

# LET'S GO MOTORHOMES RENTAL CONTRACT

## TERMS AND CONDITIONS

Effective from 8 July 2019



This Rental Contract is made between Around Australia Motorhomes Pty Ltd trading as Let's Go Motorhomes (**Us**) and the person or company (**You**) signing the Rental Agreement. The Rental Contract consists of the Rental Agreement You have signed to hire the Vehicle from Us and these Terms and Conditions.

### 1 Terms of Hire

- 1.1 We agree to hire and You agree to rent the Vehicle as described for the hire duration set in the Rental Agreement.
- 1.2 The Rental Contract is governed by the laws of the state or territory in which the Vehicle was rented and You agree that courts in that state or territory have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
- 1.3 The Australian Consumer Law applies to the Rental Contract and it provides You with rights that are not excluded, restricted or modified by the Rental Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.

### 2 Who can drive the Vehicle

- 2.1 Only You or an Authorised Driver can drive the Vehicle. It is a Major Breach of the Rental Contract if You let anyone who is unauthorised drive the Vehicle. If there is a Major Breach of the Rental Contract there is no cover for You, the Authorised Driver or the unauthorised driver for any Damage, theft of the Vehicle or Third Party Loss.
- 2.2 We set a minimum age limit for those renting Our Vehicles. You and any Authorised Driver **must** be at least 21 and not over 80 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.
- 2.3 You and any Authorised Driver **must** also have a valid licence to drive the class of Vehicle which is issued in an Australian state or territory or an international licence (with a valid International Driving Permit if Your licence is not issued in English) appropriate for the class of the Vehicle and not subject to any restriction or condition. Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.
- 2.4 The Vehicle **must not** be driven if Your licence or the licence of any Authorised Driver has been cancelled within 2 years of the date of the Rental Agreement.
- 2.5 You and all Authorised Drivers **must** be present at pick up.

### 3 Road and destination restrictions

- 3.1 You may drive the Vehicle in all states, however, restrictions apply.
- 3.2 The Vehicle **must never** be driven on:
  - (a) an Unsealed Road (The only exception to this is reasonable use of access roads limited to a maximum of twelve kilometres in length to recognised commercial campgrounds and major tourist attractions);
  - (b) Off Road; or
  - (c) above the snow line between 1 May and 31 October.
- 3.3 The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:
  - (a) roads that are prone to flooding or are flooded;
  - (b) beaches, streams, rivers, creeks, dams and floodwaters;
  - (c) any road where the police or an authority has issued a warning;
  - (d) any road that is closed; and
  - (e) any road where it would be unsafe to drive the Vehicle.
- 3.4 The Vehicle **must never** be driven onto any island that is off mainland Australia or Tasmania, except:
  - (a) Kangaroo Island;
  - (b) Stradbroke Island;
  - (c) Magnetic Island;
  - (d) Bribie Island;
  - (e) Phillip Island; or
  - (f) Bruny Island,unless We have given Our permission prior to the Start of the Rental and it is noted on the Rental Agreement.
- 3.5 We reserve the right to restrict the Vehicle movements in certain areas due to adverse road or weather conditions.

### 4 Your obligations to Us

- 4.1 The Vehicle **must not** be driven by You or any Authorised Driver:

- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
  - (b) recklessly or dangerously; or
  - (c) whilst the Vehicle is damaged or unsafe.
- 4.2 You and any Authorised Driver **must not**:
- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment; or
  - (b) use the Vehicle:
    - (i) for any illegal purpose;
    - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
    - (iii) to propel or tow another vehicle or a trailer;
    - (iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
    - (v) in an unsafe or un-roadworthy condition.
- 4.3 You and any Authorised Driver **must not**:
- (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
  - (b) modify the Vehicle in any way;
  - (c) sell, rent, lease or dispose of the Vehicle; or
  - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- 4.4 You and any Authorised Driver **must not** use the Vehicle to carry:
- (a) passengers for hire, fare or reward or for rideshare purposes; or
  - (b) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.
- 4.5 You **must not** carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle and **must** ensure that each passenger in the Vehicle appropriately uses the seat belt restraint.
- 4.6 You and any Authorised Driver **must** make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device **must** be kept in Your possession, or that of any Authorised Driver, at all times and are never left in the ignition when the Vehicle is unattended..
- 4.7 You and any Authorised Driver **must** take reasonable care of the Vehicle by:
- (a) preventing it from being damaged;
  - (b) making sure that it is protected from the weather;
  - (c) maintaining the engine and brake oils and coolant level and tyre pressures;
  - (d) using the correct fuel type; and
  - (e) making sure it is not overloaded.
- 4.8 If:
- (a) a warning light or fault message appears on the dashboard;
  - (b) You become aware of low engine or brake oils, engine coolant levels or tyre pressures; or
  - (c) the Vehicle develops any fault during the Rental Period,
- You **must** contact Us immediately and not use the Vehicle unless We have authorised You to do so. If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.
- 4.9 You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

## 5 Cleaning fees

- 5.1 A cleaning fee will be charged if the Vehicle is not returned in the same condition it was hired (fair wear and tear excepted). Charging of such fees will be at the Branch Manager's discretion.
- 5.2 The Vehicle **must** be returned with the toilet and grey water emptied or charges will apply.
- 5.3 Smoking is strictly prohibited in the Vehicle and additional cleaning and deodorising costs will be charged if You breach this condition.

## 6 Pets and animals

Pets are not permitted in the Vehicles, with the exception of assistance animals. You **must** notify Us before pick-up if You have an assistance animal.

## **7 Rental Payments**

- 7.1 To reserve a campervan or motorhome You will be required to pay a deposit of AUD \$500 or 10% of the total rental cost if the booking value is greater than AUD \$5000 to Us at the time of booking.
- 7.2 All remaining rental charges and Liability Deposits **must** be paid in full prior to or on the day of the commencement of rental, with the exception of rentals that begin between 15 December and 15 January, which **must** be paid a minimum of 21 days in advance.
- 7.3 Rental payments can only be made by Visa Card, MasterCard, International Funds Transfer or Electronic Funds Transfer.
- 7.4 All Liability Deposits:
- (a) **must** be paid by either Visa Card or MasterCard;
  - (b) **must not** be split between multiple cards; and
  - (c) **must** be processed in the one transaction.
- The cardholder **must** be present at pick up and drop-off.
- 7.5 No Vehicle will be released under any circumstances until the rental payment and Liability Deposit are paid in full.
- 7.6 You acknowledge that all transactions under this Rental Contract are conducted in Australian dollars. Because of exchange rate fluctuations, foreign currency transaction fees and international bank fees, there could be some variance between the amount initially debited against Your credit card or debit card and the amount refunded. We accept no liability for any such variation or any interest charges incurred on such amounts.
- 7.7 It is Your responsibility to ensure that the credit card provided to Us, has sufficient funds and daily transaction limits to allow payments to be taken as a single transaction.

## **8 Additional Charges**

- 8.1 One Way Fees apply to most One Way Rentals. This includes rentals to and from but not limited to:
- (a) To/from Perth = \$249;
  - (b) To/from Darwin = \$249.
  - (c) Between Brisbane, Sydney, Melbourne, Adelaide, Coffs Harbour and/or Dubbo = \$149
  - (d) From Brisbane/Sydney/Melbourne/Adelaide/Coffs Harbour/Dubbo to Cairns = \$149
  - (e) From Cairns to Coffs Harbour/Dubbo = \$149
  - (f) From Cairns to Brisbane/Sydney/Melbourne/Adelaide = \$0.
- 8.2 All prices are quoted in Australian dollars.
- 8.3 Fees include GST.
- Note: fees are subject to change without notice.*

## **9 Minimum duration and kilometres**

- 9.1 The standard minimum Rental Period is seven (7) days. Shorter durations may be available upon application, although Damage Excess reduction options are restricted for shorter durations and Platinum is never available for Rental Periods of less than seven (7) days. Minimum Rental Periods may increase seasonally at Our discretion and for One Way Rentals.
- 9.2 All rental rates are based on unlimited kilometres.

## **10 Calculation of rental days**

- 10.1 All rentals are calculated per calendar day. When calculating the number of days a Vehicle is rented, the day of pick up is counted as day one of the rental, regardless of pick up time.
- 10.2 The day of the Vehicle's return is counted as the final day of the rental. When a rental moves from one rate season to the next, the calculation is based on both rates.

## **11 Change of drop-off destination**

Authorisation **must** be obtained for a change of drop-off destination after Your rental has commenced. We cannot guarantee that any such authorisation will be granted. If authorisation is granted, You will be required to meet the cost of relocating the Vehicle to the relevant location at a minimum charge of \$500.

## **12 Rental extension**

- 12.1 Extensions of the rental after the rental period has commenced are only permitted if We have authorised that extension. We will accommodate such requests subject to Vehicle availability but We cannot guarantee that any such authorisation will be granted.

12.2 If authorisation is granted, payment for the extended number of rental days **must** be made prior to the confirmation of the rental extension. Payment can be made direct to Your nearest branch or credit card payment over the phone).

### **13 Change of Vehicle**

13.1 We reserve the right to substitute a comparable or superior Vehicle in extreme circumstances. This does not constitute a breach of contract and does not entitle You to any refund.

13.2 If within 14 days of pick up or during Your rental You decide to take a lesser Vehicle than You booked there is no entitlement to any refund.

### **14 Branch hours for pick-up and drop-off**

14.1 You can pick up and drop off the Vehicle:

(a) at the following locations:

(i) Melbourne, Brisbane, Adelaide, Cairns, Perth and Sydney (throughout the year); and

(ii) Darwin (closed 1 December to 31 January);

(b) on:

(i) Monday to Friday 8.30am to 3.30pm;

(ii) Saturdays and Sundays by prior arrangement between 9.00am and 1.00pm.

14.2 Agencies in Coffs Harbour and Dubbo operate between 9.00am and 3:00pm Monday to Friday only and will be closed on weekends and public holidays in the state or territory of rental.

14.3 A \$100.00 fee will apply to any pick up or return of a vehicle on a public holiday in the state or territory of rental. All branches will be closed on national public holidays.

### **15 Returns**

15.1 You **must** return the Vehicle to Us to the place and on the date and between the times shown on the Rental Agreement unless You have otherwise informed Us of a change prior to the return date and We have agreed to the change in writing. The Vehicle **must** be returned in the same condition as it was at the commencement of the Rental Period (fair wear and tear excepted).

15.2 If You fail to return the Vehicle, We may terminate the Rental Contract and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police and You **must** compensate Us for either the full cost of the Vehicle, or all additional costs and losses incurred up to the time that the Vehicle is recovered by Us.

#### **15.3 Early returns**

There are no refunds for Vehicles returned earlier than the agreed term on the Rental Agreement.

#### **15.4 Late returns**

You **must**, at or before the expiry of the Rental Period, deliver the Vehicle to the agreed rental location, or obtain Our consent to the continuation of the hire. A Late Return fee and additional rental charges, including liability reduction fee, will be charged to Your credit card if You fail to return the Vehicle on the date and by the time shown on the Rental Agreement, or an alternative return date and time as agreed with Us.

### **16 Amendment and Cancellation Charges**

16.1 We reserve the right to charge You a \$50.00 Amendment Fee for all amendments after a booking deposit has been paid or a confirmation has been issued.

16.2 Cancellations **must** be notified by email to Us at [reservations@letsgomotorhomes.com](mailto:reservations@letsgomotorhomes.com)

16.3 The following CANCELLATION FEES apply for all cancellations after confirmation of booking or payment of deposit:

(a) a \$100.00 minimum cancellation administration fee will apply to all cancellations;

(b) cancellation within 30 days prior to pick-up: \$500.00;

(c) cancellation within 7 days prior to pick-up: \$500.00 or 50% of the rental cost (whichever is greater); and

(d) if cancelled on the day of pick-up or a No Show: 100% of the full rental charge will apply.

*Note: an amendment of the booking dates or Vehicle type after a booking has been confirmed may be treated as a cancellation and the appropriate fees will apply.*

### **17 Repairs**

- 17.1 If the Vehicle requires any repairs or tyre replacement You **must** contact Us immediately and seek authorisation prior to any repair work proceeding. You **must not** arrange or undertake any repairs without Our authority except to the extent that repairs are necessary to prevent further damage to the Vehicle or to other property.
- 17.2 We will reimburse You for expenses reasonably incurred in rectifying any authorised problems on presentation of the original tax invoice and receipts. Note: Defective parts or damaged tyres **must** be returned to Our office for inspection
- 17.3 Our liability for any delays incurred in the course of damage or defect to the vehicle will be limited to the refund of hire charges for any days lost. We will not accept responsibility for any out of pocket expenses in the case of a breakdown or time lost for repairs. We strongly recommend Travel Insurance to all clients.

## **18 Breakdown Service**

- 18.1 We will provide You with a Vehicle that is of acceptable quality and in good working condition but breakdowns do occur.
- 18.2 A national 24 hour 7 days per week, emergency roadside assistance service is included for all inherent mechanical faults related to the Vehicle.
- 18.3 If a Vehicle requires repair or replacement, the decision to supply another Vehicle to You is at Our sole discretion.
- 18.4 Subject to the Australian Consumer Law, We are not responsible for:
- (a) flights You have missed;
  - (b) holiday plans that are disrupted;
  - (c) loss of enjoyment; or
  - (d) consequential or economic loss.

## **19 Traffic, parking and toll way fines, infringements and penalties**

- 19.1 All penalties, fines and infringements related to traffic, toll and/or parking offences are Your responsibility.
- 19.2 We reserve the right to charge Your credit card for any traffic/toll and/or parking offence infringement fees incurred including any administrative fees whilst the Vehicle is rented by You.
- 19.3 We undertake, in the event that We receive notice of parking, toll and traffic offences incurred by You to make all reasonable attempts to contact You in relation to the notices and to provide the necessary information to the relevant issuing authority for such notices to be directed to You.
- 19.4 You undertake to advise Us upon return of the Vehicle if You are aware of any pending fines/toll usage or parking infringements.
- 19.5 A \$65.00 administration cost for processing each speeding and parking fine applies.
- 19.6 A \$30.00 administration cost for processing each toll way fine applies, plus the cost of the toll.
- 19.7 We offer the option of purchasing an Australia wide toll pass prior to departure, allowing unlimited toll usage for the duration of the rental and We strongly recommend You purchase that option.

## **20 Liability Deposit**

- 20.1 A Liability Deposit **must** be lodged on the day of departure by Visa Card or MasterCard only (cash or cheque or EFT not accepted).
- 20.2 The Liability Deposits are;
- (a) BRONZE PACKAGE Option: \$6,000.00 payable by credit card;
  - (b) SILVER PACKAGE Option: \$2,000.00 payable by credit card;
  - (c) PLATINUM PACKAGE Option: \$250.00 payable by credit card.
- 20.3 The Liability Deposit is fully refundable to You provided:
- (a) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;
  - (b) the Vehicle has been returned to the Rental Location at the date and time set in the Rental Agreement;
  - (c) there is no Damage or Third Party Loss or missing items;
  - (d) the exterior and interior of the Vehicle are clean; and
  - (e) there has not been a Major Breach of the Rental Contract.

## **21 Vehicle Damage –Liability Reduction Options**

There are 3 (three) Liability Reduction Options available:

- Platinum Package;
- Silver Package;
- Bronze Package.

These Liability Reduction Options are an additional cost to all quoted rental rates and We reserve the right to restrict the availability of PLATINUM and SILVER PACKAGE options in certain areas due to adverse road or weather conditions.

#### **Bronze Package**

- (a) Bronze package is included in the daily rental rate;
- (b) Subject to these Terms and Conditions, Your maximum liability in the event of an Accident or theft is \$6,000.00;
- (c) Cover for windscreen or tyre damage is excluded under this option;
- (d) Cover for Overhead Damage and Underbody Damage is included under this option;
- (e) The Damage Cover Exclusions in clause 23 apply.

#### **Silver Package**

- (f) Cost – Hi Top Campervans = \$26.00 per day (Maximum fee payable per rental: \$1,250.00);
- (g) Cost – all other vehicles = \$30.00 per day (Maximum fee payable per rental: \$1,500.00);
- (h) Subject to these Terms and Conditions, Your maximum liability in the event of an Accident or theft is \$2,000.00;
- (i) Cover for windscreen or tyre damage is excluded under this option;
- (j) Cover for Overhead Damage and Underbody Damage is included under this option;
- (k) The Damage Cover Exclusions in clause 23 apply.

#### **Platinum Package**

- (l) Cost – Hi Top Campervans = \$45.00 per day (Maximum fee payable per rental: \$2,200.00);
- (m) Cost – all other vehicles = \$65.00 per day (Maximum fee payable per rental: \$2,600.00);
- (n) Subject to these Terms and Conditions this package reduces liability in the event of an Accident or theft to NIL (\$0) and includes 1x Windscreen and 2 Tyre replacements;
- (o) Cover for Overhead Damage and Underbody Damage is included under this option;
- (p) The Damage Cover Exclusions in clause 23 apply.

## **22 Vehicle Damage**

22.1 Subject to these Terms and Conditions, if You or any Authorised Driver has an Accident or if the Vehicle is stolen We will indemnify You for the theft, any Damage or Third Party Loss but for each Accident or theft You **must** pay up to the Damage Excess according to the Liability Reduction Option You have chosen and which is shown on the Rental Agreement, unless We agree that:

- (a) You were not at fault; and
- (b) the other party was insured and their insurance company accepts liability.

22.2 The Damage Excess payable under clause 22.1 will be deducted from the Liability Deposit :

- (a) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
- (b) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and
- (c) for Accidents in which there is also Third Party Loss, after:
  - (i) a reasonable estimate of the Third Party Loss has been made;
  - (ii) a repairer's estimate or tax invoice verifying the amount charged for Damage has been obtained; and
  - (iii) all documents verifying the Third Party Loss and Damage have been sent to You,

unless You have expressly authorised the charge at an earlier time.

## **23 Damage Cover Exclusions**

23.1 There is no Damage Cover, and You and any Authorised Driver are liable for:

- (a) Damage or Third Party Loss arising from:
  - (i) a Major Breach of the Rental Contract; or
  - (ii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 21 or more than 80 years of age;
- (b) Damage caused by immersion of the Vehicle in water;
- (c) broken, cracked or chipped windscreens (except for the PLATINUM PACKAGE Option and subject to the limit in clause 21(n));
- (d) Damage to the tyres (except for PLATINUM PACKAGE Option and subject to the limit in clause 21(n));
- (e) Damage to the Vehicle's interior (except for fair wear and tear); and

- (f) Damage caused and any recovery costs if the Vehicle becomes bogged or stranded caused by driver error.

23.2 There is also no Damage Cover for:

- (a) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, bikes, lost keys, keyless start and remote control devices; or
- (b) personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
  - (i) You;
  - (ii) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;
  - (iii) any relative, friend or associate of an Authorised Driver; or
  - (iv) Your employees.

## 24 Damage Liability

24.1 The Liability Reduction Options cover one Accident only and in the event of an Accident an additional Liability Deposit will be collected for the remainder of the Rental Period.

24.2 If the Vehicle is involved in an Accident and the Vehicle is unable to be driven or it is stolen and We decide to provide You with a replacement Vehicle, You will be required to pay an additional Liability Reduction fee and lodge a separate Liability Deposit.

## 25 Accident reporting

25.1 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.

25.2 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:

- (a) any person is injured;
- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- (c) the other party appears to be under the influence of drugs or alcohol,  
You or the Authorised Driver **must** also report the theft or Accident to the Police.

25.3 If You or an Authorised Driver has an Accident You and the Authorised Driver **must**:

- (a) exchange names and addresses and telephone numbers with the other driver and drivers licence details;
- (b) take the registration numbers of all vehicles involved;
- (c) take as many photos as is reasonable showing:
  - (i) the position of the Vehicles before they are moved for towing or salvage;
  - (ii) the Damage to the Vehicle;
  - (iii) the damage to any third party vehicle or property; and
  - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (d) obtain the names, addresses and phone numbers of all witnesses;
- (e) not make any admission of fault or promise to pay the other party's claim or release the other party from any liability;
- (f) forward all third party correspondence or court documents to Us within 7 days of receipt together with a fully completed Accident Report Form (if not already submitted); and
- (g) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including:
  - (i) attending Our lawyer's office; and
  - (ii) any Court hearing.

## 26 Consequences of a Major Breach of the Rental Contract

26.1 If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
- (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred,  
You and any Authorised Driver:
  - (i) have no Damage Cover;
  - (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
  - (iii) are liable for and **must** pay any additional costs or expenses We incur as a direct consequence.

26.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of clause 26.1 has occurred.

## 27 Relocation Rentals

The following additional terms apply to relocation rentals:

- (a) relocation rentals are subject to availability;
- (b) drivers **must** be aged between 21 to 80 years in accordance with clause 2.2 of these Terms and Conditions;
- (c) pick-up and return dates and times are as notified to You and **must** be strictly observed;
- (d) available Rental Periods are limited and kilometre restrictions apply;
- (e) the Liability reduction is limited to \$1,000.00 for Hi Top Campervans and \$2,000.00 for all other Vehicles. No other liability reduction option is available for relocation rentals;
- (f) a Liability Deposit of \$1,000.00 for Hi Top Campervans and \$2,000.00 for all other Vehicles **must** be paid by credit card upon pick up. The Liability Deposit will be refunded at drop off providing all the Terms and Conditions of the Rental Contract have been met; and
- (g) cancellation within 7 days of booking will be subject to a \$500.00 cancellation fee.

## 28 Right of refusal

We reserve the right to refuse any rental in Our sole discretion.

## 29 Privacy

29.1 The information requested from You is to enable Us to assess Your request to hire a Vehicle from Us. You do not have to supply this information to Us, however if You do not, We are unable to rent the Vehicle. You acknowledges that We will collect, hold and use Your personal information for purposes related to the hire of the Vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by Us.

29.2 You further acknowledge that such personal information may be disclosed to debt collection agencies in the event You default in the payment of any moneys owing to Us, or other parties involved in an Accident with the Vehicle whilst on hire to You, or any organisations responsible for the processing or handling of traffic related infringements and You hereby authorise the disclosure of Your personal information for such purposes.

29.3 We may fit a GPS device to the Vehicle to enable Us to track the Vehicle when it is out of Our possession. When You sign the Rental Agreement You are authorising Us to use the GPS device to track the Vehicle until it is returned to Us.

## 30 Disclaimer

Rental rates, Damage Excess reduction rates and terms and conditions are subject to change without notice. Vehicles and illustrations shown may be different to the actual vehicle offered due to modifications and/or upgrades.

## 31 Definitions

**Accident** means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers;
- (c) fire, break in or vandalism; or
- (d) a weather event, including hail damage, that results in Damage or Third Party Loss.

**Authorised Driver** means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

**Damage** means:

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use,

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is **not** fair wear and tear.

**Damage Excess** means the amount, including GST, up to which You **must** pay Us in the event of an Accident that causes Damage or Third Party Loss or the Vehicle has been stolen.



**Liability Deposit** means the amount We collect from You at pick-up as security for the rental charges and other fees and charges, including the Damage Excess, incurred during Your rental.

**Loss of Use** means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

**Major Breach** means a breach of any of clauses, 2.1, 2.2, 2.3, 2.4, 3.2, 3.3, 3.4, 4.1, 4.2, 4.3, 4.4, 4.6, 4.7, or 4.8 that causes Damage, theft of the Vehicle or Third Party Loss.

**Off Road** means any area that is neither a sealed or unsealed road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

**Overhead Damage** means:

(a) Damage at or above the level of the top of the front windscreen of the Vehicle including the air-conditioning unit, TV & Wi-Fi antenna and awning; or

(b) Third Party Loss,

caused by:

(i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;

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

(iii) You or any person standing or sitting on the roof of the Vehicle.

**Rental Period** means the period commencing at the time shown in the Rental Agreement and concluding when the Vehicle is returned to Us.

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

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

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

**Vehicle** means the Motorhome or Campervan described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit.

**We, Us, Our,** means Around Australia Motorhomes Pty Ltd trading as Let's Go Motorhomes ABN 55 096 161 161.

**You, Your** means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Us and whose name is shown in the Rental Agreement.