AWESOME CAMPERS

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 PTY LTD (ACN 141 761 186) ('AWESOME CAMPERS, We, Our, Us') and the customer whose name and address appears in the Schedule ('Hirer, You, Your'). AWESOME CAMPERS and You agree with each other as follows:

1. RATES AND CONDITIONS

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

2. RENTAL DURATION & EXTENSIONS

2.1. Rental days are calculated on a calendar day basis. When calculating the rental period, the day of pick-up of the Vehicle is counted as day one (regardless of pick-up time) and the day of the Vehicle's return is counted as the final day of the rental (regardless of drop-off time) ('the Hire Period').

Late pick up or early return of the Vehicle does not entitle You to any refund of the unused portion of the Hire Period

2.2. Extensions to the Hire Period may be organised with the office by calling **+612 9740 7462** and is subject to the availability of the Vehicle, and at the current rental rate. The extra cost of an extended rental of a Vehicle must be paid by credit card on confirmation of the extension ("the Rental Extension").

2.3. Your failure to obtain a Rental Extension will result in a late fee of AUD$100.00 per day in addition to the daily rental rate for each day the Vehicle is late until the Vehicle is returned. The daily rental rate charged will be the rate applicable on the day after the end of the Hire Period and will be charged for each day the Vehicle is late being returned.

2.4. If You have not been granted a Rental Extension, AWESOME CAMPERS has the right to report the Vehicle as stolen to the Police.

3. VEHICLE PICK-UP AND DROP-OFF

3.1. Vehicles are available for pick-up at the 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.

3.2. Vehicle pick-up or return outside of branch hours is subject to an after-hours fee of AUD $110.00

3.3. If You wish to change the drop-off Depot, You must first obtain authorization from the office by calling **+612 9740 7462.** An additional charge of up to AUD $1,100.00 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.

3.4. Any drop-off to a Depot other than the Depot stated in this Agreement will result in a relocation fee being charged to You of AUD $750.00 in addition to the daily rate for each day the Vehicle is not at the correct Depot.

3.5. An inspection of the Vehicle will be conducted by YOU and AWESOME CAMPERS prior to the Vehicle being released to You for rental as follows:

3.5.1 The inspection will cover the external panels and windscreen of the Vehicle, the internals of the Vehicle, and the inventory supplied.

3.5.2 A condition report is supplied and You will complete it 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.

3.5.3 By signing the condition report, You agree that You 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.

3.6. All Vehicles are advertised with an accurate description of age, size and carrying capacity.

3.7. All Vehicles that are supplied match the Vehicle 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.

3.8. AWESOME CAMPERS reserves the right to upgrade You to a higher rated Vehicle at no extra cost.

3.9. 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 AUD $150.00 cleaning fee and a AUD $10.00 refuelling fee + the cost of the fuel will be charged

3.10. An inspection of the Vehicle will be conducted by YOU and AWESOME CAMPERS when the Vehicle is returned as follows:

3.10.1. The inspection will cover the external panels and windscreen of the Vehicle, the internals of the Vehicle, and the inventory supplied.

3.10.2. A condition report is supplied and You will complete it with the AWESOME CAMPERS representative, showing any damage to the Vehicle.

3.10.3. By signing the condition report, You agree that You have returned the Vehicle as recorded in the condition report.

4. NO SMOKING IN OR AROUND THE VEHICLE

AWESOME CAMPERS has a strict no smoking policies in or around the Vehicle. If we or our Agents detect the smell of smoking in or on the Vehicle, an additional charge for AUD $150.00 on top the 'cleaning fee' will be charged. This fee 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 You 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 is AUD $75.00.

6. TOLL CHARGES

6.1. In Australia, all toll roads are electronically tolled. There are no cash toll booths. If You use a toll road, You are responsible for paying the toll road fee. You can easily do so by registering for a pass within 3 days of travelling on the toll road. Most people travelling in Brisbane, Sydney or Melbourne will travel on toll roads and need to make sure they are paid.

6.2. You can take our Toll Road Fee Cover of AUD $75.00, this will cover travel on all toll roads in Australia. Failure to correctly register and pay for Your toll road usage within 3 days of travel will result in a toll infringement being issued. We reserve the right to charge You for any infringement and unpaid toll notices incurred during Your possession of the Vehicle. You also agree to pay administration costs of AUD $20.00 for each unpaid toll notice.

7. CANCELLATION

In the event of a cancellation, the following charges apply:

7.1. If You cancel up to 14 Business Days prior to pick up date: Free Cancellation (Excluding peak season Dec 14th to Jan 10th). Any deposit paid will be refunded (direct bookings only – if booked via a travel agent You will need to confirm with them). If You cancel a booking due to be picked up between Dec 14th to Jan 10th, 100% of the booking total will be forfeited. We recommend purchasing travel insurance when travelling Australia to minimise any financial loss due to unforeseen circumstances.

7.2. If You cancel within 14 Business Days of pickup date: 100% of the booking total will be forfeited. We recommend purchasing travel insurance when travelling Australia to minimise any financial loss due to unforeseen circumstances.

7.3. Cancellations due to COVID-19, border closures, war/conflict, natural/man-made 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

You will be responsible for the full cost of replacing any keys which are lost, broken or for the retrieval of keys locked in a Vehicle including the cost of a locksmith travelling to the Vehicle. AWESOME CAMPERS will not be responsible for any additional expense incurred by You 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, You authorize AWESOME CAMPERS to charge Your credit card for any shortage, or if there is an overpayment, to receive a refund of the overpayment from AWESOME CAMPERS.

10. AWESOME CAMPERS LIABILITY

10.1. AWESOME CAMPERS will not be liable to You 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 required by law.

10.2. AWESOME CAMPERS will not be liable for any loss or inconvenience from any 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.

10.3. In the case of non-payment by an Agent to AWESOME CAMPERS of payments made by YOU to an AGENT, You agree to make full payment for the gross amount of the rental prior to the pick- up of the Vehicle.

10.4. Transfers to and from the AWESOME CAMPERS Depot is not included in the rental price. It is the responsibility of You to arrange transport to and from AWESOME CAMPERS Depots.

10.5. You agree that the Vehicle rented may only be used to carry the maximum number of passengers as shown in the Agreement or as dictated by licensing authorities. AWESOME CAMPERS will not accept any liability if these Terms are breached.

10.6. AWESOME CAMPERS reserves the right to refuse any rental, or the continuation of any rental at its discretion.

11. TAXES AND GOVERNMENT CHARGES

All charges are inclusive of 10% GST.

12. ADMINISTRATION FEES

An administration fee of AUD $90.00 will apply to all bookings, including relocations.

13. LICENCE

You are required to provide Us with Your valid drivers licence when You collect the Vehicle. A valid overseas or International Drivers Licence is permitted. You agree to the collecting and recording of Your personal details. If You have an International Licence, then You are required to supply Your original passport to Us in addition to Your drivers licence, which must be valid for 6 months and the driver must be a least 21 years of age.

14. USE OF THE VEHICLE

14.1. You agree that, during the Rental Period, You will not allow:

14.1.1. The Vehicle to be driven in any manner other than a prudent and cautious manner. For the avoidance of doubt, a single Vehicle write off or rollover, any damage to Vehicle in contravention of this Clause 14, any damage caused by any act or omission of You or its guests (including sitting or standing on the bonnet or roof of the Vehicle or disregarding signposted height restrictions when entering or exiting Car parks or Drive Thru's), are considered to be a breach of this clause and You will be responsible for the cost of damage;

14.1.2. The Vehicle to be driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of the limit that is permitted by law;

14.1.3. The Vehicle to exceed the speed limit;

14.1.4. Any person who is not identified on the Agreement as a driver driving the Vehicle;

14.1.5. The ignition key to be left in the Vehicle while it is unoccupied;

14.1.6. The Vehicle to be:

(a) Damaged by submersion in water;

(b) Damaged by contact with salt water;

(c) Damaged by creek or river crossing;

(d) Damaged by driving through low plain flooded areas;

(e) Used for beach driving;

(f) Used for any illegal purpose or in any race, rally or contest;

(g) Used to tow any Vehicle or trailer;

(h) Used for cooking inside the cabin or in a manner that poses a safety risk.;

(i) Used 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;

(j) Used to carry passengers or property for hire or reward;

(k) 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;

(l) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;

(m) Driven after 6pm on any highways, Freeways, Motorways, COUNTRY ROADS AT SUNSET OR AFTER DARK AS THE RISK OF COLLISION WITH NATIVE WILDLIFE IS GREATLY INCREASED;

(n) Driven by any person other than those listed on the rental agreement and who have been approved by AWESOME CAMPERS.

14.2. All Vehicles are fitted with GPS Trackers and You consent to the use of the GPS Tracker. You acknowledge GPS Trackers are fitted to allow us to track and locate the Vehicle:

(a) To locate the Vehicle in the event of an emergency;

(b) To verify the location in the event of an accident;

(c) To locate the Vehicle in the event of a breakdown or accident;

(d) To locate the Vehicle if it is stolen or not returned on time; or

(e) Any other purpose allowed for under the Privacy Act, 1988 Cth or any other laws.

14.3. You will comply with and ensure that all passengers comply with all laws regarding seat belts and child restraints.

14.4. You are responsible for the fitting of all children restraints to the Vehicle and accept full responsibilities for the suitability and fittings of all child restraints.

15. ROAD RESTRICTIONS

15.1. AWESOME CAMPERS Vehicles are two-wheel drive. You cannot travel in the Vehicles 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 You will be liable for all damage caused by travelling in length on these roads. The only exception to this is reasonable use of access roads less than 3 kilometers in length to recognized commercial campgrounds. However, if You damage the Vehicle on an access road, then You are fully liable for all damages and towing costs to recover the Vehicle back to the nearest Depot. If You take the Vehicle on a ferry to any Australian Island and encounter issues with the vehicle (regardless of fault), You will be fully liable for all towing costs back to the nearest Depot.

15.2. 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 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.

15.3. You will 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 our Vehicles. Carriage of pets or animals is a breach of contract 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 in the Vehicle including 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 Hire Period.

18. NIGHT DRIVING

18.1. AWESOME CAMPERS prohibits night driving, on any open roads, Freeways, Motorways or in Rural Areas. IF YOU CHOOSE TO DRIVE OUTSIDE ANY CITY LIMITS BETWEEN 6PM (1800 HOURS) AND 6AM (0600 HOURS) AND HIT AN ANIMAL, AND/OR HAVE AN ACCIDENT OF ANY SORT, an ADDITIONAL CHARGE will be incurred by You to cover towing costs to transport the Vehicle back to the Depot. You will be responsible for the recovery/towing costs to the nearest major town of the incident and liable for the first AUD$7,000.00 worth of towing costs to recover the Vehicle to a Depot.

18.2. If an accident occurs, You are 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

19.1. Certain parts of Australia are designated as prohibited areas, due to their remoteness and/or the condition of roads. Please obey any and all street signs and road rules.

Driving is totally prohibited on:

- Gravel or unsealed roads (except access roads less than 3km to recognised commercial campgrounds)
- Beaches and sand
- Fire trails
- Fields/paddocks
- Off-road tracks and 4WD terrain
- Sand Islands (Tasmania, Kangaroo Island permitted)

If we discover evidence that the vehicle has been used in a prohibited area, Your contract will be cancelled immediately and You will be liable for AUD $7000.00 for breaching Your contract with Awesome Campers.

20. MAINTENANCE AND REPAIRS

20.1. You 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 we find evidence that You have not performed these daily checks or if You have not properly replaced water or fuel caps and there is a subsequent issue with the Vehicle, You will be liable for the cost of any repairs and/or towing to recover the Vehicle.

20.2. AWESOME CAMPERS will reimburse You for expenditure up to AUD$100.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over AUD$100.00 AWESOME CAMPERS will need to be informed and approve the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided You were not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

20.3. Subject to the Excess Reduction, You will pay the cost of repairing or replacing the tyres damaged during the Rental Period except if the tyre is defective and is returned by You to AWESOME CAMPERS for inspection and is subject to a warranty claim on the manufacturer.

20.4. You will be liable for any cost associated with the incorrect use of any fuel (being diesel or petrol), including Bio-Diesel, or water or any other contamination of fuel.

20.5. Regular Unleaded 91 or 95 is to be used in all AWESOME CAMPERS Vehicles. Fuel is to be refilled by You when required. The fuel economy of each individual Vehicle may vary depending on 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. 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.

20.6. You acknowledge that 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 liable for any additional costs You may incur due to being in a remote location or it being a Public Holiday.

20.7. You agree that the malfunction of Radio/Cassette players, DVD, GPS, Stoves, Air-conditioning Units, Refrigerator, Water Pumps are not considered a mechanical breakdown, ('Equipment Failure'). We do not offer compensation for alternative accommodation or spoiled food in the event of non-mechanical issues. Equipment failure can only be inspected and repaired at one of our Authorized Regional Depots across Australia.

20.8. Any problems associated with the Vehicle, including Equipment Failure, must be reported to AWESOME CAMPERS as soon as possible and within twenty-four (24) hours to give AWESOME CAMPERS the opportunity to rectify the problem during the Hire Period. Failure to notify AWESOME CAMPERS will compromise any claims for compensation. We do not accept liability for any claims submitted after twenty-four (24) hours. If AWESOME CAMPERS is either not contacted or You do not allow AWESOME CAMPERS the opportunity to rectify the problem during the Hire Period You agree that the problem is of such a minor nature that You make no claim for loss of time in respect of the Hire Period.

20.9. You agree that AWESOME CAMPERS is not responsible for any claims made by You after the return of the Vehicle.

20.10. Any refund for on-road problems will be processed once the hire has been completed, (unless otherwise advised from Head Office) and a Deed of Release has been signed by the hirer. Down time will be calculated in rentals days, and the refund will be credited against the Hirer's credit card after a Deed of Release has been signed by the hirer. Once a refund has been approved, please allow up to 14 business days for funds to be processed.

20.11. You will pay AWESOME CAMPERS the daily rental rate for the period the Vehicle is off the road for accident repairs or due to Your negligence.

21. ROADSIDE ASSISTANCE

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

(a) Locked keys in the Vehicle.

(b) Flat Battery.

(c) Tyre Change/s.

(d) Non-Mechanical Issues.

(e) Use outside of contracted area of use, or damage caused by negligence.

21.2. 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: +612 9740 7462.

22. VEHICLE DAMAGE EXCESS REDUCTION OPTION

Awesome Campers offers optional Vehicle Protection Plans to reduce the excess (liability) you're responsible for if the campervan is damaged during your hire. These options are not a substitute for personal travel insurance. We strongly recommend that all travellers purchase travel insurance before driving in Australia.

22.1. COMPULSORY THIRD-PARTY (CTP) INSURANCE

All Awesome Campers vehicles are registered with Compulsory Third Party (CTP) insurance, as required by law in all Australian states and territories. CTP provides compensation for bodily injury caused to third parties in a road accident.

Please note:

- CTP does not cover damage to the campervan.
- CTP does not cover medical expenses, injury, or death of the driver or passengers if the driver is at fault.
- At-fault drivers are not covered under CTP and would need separate travel insurance to cover medical costs or losses.

We strongly recommend all hirers arrange suitable travel insurance to cover medical expenses, personal injury, or loss arising from an at-fault accident.

22.2. All AWESOME CAMPERS Vehicles have Third Party Property Damage, this covers damage to any other Vehicle involved in an accident.

22.3. AWESOME CAMPERS' Standard Liability does not cover Single Vehicle Incidents. Liability Reduction may be purchased as per the table below to reduce Your excess in the event of a Single Vehicle Incident, please note however that liability cover is not applicable in the event of a breach of the Terms & Conditions of Your Rental Agreement. **Single Vehicle Rollovers** are not covered at any time.

22.4. You are 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 Incident or the contract has been breached.

22.5. 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. If the Standard Liability Option is taken, the Customer is responsible for the first AUD$7000.00 of the cost of damage. You are required to take one of the following Liability Options:

LIABILITY OPTIONS	Daily Charge	Liability & Bond	Tyres	Front Windscreen	Extra Driver	Single Vehicle Incidents
Standard liability	$0	$5000	NO	NO	NO	$7,000 Excess
Halfway Cover	$35	$500	NO	NO	NO	$5000 Excess
Fast Track Pack 21-24 yrs	$45	$500	4 x Tyres	YES	YES	$1500 Excess
Fast Track Pack 25+ yrs	$45	$0	4 x Tyres	YES	YES	$0 Excess

22.6. The excess applies in respect of each claim.

22.7. 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.

22.8. 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.

22.9. If You choose **Standard Liability** or **Halfway Cover** or **Fast Track Pack**, please note the following:

29.9.1. The excess/Bond will need to be paid by cash or put onto Your credit card for the duration of the Hire Period.

29.9.2. 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.

22.10. Any additional extras included in our insurance options are subject to availability.

22.11. **Fast Track Pack Cover:** Coverage for one windscreen and up to 4 tyres per booking.

22.12. **SECURITY DEPOSIT/BOND RETURN:**

(a) 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.

(b) However, if the terms of the Rental Contract are breached and the security deposit is insufficient to cover the damage then You 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 You 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.

(c) The SECURITY DEPOSIT/BOND will then be returned to You 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 You and this will be deducted from the security bond. The average cost to repair a windscreen chip is AUD$150.00, and the average cost to fit a new windscreen is AUD $600.00 The average cost for tyre replacement is AUD$450.00. We suggest purchasing Tyre & Windscreen Cover or Fast Track Pack for front windscreen and tyre cover.

24. ROOF & UNDERBODY DAMAGE

Regardless of which insurance risk reduction option you have selected, all policies exclude coverage for damage sustained to roof, side windows, back windscreen, rear panels, sunroofs and/or underbody.

Damage to these parts of the vehicle is not covered by any of Awesome Campers protection options and You are 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. HALFWAY COVER

25.1. AWESOME CAMPERS Halfway Cover covers You for Third Party Damage.

25.2. 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.

Awesome Campers strongly recommends that **You do not drive on any roads, highways, motorways or freeways between 6pm and 6am** due to a greatly increased risk of collision with wildlife.

Driving in outback regions after dark is strictly forbidden due to increased risk of driver fatigue and collisions with wildlife. You will be liable for all repair and recovery costs in the event of an accident that occurs between the hours of 6pm and 6am.

25.3. You will need to get Your own Insurance for Personal Injury Claims.

26. SINGLE VEHICLE INCIDENT DAMAGE/SINGLE VEHICLE ROLLOVER

26.1. Single Vehicle incidents are defined as any damage that occurs to the Vehicle when no other Vehicle is involved (for example if You collide with a tree and no other Vehicle is involved). If You allege to have been involved in an accident with another vehicle and cannot provide Awesome Campers with the other driver's license, vehicle details and a Police Report stating the time and location of the accident, then this accident will be classified as a Single Vehicle Incident.

Examples of Single Vehicle Incidents include running into trees, guideposts or animals, (whether intentionally or not) whilst travelling forward or reversing.

If the Vehicle is involved in a 'Single Vehicle Incident as the result of Hirer Negligence, (failing to maintain oil and water levels, incorrect fuel, etc) resulting in damage to the motor that cannot be repaired, then You will be liable for up to AUD $7000.00. If the Vehicle is deemed as a write off then the cost of the Vehicle will be at the cost of market value of the time of the incident.

26.2. You will be responsible for the recovery/towing costs to the nearest major town of the incident and liable for the first AUD$7,000.00 worth of towing costs to recover the Vehicle to an AWESOME CAMPERS Depot. If an accident occurs, You are 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 Hirer is negligent and has not maintained the Vehicle as per (20), the Hirer will be liable for towing costs of up to AUD $7,000.00 to recover the Vehicle to an AWESOME CAMPERS Depot. A Single Vehicle Rollover or 'write-off', is considered a breach of our terms and conditions and You will be liable for full recovery and replacement costs.

26.3. DO NOT SWERVE FOR ANIMALS - 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. You will be financially responsible for any damage sustained by incidents involving animals.

27. PROCEDURES IN CASE OF ACCIDENT

27.1. If You are involved in a Motor Vehicle accident during the rental agreement term, the following procedures should be followed:

AT THE ACCIDENT SCENE YOU MUST:

1. Obtain the names and addresses of third parties and any witnesses - take as many photos as You can. Failure to obtain the details of all other parties involved in the accident is considered a breach of Your rental agreement and You will be liable for any/all damage & recovery costs (regardless of the Vehicle Excess Reduction Option You have selected).
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 within 24 hours with the details of the accident.

27.2. AT THE BRANCH:

1. You must produce Your Driver's License and the police report (if applicable) and any supporting photographs.

2. You are required to pay the excess (if applicable) and any other amount due 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.

27.3. EXCHANGE VEHICLE:

1. The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, client location, remaining hire duration and the level of accident cover purchased. Charges may be incurred by You (see below).

2. If an exchange Vehicle is required as a result of an accident, You are responsible for making Your own way to the nearest AWESOME CAMPERS branch or pick up location at Your own expense.

3. You will pay for any costs relating to delivery of an exchange Vehicle as a result of any Single Vehicle Incident. This charge applies irrespective of any excess reduction taken. A new Security Bond will be required for the exchange Vehicle.

27.4. IMPORTANT NOTE:

1. Under NO circumstances should You 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.

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

27.5. ANY ADDITIONAL CHARGE TO COVER TOWING THE VEHICLE BACK TO BASE.

You will be responsible for the recovery/towing costs to the nearest major town of the incident and is liable for the first AUD$7000.00 worth of towing cost to recover the Vehicle to a 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, You accept this Agreement and agree 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

30.1. 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.

30.2. 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.

30.3. Entire Agreement

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

30.4. Amendment

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

30.5. Jurisdiction

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

31. NOTICE

31.1. 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:

(a) if served or delivered personally on the party to be served or on that party's solicitor;

(b) 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;

(c) if sent by facsimile transmission to the party to be served or to that party's solicitor;

(d) if sent by Electronic Communication to the party to be served or to that party's solicitor; or

(e) if served or delivered in any other manner authorised by the Supreme Court Rules for service of documents on parties or Your solicitors.

31.2. 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.

31.3. Service or delivery:

(a) 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;

(b) 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

32.1. 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:

(a) either party may start a Mediation by serving a notice to that effect on the other party (the "Mediation Notice");

(b) the Mediation Notice must state that a dispute has arisen and identify what is in dispute;

(c) 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");

(d) 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.

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

(f) 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.

32.2. The Mediation procedure will be confidential to the extent that:

(a) written statements prepared for the Mediator or for a party; and

(b) 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; and

(c) 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

33.1. In the interpretation of tis 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.

33.2. 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.

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

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

33.5. 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 AUD $1,000.00

35. DICTIONARY

35.1. Definitions

In this Agreement, unless otherwise indicated by the contract:

AUD means the currency f the Commonwealth of Australia.

Authorised Regional Depot means Awesome Van & Camper Hire Pty Ltd.

Agent means Awesome Van & Camper Hire Pty Ltd.

Awesome Campers, We, Us means Awesome Van & Camper Hire Pty Ltd (ACN 141 761 186).

City means Sydney, Melbourne, Adelaide, Brisbane, Canberra, Hobart, Gold Coast, Newcastle, Wollongong, Cairns.

Depot means the Depot located in Adelaide, Melbourne, Sydney, Brisbane and Cairns.

GST means:

(a) any moneys payable under this Agreement have been calculated without regard to GST.

(b) any amount which is payable on account of GST as a consequence of any supply made under this Agreement is to be paid to the party making the supply at the same time as payment is made for the relevant supply.

GST Laws means the same as GST Laws in a New Tax System Goods & Services Tax Act, 1999 Cth:

(a) The sum in the GST Law;

(b) Any other goods and services tax, or any tax applying to this agreement in a similar way; and

(c) Any additional tax, fine, interest or other charge under a law of such a tax.

Public Holiday means any public holiday in the location You are travelling and in New South Wales.

Smoking include the use of cigarettes, cigars, e-cigarette vapes, pipes, non-tobacco smoking product and tobacco products.

Vehicle means Camper Van or Van offered for hire by Awesome Campers.