**VEHICLE MODEL AND SIZE:** All AWESOME CAMPERVANS vehicles are advertised openly and honestly on our website with an accurate description of age, size and carrying capacity of the vehicle.

All vehicles are supplied in direct relationship to models booked by the HIRER. Any cancellation or refusal to take the vehicle that was booked is classed as a cancellation on the day of pick-up and will not be entitled to a refund under any circumstance.

**VEHICLE SUBSTITUTIONS:** AWESOME CAMPERS reserves the right to upgrade to a higher rated vehicle at no extra cost.

**RENTAL TIME EXTENSIONS:** Rental time extensions are at the discretion of AWESOME CAMPERS Management and rely entirely on future demand and availability. Any request for an extension MUST be communicated as soon as possible and approved with Head Office.

### 4. NO SMOKING IN OR AROUND THE VEHICLE

AWESOME CAMPERS has a strict no smoking in or around the vehicles policy. If AWESOME CAMPERS staff or acting Agents detect the smell of smoking in or on the vehicle, an additional charge for \$150 on top the 'cleaning fee' will be charged. This will be used to cover the extra cleaning time needed to remove the odour from the vehicle for the next customer.

### 5. INFRINGEMENTS

AWESOME CAMPERS reserves the right to charge the HIRER for any traffic or parking fines or unpaid toll notices received; associated administration costs and/or accidents including third party property damage not reported on return of the Vehicle. The administration fee per incident or fine/notice received will be AU\$75.

### 6. TOLL CHARGES

AWESOME CAMPERS is responsible for payment of all tolls incurred during the rental period. An E-TAG will be supplied for each campervan, which is glued to the back of the rear vision mirror. If the E-TAG is lost or damaged during the hire a replacement cost of \$45.00 will be charged.

### 7. CANCELLATION

The initial deposit of \$250 paid is non-refundable. In addition to forfeiting your deposit, the following charges also apply:

- If Cancelled 14 business days to 0 day prior to pick up or no show: 100% of Total Rental
- If vehicle is returned early for any reason whatsoever: No refund available.
- Cancellations due to COVID-19, border closures, natural disasters and pandemics that prohibit you from traveling will not be refunded. Awesome Campers will hold the amount paid on your booking as a credit for a future booking. This credit will be valid for 12 months from the point of cancellation.

### 8. KEYS

The HIRER will be responsible for full cost of replacing keys which are lost, broken or for the retrieval of keys locked in a vehicle. The cost of a locksmith travelling to the vehicle will be at the HIRER'S expense. AWESOME CAMPERS will not be responsible for any additional expense occurred by the HIRER if they lose the Keys.

### 9. WRITING AND CALCULATION ERRORS ON RENTAL AGREEMENT

In the event that a written and/or a calculation error has occurred, the HIRER authorizes AWESOME CAMPERS to charge their credit card for any shortage, or if there is an overpayment, to receive the overpayment from AWESOME CAMPERS.

### 10. AWESOME CAMPERS LIABILITY

AWESOME CAMPERS will not be liable to the HIRER for any loss, damage or inconvenience caused by delayed delivery of the vehicle, or by the vehicle not being as described in an AGENT'S brochure, or by the vehicle not being suitable for the HIRER'S purposes, except as required by law. The photos displayed on AWESOME CAMPERS website are taken by the staff of AWESOME CAMPERS and are updated yearly.

AWESOME CAMPERS will not be liable for any loss or inconvenience from change in drop-off location caused by natural disasters such as, but not limited to, floods, bushfires, cyclones, hailstorms, earthquakes or any riot or civil disobedience or any other event that it is out of the control of AWESOME CAMPERS. Additionally, AWESOME CAMPERS will not be liable for any personal injury or damage to the HIRER'S property caused by any matter or event out of the control of AWESOME CAMPERS.

**AGENT NON-PAYMENT:** In the case of non-payment to AWESOME CAMPERS of payments made by THE HIRER to an AGENT, the HIRER hereby agrees to make full payment for the gross amount of the rental prior to the pick- up of the vehicle.

**TRANSFERS:** Transfers to and from the AWESOME CAMPERS depot is not included in the rental price. It is the responsibility of the HIRER to arrange transport to and from AWESOME CAMPERS depots.

**MAXIMUM NUMBER OF PASSENGERS:** The HIRER agrees that the vehicle rented may only be used to carry the maximum number of passengers as shown on the Rental Agreement or as dictated by licensing authorities. AWESOME CAMPERS will not accept any liability if these Terms are breached.

**RENTAL REFUSAL:** AWESOME CAMPERS reserves the right to refuse any rental, or the continuation of any rental at its discretion .

### 11. TAXS AND GOVERNMENT CHARGES

All charges are inclusive of 10% GST

### 12. ADMINISTRATION FEES

An administration fee of \$60.00 will apply to all bookings, including relocations.

### 13. LICENCE

The HIRER is required to provide Branch staff with their valid drivers licence upon collection of the Vehicle. The HIRER agrees to the Branch staff collecting and recording their personal details as a condition of this Agreement. If the HIRER has an International Licence, then they are required to supply their original passport to the Branch staff, in addition to their drivers licence. which must be valid for 6 months and the driver must be a least 21 years of age. A valid overseas or International Driver's Licence is permitted.

### 14. USE OF THE VEHICLE

The HIRER agrees that, during the Rental Period, the HIRER will not allow the Vehicle to be;

- Driven in any manner other than a prudent and cautious manner. For the avoidance of doubt, a single vehicle writoff or rollover, any damage to vehicle in contravention of Clause 14 "Use of Vehicle", any damage caused by any act or omission of the HIRER or its guests (e.g. sitting or standing on the bonnet or roof of the Vehicle or disregarding signposted height restrictions entering or exiting Car parks or Drive Thru's), are considered to be a breach of this condition and the HIRER will be responsible for the cost of damage
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- Exceed the speed limit
- Any person who is not identified on the Rental Agreement
- Left with the ignition key in the Vehicle while it is unoccupied;
- (a) Damaged by: (b) Submersion in water;
- (c) Contact with salt water;
- (d) Creek or river crossing;
- (e) Driving through low plain flooded areas;
- (f) Beach driving
- (g) Used for any illegal purpose or in any race, rally or contest;
- (h) Used to tow any vehicle or trailer;
- (i) use cookers inside the cabin of the Vehicle or in a dangerous manner.
- (j) use the Vehicle to carry a child without the use of an approved child restraint (as defined in the Australian Road laws. Australian law requires any child under the age of 7 years to be seated in an approved child restraint;
- (k) Used to carry passengers or property for hire or reward;
- (l) Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle Manual or on the Vehicle or specified in this Agreement;
- (m) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material.
- **(n) NOT to be DRIVEN ON COUNTRY ROADS AT SUNSET OR AFTER DARK AS THE RISK OF COLLISION WITH NATIVE WILDLIFE IS GREATLY INCREASED**
- (o) driven other than who is on the rental agreement and have been approved by AWESOME CAMPERS and added to the rental agreement as an additional driver.
- All vehicles are fitted with GPS Trackers.

### 15. ROAD RESTRICTIONS

AWESOME CAMPERS have two-wheel drive vehicles and they are not allowed to travel on unsealed roads such as dirt, gravel, fire trails, beaches, sand tracks, off roading or 4x4 trails. **Travelling on these roads voids all damage protection cover and the HIRER will be liable for all damage caused by travelling on these roads.** The only exception to this is reasonable use of access roads less than 3 kilometers to a recognized commercial campgrounds, beach or official car park in a National Park. However, if the HIRER does damage the vehicle on an access road, then they are fully liable for all damages and towing costs to recover the vehicle back to the nearest AWESOME CAMPERS Depot. If the HIRER takes the vehicle on a ferry to any Australian Island, then the HIRERS are fully responsible for all towing costs back to the nearest AWESOME CAMPERS Depot if they have a problem with the camper van regardless who is at fault. AWESOME CAMPERS values your well-being, and for safety purposes AWESOME CAMPERS reserves the right, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions, and the instance to nominated destinations in relation to the length of hire period. AWESOME CAMPERS will advise you on pick up of any travel restrictions known at that time.

The HIRER shall not make any alternations or additions to the Vehicle without the prior written consent of AWESOME CAMPERS.

### 16. ANIMALS & PETS

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

## 17. INSECT INFESTATION

AWESOME CAMPERS is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes. AWESOME CAMPERS takes all reasonable steps to ensure that the Vehicle is bug free prior to collection by the HIRER. No refunds will be provided for any infestations mentioned above or that could have occurred during the rental period.

## 18. NIGHT DRIVING

AWESOME CAMPERS prohibit night driving, especially through the country or native bush areas. **IF YOU CHOSE TO DRIVE OUTSIDE ANY CITY LIMITS BETWEEN 6PM (1800 HOURS) AND 6.30AM (0630 HOURS) AND HIT AN ANIMAL**, such as a kangaroo, an **ADDITIONAL CHARGE** will be incurred by the HIRER to cover towing costs to transport the Vehicle back to the Depot. The HIRER will be responsible for the recovery/towing costs to the nearest major town of the incident and is liable for the first \$5000 worth of towing cost to recover the vehicle to an AWESOME CAMPERS Depot. If an accident occurs, the HIRER is required to notify AWESOME CAMPERS immediately and obtain a Police Accident Report with the time and location of the accident as soon as is practicable, and supply a copy to AWESOME CAMPERS within 2 business days.

## 19. PROHIBITED AREAS VEHICLES/REGIONS

Prohibited Areas - Certain parts of Australia are designated as prohibited areas, due to the remoteness and conditions of roads as these areas are unsafe to travel through, they are prohibited at all times. Please obey any and all street signs and road rules. **NT & WA NO VEHICLES ARE PERMITTED IN THESE STATES OR TERRITORIES. KATA TUITJA / ULURU & ALICE SPRINGS PERMITTED – SEALED ROADS ONLY.** If you have a you Classic Campervan you are not permitted to travel in SA/NT. YOU WILL LOSE YOUR BOND IF YOU CONTRAVENE THIS CLAUSE.

**Any unsealed roads in NT, SA, QLD, NSW, ACT and VIC are not to be driven on at ANYTIME, your contract will be cancelled on the spot and you will be liable for \$3000 for contravening your contract with Awesome Campers.**

## 20. MAINTENANCE AND REPAIRS

- The HIRER will take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, making sure that the fuel & Water caps are replaced on the motor, radiator etc and will contact AWESOME CAMPERS immediately should vehicle warning lights indicate any potential malfunction. If the customer has not done these checks daily and or not replaced the water or fuel caps and there is an issue with the motor/vehicle the customer will be liable for any and or repairs and towing cost to recover the vehicle.
- AWESOME CAMPERS will reimburse the HIRER for expenditure up to AU\$100 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over AU\$100, AWESOME CAMPERS will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the HIRER was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.
- Subject to the terms of the Excess Reduction, the HIRER will pay for the cost of repairing or replacing the tires damaged during the Rental Period except if the tyre is defective and is returned by the HIRER to AWESOME CAMPERS for inspection and is subject to a warranty claim on the manufacturer.
- The HIRER will be liable for any cost associated with the incorrect use of fuel (being diesel or petrol), this includes Bio-Diesel which should NOT be used, or water or other contamination of fuel.
- Regular Unleaded 91 or 95 is to be used in all AWESOME CAMPERS vehicles. Fuel is to be refilled by the HIRER when required. The fuel economy of each individual vehicle may vary depending on several contributing factors including but not limited to how the vehicle is driven, tyre pressure, weather and vehicle loading. AWESOME CAMPERS will not be held responsible for any variations to fuel economy. The fuel level of the vehicle is indicated on the condition report on pick-up, please return the vehicle with the same level as indicated. Please note; we do not supply the vehicles with a full fuel level. Vehicles returned with a lower level of fuel than indicated will be charged at the market price. If you run out of fuel and request roadside assistance you will be liable for the call out fee, in addition to the cost of the fuel and expenses retrieving the fuel.
- Problems in remote area and during Australian national holidays such as Christmas, Easter, etc. Due to the sheer size of Australia, sometimes it may take longer than normal to relocate a replacement vehicle, spare part, fix a problem on the roadside or be towed to the nearest garage, if this happens, then AWESOME CAMPERS will do its utmost to rectify the problem as soon as possible, but will not be held liable to any additional costs the hirer may incur due to being in a remote location or a Public Holiday.
- Malfunction of Radio/Cassette players, DVD, GPS, Stoves, Air-conditioning Units, Refrigerator, Water Pumps are not considered a mechanical breakdown as the vehicle is still able to continue driving during your holiday. No alternative accommodation or food items will be paid for during the duration of these malfunctions. If one of these items does go wrong, then they can only be inspected at one of our authorized regional depots across Australia.
- Any problems associated with the vehicle, including equipment failure, must be reported to AWESOME CAMPERS as soon as possible and within 24 hours to give AWESOME CAMPERS the opportunity to rectify the problem during the rental period. Failure to notify AWESOME CAMPERS will compromise any claims for compensation. We do not accept liability for any claims submitted after this period. If AWESOME CAMPERS is either not contact or the HIRER does not allow AWESOME CAMPERS the opportunity to rectify the problem during the rental period, the HIRER agrees that the problem is of such a minor nature that the HIRER makes no claim for loss of time in respect of the rental period.
- The HIRER also agrees that AWESOME CAMPERS is not responsible for any claims made by the HIRER after the return of the vehicle. Note: it can often be difficult to carry out repairs during weekends and holidays periods and/or in remote area due to limited opening times and/or spare parts and AWESOME CAMPERS will not provide refunds due to delays in obtaining parts for repairs.
- Any refund for on-road problems will be processed when the vehicle is dropped off at its final destination. Down time will be calculated in rentals days, and the refund will be credited against the HIRER'S credit card.
- The HIRER will pay AWESOME CAMPERS the daily rental rate for the period the Vehicle is off fleet for accident repairs or Negligence.

## 21. ROADSIDE ASSISTANCE

All AWESOME CAMPERS Vehicles have RACQ Membership, giving you the peace of mind of roadside assistance. Please note that hirers will be liable for fees in the event of human error – for example:

- Locked keys in the vehicle
- Flat Battery
- Tyre Change
- Non-Mechanical Issues
- Use outside of contracted area of use, or damage caused by negligence

Any problems associated with the Vehicle, including equipment failure, must be reported to AWESOME CAMPERS within 24 hours in order to give AWESOME CAMPERS the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. AWESOME CAMPERS reserves the right not to accept liability for any claims submitted after this period. Please contact AWESOME CAMPERS on: **+6129740 7462.**

## 22. VEHICLE DAMAGE EXCESS REDUCTION OPTION

The HIRER understands that:

- AWESOME CAMPERS Vehicles have Compulsory Third Party Insurance Cover. CTP insurance is mandatory in all States and territories and provides compensation for bodily injuries caused by vehicles. It does not provide cover for any damage to the vehicle.

- All AWESOME CAMPERS Vehicles have Third Party Property Damage, this covers damage to the other vehicle.
- AWESOME CAMPERS do not cover single vehicle accidents or single vehicle roll overs
- The HIRER is liable for the cost of damage to the vehicle or third party property damage up to the amount of the SECURITY DEPOSIT/BOND held unless classified as a SINGLE VEHICLE ACCIDENT or the contact has been breached.
- The excess may be reduced by taking out Excess Reduction coverage (see below)

Any Excess Reduction is void, and the Customer will be responsible for the total cost of any damage (as per Clauses 13, 14, 15, 17, 18, 19 and 20) if the Customer breaches any of the conditions on the terms and conditions.

If no Excess Reduction Option is taken, the Customer is responsible for the first AU\$3000.00 of the cost of damage

You are required to take one of the following Excess Reduction Options:

### Awesome Campervans Liability Reduction Options

LIABILITY OPTIONS	DAILY CHARGE	BOND LIABILITY & TYRES	FRONT WINDSC REEN	EXTRA DRIVE R	SINGLE VEHICLE INCIDENT
Standard liability	\$0	\$4,000	NO	NO	\$5000 EXCESS
Liability C	\$25	\$2,500	2 Tyres	YES	\$2500 EXCESS
Fast Track Package 25+ years	\$40	\$500	4 Tyres	YES	\$1500 EXCESS
Fast Track Package 21-25 Years	\$40	\$0	4 Tyres	YES	\$Nil EXCESS

The excess applies in respect of each claim, not rental.

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

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

If you choose Standard Liability or Liability C and Fast Track package Options, please note the following:

The excess/Bond is will need to be paid by cash or put onto your credit card for the duration of the rental. If the bond is paid by cash, our depots do not keep cash on the premises and are unable to refund bonds as cash. Any cash bond due for return will be transferred into a bank account nominated by the hirer. Any bank fees associated with this are to be borne by the hirer).

**Please Note:** Any additional extras included in our insurance options are subject to availability. Fast Track Package & Liability C: Front Windscreen and 4 x Tyre coverage is limited to one free coverage per booking.

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

However, if the terms of the Rental Contract are breached and the security deposit is insufficient to cover the damage then the HIRER will be liable for any extra cost. If the vehicle is returned with any damage, or has been involved in an accident, whether the fault of the HIRER or not, the SECURITY DEPOSIT/BOND will be retained by AWESOME CAMPERS until the full cost of the damage is determined, or the claim has been settled by the Third Party's Insurance Company.

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

### 23. TYRE & GLASS DAMAGE

Any damage to the vehicles tyres or glass will be the responsibility of the HIRER and this will be deducted from the security bond. The average cost to repair a windscreen chip is AU\$150.00, and the average cost to fit a new windscreen is AU\$600. The average cost for tyre replacement is AU\$450.00. Therefore, we suggest taking out Liability C insurance which is included in the cover.

### 24. ROOF & UNDERBODY DAMAGE

**REGARDLESS OF WHICH INSURANCE RISK REDUCTION OPTION THE HIRER HAS SELECTED, ALL POLICIES EXCLUDE ROOF, SIDE WINDOWS, BACK WINDSCREEN, SUNROOFS & UNDERBODY DAMAGE.** This is not covered under insurance and the HIRER is liable for all costs in relation to damage and repairs both to the vehicle and third party claims including property.

You may be liable for extra costs while your vehicle is off the road for accident repairs

### 25. LIABILITY C COVER

AWESOME CAMPERS Liability C Coverage covers you for Third Party Damage, tyres, front windscreen breakages. (does not include, side and back windows, sunroofs, roof & underbody).

**Damage and/or Loss to Personal Belongings –** AWESOME CAMPERS accepts no liability or responsibility for damage to or loss of personal belongings left in the vehicle.

**WE ALSO STRONGLY RECOMMEND THAT YOU DO NOT DRIVE ON HIGHWAYS BETWEEN 6.30PM AND 5AM AS THE RISK OF COLLISION WITH NATIVE WILDLIFE IS GREATLY INCREASED. IT IS STRICTLY FORBIDDEN IN THE OUTBACK, DUE TO PEOPLE FALLING ASLEEP WHILE DRIVING AND WILDLIFE. HIRERS WILL BE LIABLE FOR ALL THE COSTS OF THE REPAIR.**

### 26. SINGLE VEHICLE ACCIDENT DAMAGE/SINGLE VEHICLE ROLLOVER

Single Vehicle accidents are defined as any damage that is done to the vehicle when no other vehicle is involved (for example you hit a tree and not another vehicle is involved). This also includes the HIRER having an accident with another vehicle, but the Hirer cannot provide Awesome Campers with the other driver's details and a Police Report stating the time and location of the accident. Examples of single vehicle accidents include running into trees, guideposts or animals, (whether intentionally or not) whilst travelling forward or reversing. If a vehicle is involved in a 'Single Vehicle accident' Or Negligence, due to not checking the oil and Water levels and causes damage to the motor and can not be repaired, then this will incur a Charge of up to \$5000.

**ANY ADDITIONAL CHARGE TO COVER TOWING THE VEHICLE BACK TO BASE.** The HIRER will be responsible for the recovery/towing costs to the nearest major town of the incident and is liable for the first \$5000 worth of towing cost to recover the vehicle to an AWESOME CAMPERS Depot. If an accident occurs, the HIRER is required to notify AWESOME CAMPERS immediately and obtain a Police Accident Report with the time and location of the accident as soon as is practicable, and supply a copy to AWESOME CAMPERS within 2 business days. If the customer is negligence and has not maintained the vehicle as per (20). The customer will be liable for the towing cost of up to \$5000 to recover the vehicle to an AWESOME CAMPERS Depot. **A single vehicle rollover or written off, is considered a breach of our terms and conditions and you will be liable for full recovery and replacement costs.**

**DO NOT SWERVE FOR ANIMAL.** - If an animal runs out in front of you, apply the brakes, but do not swerve. If you hit the animal, you may sustain damage. If you swerve, you will roll and definitely cause damage. You may even sustain serious personal injury. The HIRER will be financially responsible for any damage sustained by incidents involving animals.

## 27. PROCEDURES IN CASE OF ACCIDENT

If the HIRER is involved in a motor vehicle accident during the rental agreement term, the following procedures should be followed:

### AT THE ACCIDENT SCENE THE HIRER MUST:

1. Obtain the names and addresses of third parties and any witnesses, take as many photos as you can.
2. Report the accident to police, regardless of estimated damage costs.
3. Not accept blame or insist the other party is at fault.
4. If possible, photograph damage to all vehicle(s) and registration number(s).
5. Phone the nearest AWESOME CAMPERS Branch with the accident's details within 24 hours.

### AT THE BRANCH:

1. The HIRER must produce their Driver's License and hand over the police report (if applicable) and any supporting photographs.
2. The HIRER is required to pay the excess (if applicable) and any other amount due by them in respect to any damage arising from an accident, loss, or damage. This amount is payable at the time of reporting "the event" and not at completion of the Rental Period.
3. The AWESOME CAMPERS Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the HIRER.

### EXCHANGE VEHICLE:

1. The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, client location, accident liability and remaining hire duration. Charges may be incurred by the HIRER (see below).
2. If an exchange Vehicle is required as a result of an accident, the HIRER is responsible for making their own way to the nearest AWESOME CAMPERS branch or pick up location at their own expense.
3. The HIRER will pay for any costs relating to delivery of an exchange vehicle as a result of any single vehicle accident. This charge applies irrespective of any excess reduction taken.
4. A new Security Bond will be required for the exchange vehicle.

### IMPORTANT NOTE:

Under NO circumstances should the HIRER attempt to start or drive a vehicle that has been involved in an accident or wildlife accident, damaged by roll-over, water submersion or by any other means without permission from AWESOME CAMPERS.

If the vehicle is un-drivable after an accident and the HIRER would like to have a replacement vehicle, this will be subject to availability, distance and time. The HIRER must at his/her own expense, make his/her own way to the nearest AWESOME CAMPERS Branch. If a replacement vehicle is available and accepted by the HIRER for the remainder of the Rental Period a new Excess Reduction policy will be required.

**ANY ADDITIONAL CHARGE TO COVER TOWING THE VEHICLE BACK TO BASE.** The HIRER will be responsible for the recovery/towing costs to the nearest major town of the incident and is liable for the first AUD\$3000 worth of towing cost to recover the vehicle to an AWESOME CAMPERS Depot. Note: HIRER must supply a Police Accident Report with the time and location of the accident and report it immediately to AWESOME CAMPERS.

## 28. CONTRACTUAL RIGHTS

By signing this Rental Agreement, the HIRER accepts these Terms and Conditions and agrees to be bound by Australian laws. AWESOME CAMPERS makes no express or implied warranty in relation to this Agreement.

## 29. DISCLAIMER

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

## 30. GENERAL CONDITIONS

### Non-Merger of Provisions

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

### Waiver

A waiver by AWESOME CAMPER of the HIRER's default under this Agreement, will not constitute a release of the defaulting party's obligation to observe and perform all of its obligations under this Agreement in the future.

### Entire Agreement

This document embodies the entire agreement and understanding between the parties concerning its subject matter and succeed and cancel all other agreements and understandings concerning the subject matter of the Agreement.

### Amendment

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

### Jurisdiction

These Agreement are to be governed by and construed in accordance with the law of New South Wales.

## 31. NOTICE

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

- if served or delivered personally on the party to be served or on that party's solicitor;
- if posted by pre-paid post addressed to the party to be served at that party's address appearing in this Agreement or to that party's solicitor;
- if sent by facsimile transmission to the party to be served or to that party's solicitor;
- if sent by Electronic Communication to the party to be served or to that party's solicitor; or
- if served or delivered in any other manner authorised by the Supreme Court Rules for service of documents on parties or their solicitors.

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

Service or delivery:

- by facsimile transmission will be deemed to have been made or given at the moment the sender's facsimile machine confirms transmission to the recipient's machine, subject to the production of a transmission report to that effect, and
- by Electronic Communication will be deemed to have been made or given at the time of receipt under the *Electronic Transactions Act 1999* (Cth).

## 32. DISPUTE RESOLUTION

Any dispute between the parties in connection with this Agreement (the "**Dispute**") must be attempted to be resolved by the following procedure ("**Mediation**") before a party may commence any Court proceedings in connection with the Dispute:

- either party may start a Mediation by serving a notice to that effect on the other party (the "**Mediation Notice**");
- the Mediation Notice must state that a dispute has arisen and identify what is in dispute;
- the parties must jointly appoint a mediator within fourteen (14) days of the service of the Mediation Notice, failing which a mediator is to be appointed by the then CEO of the *Law Institute of New South Wales* on the application of either party (in either case, the person so appointed is now called the "**Mediator**");
- the parties must observe the instructions of the Mediator about the conduct of the Mediation; and
- if the Dispute is not resolved within fourteen (14) days after the Mediator has been appointed, or any other time which the parties agree to in writing, the Mediation ceases.

The parties must bear and pay an equal share of the Mediator's costs.

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

The Mediation procedure will be confidential to the extent that:

- written statements prepared for the Mediator or for a party; and
- any discussion between the parties and between each of them and the Mediator during the Mediation, cannot be used in any subsequent proceedings in connection with the Dispute.

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

## 33. INTERPRETATION

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

The Agreement is to be interpreted so that it complies with New South Wales law, although if any provision does not comply, then that provision is to be read down so as to give it as much effect as possible. However, if it is not possible to give the provision concerned any effect at all, then it is to be severed from the Agreement, in which case the remainder of the Agreement will continue to have full force and effect.

Any obligation imposed by this Agreement on two or more persons binds them jointly and each of them severally.

Any obligation, representation, warranty, or right in this Agreement in favour of more than one person is for their benefit separately and jointly.

The legal doctrine of *contra proferentum* does not apply to this Agreement, which means that a provision in the Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement and/or the inclusion of the provision concerned.

## 34. COVID CREDITS/COVID-19 CLEAN

Covid Cancellations, no monetary refunds. Cancellations due to COVID-19, border closures, natural disasters and pandemics that prohibit you from traveling will not be refunded. Awesome Campers will hold the amount paid on your booking as a credit for a future booking. This credit will be valid for 12 months from the point of cancellation. COVID-19 Cleaning of Campervans – If you test positive to COVID-19 while on hire you will be subject to a cleaning fee of up to \$1000.