Spaceships Australia – Terms and Conditions 2 December 2025 – 31 March 2027

Your Spaceship campervan includes free 24 hr roadside assistance, unlimited kilometres, free standard insurance, no extra driver fees, GST included.

1. Interpretation

1.1 Fees means the fees payable by you to us and as set out on the Rental Document plus any additional fees payable under this Agreement as they apply from time to time.
1.2 GST means any goods and services tax.
1.3 Rental Document means the form signed by us and you and setting out the period and specific terms of rental to which this Agreement applies and as set out on the reverse of this Agreement (and which includes any equivalent computerised data).
1.4 Rental Period means the period commencing on the date shown on the Rental Document and ending on the date that you return the Vehicle to us.
1.5 Vehicle means the vehicle described in the Rental Document (or any substitute vehicle) and includes but is not limited to its under body, parts, components, accessories and contents supplied by us (except where specifically excluded).
1.6 We, **our** and **us** means Spaceships Australia Pty Ltd ACN 093 040 914.
1.7 You, **your** and **yourself** means the person(s) recorded in the Rental Document as the Hirer and includes all Additional Drivers as described on the Rental Document.
1.8 References to dollars and $ are references to Australian currency.

2. Agreement

2.1 We agree that you may hire the Vehicle subject to the terms of this Agreement.
2.2 You agree to comply with the terms of this Agreement and to pay the Fees to us.
2.3 This Agreement may only be amended in writing and its terms apply at all times during your use of the Vehicle as and from when you make the reservation. Any terms and conditions contained in any other document and all statements, terms and warranties (whether implied by statute or otherwise) not embodied in this Agreement are expressly excluded to the fullest extent permitted by law.
2.4 None of our employees, agents or contractors are authorised to vary or add to this Agreement, make any representations about the performance, specifications or fitness for purpose of our goods other than those specified in our authorised written material. You agree that all such unauthorised warranties and representations are expressly excluded.

3. Driver

3.1 You agree and acknowledge that:
(a) only you will drive the Vehicle;
(b) you have not been convicted of, or have charges pending, for an offence relating to driving a vehicle:
i. under the influence of alcohol or drugs; or
ii. with a blood alcohol level over any legal limit, in respect of which the term of the penalty has not been fully served or served at all;
(c) you are 18 years of age or over and hold a valid current unrestricted or probationary motor vehicle driver's licence (learner's permits are not acceptable); and
(d) you have not been refused or had any motor vehicle insurance cancelled for any reason within the three years prior to the Rental Period;
(e) you have held a full and valid driver's licence or probationary licence for 6 months or more.

4. Where You Can and Cannot Drive the Vehicle

4.1 You must only use the Vehicle on sealed roads.
4.2 You must not, unless authorised in writing by us, drive or take the Vehicle:
(a) on any road which is closed or restricted; or
(b) on beaches or through streams, dams, rivers or floodwaters; or
(c) to any other area which we have, in our discretion, advised you not to enter.

5. Use of the Vehicle

5.1 You must not:
(a) allow the Vehicle to be used for any illegal or dangerous purpose, race, contest or performance test of any kind;
(b) allow the Vehicle to be used to tow or push anything, unless authorised in writing by us and unless correctly secured;
(c) carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which the Vehicle was built;
(d) permit passengers to travel in the Vehicle unless they are seated in forward facing seats and are properly restrained with the seat beats provided in the Vehicle;
(e) be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
(f) allow the Vehicle to be used to carry passengers for payment of any kind or sublet or hire the Vehicle to any other person;
(g) use cookers inside the cabin of the Vehicle or in a dangerous manner;
(h) transport any animal in the Vehicle. Prior written confirmation from Spaceships is required.
(i) use the Vehicle when it is damaged or unsafe;
(j) use the Vehicle to transport goods other than those which would be reasonably contemplated in connection with the permitted purpose of the Vehicle;
(k) without our prior written consent, use the Vehicle to carry any inflammable, explosive or corrosive substance other than that which has been provided by us;
(l) use the Vehicle in contravention of any law;
(m) use the vehicle to carry a child without the use of an approved child restraint (as defined in the Australian road laws). Note – only one child restraint can be fitted per Spaceship Vehicle. Australian law requires any child under the age of 7 years to be seated in an approved child restraint;
(n) exceed the speed limit;
5.2 By taking the vehicle, you automatically agree to all terms and conditions attached to the rental, regardless of whether you have signed the rental agreement.

6. Maintenance, Security and Safety

6.1 You must:
(a) maintain engine and brake oils and coolant levels if the Vehicle's warning lights indicate that this is required.
(b) ensure that the tyres are maintained at the manufacturer's recommended pressure as provided in the Vehicle manual.
(c) keep the Vehicle locked and the keys under your personal control at all times and produce such keys if the Vehicle has been stolen.
(d) return the vehicle to us washed, vacuumed and tidy or pay us a minimum cleaning fee of $100 if, in our opinion, you have failed to comply with this requirement.
(e) never smoke in the vehicle. Any damage caused by smoking (including cleaning) will be your responsibility and you will be liable for all costs associated.
(f) immediately report to us any damage to the Vehicle or damage to any property caused by the Vehicle. If you do not, you acknowledge that your failure to do so may compromise your rights under this Agreement;
(g) generally do all things necessary to keep and maintain the Vehicle in its current state and condition (fair wear and tear excepted); and
(h) not authorise or undertake any repairs to the Vehicle without our prior written authority except to the extent that the repairs are necessary to prevent further damage to the Vehicle or other property, in which case you must first attempt to contact us by phone to inform us of the steps you are intending to take and obtain our approval. We will only reimburse you for the cost of such authorised repairs if you keep and produce to us the original receipts for those repairs or salvage.
(i) Contact us immediately to report any problems with the vehicle or equipment. We will do our best to rectify the problem as soon as possible. No claims will be accepted if we are not advised straight away.
(j) Immediately pay or reimburse us for:
a. any damage or loss to the Vehicle or to us which is not covered by insurance.
b. windscreen, glass, headlight or sunroof breakages in addition to all other fees under this agreement unless you have paid for Stress-Free insurance
c. the cost of rectifying any tyre punctures unless you have paid for Stress-Free insurance
d. tolls or fines;
e. the cost of repairing any damage caused deliberately, carelessly or recklessly, by:
- **i.** you;
- **ii.** any other driver of the Vehicle; or
- **iii.** any passenger carried during the Rental Period;

f. the cost of repairing any damage to the Vehicle or to third party property caused or contributed to by a breach of the agreement.
g. a daily rate fee will apply to vehicles under repair whilst off the road for damages that have occurred to renters not covered by Stress-Free or Reduction Option 2 Insurance.
h. the full cost of replacing or repairing all contents supplied by us (including but not limited to: cooker, bedding, cutlery, stereo, tables, chairs, tents, roof racks, power cords, keys any other additional items hired from us) fair wear and tear excepted.
i. any damage caused to the Vehicle through the use of tyre chains or any other accessory.
j. filling the Vehicle with fuel if it is not returned with at least the same level of fuel it went out with.
k. the cost of replacing vehicle keys which have become lost, stolen or damaged.
l. any costs involved with non-mechanical faults such as but not limited to running out of fuel, lost keys, flat batteries, damaged tyres, changing the spare tyre or a breakdown as a result of an accident will be your cost regardless of the insurance option you have selected. Costs can include call out fees, towing and labour costs.

7. Oil and Water Levels

The hirer/driver is responsible to check and maintain all fluid levels and must immediately rectify and report to Spaceships any defect of which you become aware however slight. Rectification means a fit and proper diagnosis and repair. Continued operation of the vehicle after a defect has occurred may lead to serious consequential damage to the engine for which you the renter will be held responsible and liable for full repair costs.
The risks of continued driving if your car begins to overheat, or if it has a known cooling system problem of any kind can be severe. If your temperature gauge moves in a direction from normal, stop immediately, investigate and call Spaceships. Do not wait for it to cool and drive again as you may cause further catastrophic damage to your engine, for which you will be held liable. Driving with an inoperative temperature gauge voids all insurance coverage and may result in the hirer being held liable if overheating occurs.

8. Vehicle Availability

8.1 Vehicles cannot be requested by make or model, only by vehicle category.
8.2 The owner will endeavour to supply the vehicle category selected, however should the vehicle booked be unavailable through unforeseen circumstances, the owner reserves the right to substitute an alternative vehicle without prior notification. The alternative vehicle shall be as close a substitute for the booked vehicle as possible. The owner will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required.
8.3 Should the hirer decide to take a lesser vehicle than booked they will not be entitled to any refund.
8.4 Where the owner cannot provide a vehicle for a confirmed reservation, the owner's liability is limited to a refund of the unused portion of the rental fee only.

9. Credit card payment

9.1 If a credit card is presented as payment, the credit card holder will be jointly and severally liable as a hirer.

9.2 If the hirer cancels the booking, the hirer agrees that: a) the owner is irrevocably authorised to complete any documentation and take any other action to recover from the hirer's credit card issuer all amounts due by the hirer pursuant to this agreement, including, but not limited to, any amounts due in respect of damage to the vehicle or to property of a third party and all other additional charges as they are incurred including all parking and traffic infringement penalties, road toll fines and associated administration costs; b) The hirer will not dispute his/her liability to the owner for any amount properly due under this agreement and the hirer shall indemnify and keep indemnified the owner against any loss incurred (including legal costs) by reason of notifying the hirer's credit card issuer of such dispute; and c) the owner may process credit card charges pertaining to the rental after the hire period.

10. Bond

10.1 Credit card details must be provided to us by you at the commencement of the Rental Period for the purposes of paying the Bond.
10.2 You authorise us to hold a bond in the amount of $5000 ("**Bond**") on your credit card at the commencement of the Rental Period. You authorise us to use the Bond to cover insurance excess costs (and any incidental costs) as a result of any accident during the Rental Period. The bond amount will be deducted from your credit card if you are involved in an accident whilst using the Vehicle. The bond will be released when the Vehicle is returned provided no damage has occurred. 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 to you if we are successful in recovering the costs of the damages from the third party. You acknowledge that you must pay for anything not covered by insurance or the Bond.

11. Insurance Options

11.1 For additional non-refundable fees, you may purchase from us a "STRESS-FREE Insurance Option". This will reduce the Bond payable by you on a per incident basis unless the loss or damage is not fully covered by insurance. If an accident occurs before the expiry of the Rental Period you must pay additional fees for the remaining days of your hire. You are required to choose and pay for either "Standard excess Liability" or "STRESS-FREE" for the remaining days of the Rental Period. The fees and the amount of reduction to the Bond are set out as follows:

	Cost per day	Bond/Liability	Max Collectable*
Standard excess liability	Included	$5000	Not Applicable
Stress-Free Insurance	$35	No Bond	$1750

Coverage	Standard Liability	Stress-Free
Vehicle towing or salvage	No	Yes
Single Vehicle Accidents	No	Yes
Vehicle Roll Over	No	Yes
Windscreen Cover	No	Yes
Window/Glass Damage	No	Yes
Tyres	No	Yes
Roof	No	Yes
Under Body	No	Yes
Exterior Panels	No	Yes

Vehicle write-off liability
If travelling on the Standard Insurance and the vehicle ends up being written off, then the vehicle write off liability of up to AUD$18,000 applies.

11.2 You acknowledge that cover may be denied under Standard excess liability and Stress-Free insurance option if:
(a) there is any water related damage such as vehicle submersion, creek or river crossing, beach driving or driving through low plain flooded areas;
(b) you breach the terms of this Agreement;
(c) you drive under the influence of alcohol or drugs;
(d) damage is caused by careless or wilful conduct;
(e) you drive on restricted, closed, dirt of unsealed roads;
(f) the articles damaged are appliances or fixtures inside the Vehicle unless in the case of a motor accident.
(g)do not use Multiple USB Ports in the cigarette lighter socket as this may cause damage to the electrics (e.g. blown fuses, malfunction of radio/ air con as they are on the same circuit). Damage caused by using a Multiple USB Port will not be covered by insurance.
(h) If an accident occurs in the Northern Territory, Western Australia or South Australia towing fees will apply regardless of what insurance option you have.
11.3 In the event of any accident you must complete within 24 hours, in full, the accident claim form or your insurance will be void. You acknowledge that failure to provide complete and accurate details related to the accident will result in administrative fees of $330, and, where applicable, police report fees of $100.00 regardless of your liability reduction. Insurance Form Link: https://insurance.spaceshipsrentals.com.au/
11.4 If you have an accident with Stress-Free Insurance and are found to be at fault there is a $100 Administration Fee.
11.5 4 x Berth Roof Pod – You are covered under The Stress-Free Option. However you are not covered if the damage is a single vehicle accident through negligence (this includes but not limited to damage through hitting other objects – car park roofs, trees, low lying structures etc)

12. Exchange Vehicle

This is not guaranteed and subject to the circumstances and availability at all times. Spaceships reserve the right to not supply another vehicle regardless of your insurance option.

12.1 Additional charges may be incurred if:

(a) An exchange vehicle is required as a result of an accident you are responsible for making your own way to the nearest Spaceships pick-up location at your own cost. This applies regardless of who is liable for causing the accident.

(b) You are responsible for all accommodation, transport and food costs plus any other unforeseeable costs relating to any single vehicle or third-party accident.

(c) In the event of an accident where a replacement vehicle is required, all hired days are transferred to a new rental agreement. A new insurance option is required for the remaining days.

13. Vehicle theft and break-in

We suggest having your own travel insurance to cover any associated costs in the unlikely event of a theft or loss of belongings. The vehicle is insured for damages caused by break-in but the removable contents are not and will be your responsibility while the vehicle is on hire. We accept no liability for your personal belongings, for loss of travel days, and additional associated costs. You must produce the keys if the vehicle is stolen.

14. Remote location Fee (Hobart and Airlie Beach only)

Spaceships Australia depot locations Airlie Beach and Hobart have a $200 remote location fee which is paid directly to Spaceships (this includes if picking up from another location and dropping off at these locations).

15. Indemnity & Release

15.1 Except to the extent we or others are liable at law, you agree that you are liable and must indemnify us immediately for:
(a) the loss of, and all damage to, the Vehicle;
(b) the cost of towing, recovering and storing the Vehicle;
(c) for all damage to the property of any person:
- **i.** which is caused or contributed by you; or
- **ii.** which arises from the use of the Vehicle by you;

(d) appraisal or assessment fees; **1.1.1**
(e) reasonable administrative fees and legal costs as a result of your breach of this Agreement or in respect of recovering costs payable by you (on a solicitor client basis).

15.2 You agree to use, operate and possess the Vehicle at your risk and you agree that we will have no responsibility or liability for any loss or damage or death except as required by law. To the full extent permitted by law you agree that you release and discharge us and our agents and employees from:
(a) all claims and demands on us; and
(b) any loss or damage whatsoever and whenever caused to you whether by way of death of, or injury to, any person of any nature or kind, accident or damage or loss of property, delay, financial loss (including accommodation or meal costs) or otherwise, arising directly or indirectly from or incidental to your use of the Vehicle or any accident to or involving the Vehicle or its use, operation, repair, maintenance or storage or which may otherwise be suffered or sustained in, upon or near the Vehicle provided that this release shall not extend to any claims arising from a negligent act or omission by us; and
(c) any loss or damage as a result of items being left in the Vehicle after its return to us or stolen from the vehicle.
15.3 You acknowledge that you will not be refunded for hire fees in the event that non-mechanical malfunctions occur such as in respect of stereo, fridge, water pump or cookers amongst other things
15.4 Any person claiming the return of personal property left in the Vehicle is required to furnish us with satisfactory proof of ownership.
15.5 You have rights conferred under consumer legislation and no provision in this Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which you may have under the *Trade Practices Act* in Australia or any other Federal, State or Territory legislation in Australia to the same or similar effect.

16. Return of the Vehicle

16.1 You must return the Vehicle to us:
(a) by the time, the place and the date shown on the Rental Document.
(b) with a full fuel tank or at least the level you commenced your hire with. In the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.
16.2 All vehicles must be returned washed, vacuumed and tidy. A minimum fee of $100 will apply if the vehicle is returned in an unsatisfactory condition.
16.3 Change of Return Location is subject to availability and must be authorised by Spaceships Australia with suitable notice. An additional charge of minimum $150 and up to $500 applies to any authorised change of return location.
16.4 If you return the Vehicle to a location other than that shown on the Rental Document, a fee of up to $2 per kilometre may apply in our discretion for the unauthorised return.
16.5 Spaceships Australia do not offer refunds for early returns. We strongly recommend customers invest in travel insurance.
16.6 If you return the Vehicle later than the time shown on your rental agreement you will he charged an additional day's hire.
16.7 If you do not return the Vehicle by the date shown on the Rental Document you must pay an additional day's hire plus a penalty of $100 for each day the Vehicle is overdue.
16.8 We may request the immediate return of the Vehicle, or we may re-take possession of the Vehicle without notice, if we reasonably suspect that:
(a) you have breached a term or condition of this Agreement;
(b) damage to the Vehicle, or injury to persons or property is likely to occur; or
(c) the Vehicle may be or has been used for an unlawful purpose.
16.9 Rental extensions are possible subject to availability. Suitable notice must be given to Spaceships Australia for any authorisation to any rental. There is no guarantee of any extension regardless of notice provided.

17. Acknowledgment & Warranties

17.1 By hiring a Vehicle from us you are deemed to have accepted this Agreement. This Agreement is deemed to have been entered into when you request a reservation. You warrant that the information contained in the Rental Document is true and correct and that the credit card details provided (if any) are those of the Hirer named on the Rental Document (not the Additional Drivers).
17.2 You acknowledge that we give no express warranty in relation to the motor vehicle other than those conditions and warranties implied by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where we are permitted to limit liability under those statutes for breach of an implied condition or warranty you agree that our liability is limited to replacement, repair or re-supply of the Vehicle. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Company is not liable to you for any indirect, special, incidental or consequential damages relating to this Agreement.

18. Infringement Notices

We reserve the right to charge you for any infringement and unpaid toll notices incurred during your possession of the Vehicle and you agree that we may charge such amounts to your credit card. You also agree to pay administration costs of $50 per traffic infringement and $20 for toll infringement, which will be charged to the credit card provided at the time of hiring without further notice to you. Any enquiries relating to infringement, unpaid toll notices and administration costs are to be directed to fines@spaceshipsrentals.com.au

19. Cancellation & Deposit

Spaceships Australia strongly recommends that all customers invest in travel insurance.
19.1 A 20% deposit is required to secure your booking. If you need to cancel your booking we have several options available.
(a) If cancelled up to 22 days prior to pick-up, the cancellation is free of charge and you'll receive a full refund.
If you missed out on the free cancellation, our cancellation policy is as follows:
(b) If cancelled at least 7 days before the scheduled day of pick-up, we will turn the deposit into a voucher/credit that can be used within 2 years by you or a friend to book a campervan in New Zealand, Australia or the UK.
(c) If cancelled between 6 days and 1 day before the scheduled day of pick-up, we will turn 50% of the rental fee into a voucher/credit that can be used within 2 years by you or a friend to book a campervan in New Zealand, Australia or the UK. If you already paid more than 50% that part will be refunded.
(d) If cancelled on the day of pick-up or you do not show up, 100% of the rental fee (full payment) will be turned into a voucher/credit that can be used within 2 years by you or a friend to book a campervan in New Zealand, Australia or the UK.
Please note: travel credit can only be used on future travel dates, which means that your new travel dates can't be the same as the travel dates on your cancelled booking.
If you have booked through a third party (travel agent) different cancellation fees may apply as the third-party's cancellation terms will apply.

19.2 If you have commenced your travel and decide that you want to extend the hire period then you must first contact us for approval (at our discretion). On receipt of our approval you must pay in advance for the additional days hire at the agreed rate.

20. Our Obligations

20.1 We will use our reasonable endeavours to replace the Vehicle in the event of breakdown or accident subject to availability.
20.2 Subject to terms and conditions not being breached by the renter If we cannot supply a replacement vehicle under clause 20.1, then we will refund your hire fees for any whole days for which you lose total use of the Vehicle. If a breach of terms and conditions have occurred then we reserve the right to not refund any monies whatsoever.
20.3 We will provide 24 hour road service free of charge subject to this Agreement and subject to clause 6.1 (l).

21. GST & Stamp Duty.

The Fees described in this Agreement are inclusive of GST unless otherwise stated. You agree to pay GST at the same time as you pay the Fees. Fees are inclusive of Stamp Duty.

22. Termination

22.1 We may terminate this Agreement at any time if you breach this Agreement, or if any of the information contained in the Rental Document is found to be false.
22.2 If this Agreement is terminated for any reason other than a breach by us, you must immediately pay all rental fees and other charges for the Rental Period as set out in this Agreement.

23. Jurisdiction

This Agreement is governed by the laws in force in the State of South Australia and you submit yourself to the non-exclusive jurisdiction of the courts of the State of South Australia.

24. Waiver

If we elect not to exercise any of our rights arising as a result of a breach of this Agreement you acknowledge that our election will not constitute a waiver of any rights relating to any subsequent or other breach.

25. Dispute Resolution

25.1 If you disagree with us or wish to file a complaint you agree to resolve your complaint or dispute with us by:
(a) immediately notifying, in writing, Spaceships Head Office 5 Business Days of returning the Vehicle.
(b) provide in writing exact details or your complaint together with any relevant evidence.
25.2 We will use our reasonable endeavours to provide a response to you within 10 Business Days of receiving your complaint.
25.3 If, upon receiving our response, you are still dissatisfied and have further queries, you must notify us in writing within 5 Business Days of receiving our response and we will arrange a meeting between you and us in an attempt to resolve the dispute.

26. Multiple rentals

If you travel in New Zealand first you get the multiple rentals discount of 5% off your Australia Rental. This can only be redeemed at the time of booking only both in Australia and New Zealand together.