

# Exmouth Camper Hire

ABN 80 694 891 425

## Rental Terms and Conditions

### 1 Introduction

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#### 1.1 Rental Contract

Your contract to hire a Campervan from Exmouth Camper Hire (**Rental Contract**) consists of:

- (a) the agreement (**Rental Agreement**) You have signed to hire the Campervan from Us; and
- (b) these rental Terms and Conditions (**Terms and Conditions**).

#### 1.2 Jurisdiction

The Rental Contract is governed by the laws of Western Australia and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

#### 1.3 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

#### 1.4 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

### 2 Who may drive the Campervan?

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#### IMPORTANT NOTICE

A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 12 for further details.

#### 2.1 Authorised Drivers

Only You or an Authorised Driver can drive the Campervan. Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 8 of these Terms and Conditions.

#### 2.2 Age limits

There is a minimum and maximum age limit for those renting Our Campervans. You and any Authorised Driver **must** be at least 25 and not over 75 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 Licence requirements

- (a) You and any Authorised Driver **must** also have a valid licence to drive the Campervan which is:
  - (i) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
  - (ii) appropriate for the class of the Campervan; and
  - (iii) not subject to any restriction or condition.
- (b) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Campervan.

#### 2.4 Cancelled and suspended licences

The Campervan **must not** be driven:

- (a) whilst Your driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) if Your licence has been cancelled or suspended, within 2 years of the date of the Rental Agreement.

#### 2.5 False information

The Campervan **must never** be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

### 3 Prohibited Use

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#### IMPORTANT NOTICE

A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 12 for further details.

#### 3.1 The Campervan **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 Campervan is damaged or unsafe.

- 3.2 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;
  - (b) use the Campervan:
    - (i) for any illegal purpose;
    - (ii) to move dangerous, hazardous, biohazardous, infectious, 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) to carry or transport illegal drugs or substances;
    - (v) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
    - (vi) in an unsafe or un-roadworthy condition; or
  - (c) use a mobile phone:
    - (i) to make or receive a phone call, perform any audio function or as a navigational device, **unless** the Campervan is stationary and the body of the phone is secured in a mounting affixed to the Campervan and its use does not require manual operation of the phone; or
    - (ii) to send a text message, video message, email or similar communication **unless** the Campervan is parked.
- 3.3 You and any Authorised Driver **must not**:
- (a) damage the Campervan deliberately or recklessly or allow anyone else to do so;
  - (b) modify the Campervan in any way;
  - (c) sell, rent, lease or dispose of the Campervan; or
  - (d) register or claim to be entitled to register any interest in the Campervan under the Personal Property Securities Act 2009.
- 3.4 You and any Authorised Driver **must not** use the Campervan to carry:
- (a) passengers for hire, fare or reward or for rideshare purposes;
  - (b) more than the number of passengers for which the Campervan is licenced; or
  - (c) any load that exceeds the limits for which the Campervan was designed, constructed, registered or licenced.

## 4 Prohibited areas of use

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### IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 12 for further details.

- 4.1 The Campervan **must never** be driven:
- (a) on an Unsealed Road **unless** it is:
    - (i) a well-maintained access road to caravan and campervan parks, official camping areas or officially recognised tourist attractions; and
    - (ii) less than 500 metres in length;
  - (b) Off Road; or
  - (c) in any area where snow has fallen or is likely to fall.
- 4.2 The Campervan **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, sand dunes, 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 Campervan.
- 4.3 The Campervan **must never** be driven or used:
- (a) outside the state of Western Australia; or
  - (b) onto any island that is off mainland Australia,

**unless** We have given Our written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

## 5 Your obligations

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### IMPORTANT NOTICE

A breach of any of sub-clauses 5.5, 5.6, 5.7, 5.8 or 5.10 is a Major Breach of the Rental Contract. See clause 12 for further details.

- 5.1 **Start of the Rental**
- At the Start of the Rental and before collecting the Campervan You **must**:
- (a) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;

- (b) present Your passport if You are not an Australian citizen;
- (c) fully inspect the Campervan at the Start of Rental to ensure that the condition of the Campervan and any pre-existing damage is accurately noted and shown in the Rental Agreement. If there is any discrepancy You **must** notify Us prior to leaving the Rental Station; and
- (d) pay the anticipated Rental Charges and the Security Bond of \$10,000.

#### 5.2 Security Bond

The Security Bond will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Rental Contract and is fully refundable to You ten (10) business days after the End of the Rental provided that:

- (a) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;
- (b) the Campervan has been returned to the Rental Station at the date and time set in the Rental Agreement;
- (c) there is no Damage (except for reasonable wear and tear) or Third Party Loss;
- (d) the equipment supplied pursuant to clause 7.3 is clean and in the same condition it was in at the Start of Rental, subject to reasonable wear and tear;
- (e) the fire extinguisher listed in clause 7.1(a) is unused;
- (f) the exterior and interior of the Campervan are clean;
- (g) the Campervan has a full tank of fuel; and
- (h) there has not been a Major Breach of the Rental Contract,

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

#### 5.3 During Your rental

- (a) On a daily basis You **must**:
- (i) check the oil levels and that there is coolant in the radiator;
  - (ii) inspect the Campervan for oil, water and fuel leaks, and Damage;
  - (iii) check tyre pressure for correct inflation;
  - (iv) check the tyres visually for wear; and
  - (v) check the indicators, brake lights, head lights and tail lights for correct operation.
- (b) When the Campervan is refuelled, the tyre pressure must be checked and filled to the tyre manufacturer's recommended pressure.
- (c) The Campervan must be washed and cleaned weekly.
- (d) You **must not**:
- (i) use the Campervan for transporting any pets or animals, except assistance animals, **unless** specifically approved by Us;
  - (ii) smoke in the Campervan and You **must** take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age; or
  - (iii) use the Campervan to move infectious, biohazardous or biomedical waste, **unless** specifically approved by Us.

Additional cleaning, disinfection and deodorising charges will apply.

#### 5.4 Seat belts and restraints

You **must** comply with all mandatory:

- (a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and
- (b) child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

#### 5.5 Campervan to be locked and keys kept in Your possession

You and any Authorised Driver **must** make sure that the Campervan 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 never left in the ignition when the Campervan is unattended.

#### 5.6 Reasonable care

You and any Authorised Driver **must** take reasonable care of the Campervan by:

- (a) preventing it from being damaged;
- (b) making sure that it is protected from the weather;
- (c) properly securing any goods, property or equipment carried in the Campervan;
- (d) maintaining the engine and brake oils and coolant level and tyre pressures;
- (e) using the correct fuel type; and
- (f) making sure it is not overloaded.

#### 5.7 Notification of Campervan fault

You **must** inform Us immediately if:

- (a) a warning light or fault message appears;

- (b) You see or become aware of low engine or brake oils, or engine coolant levels; or
- (c) the Campervan develops any fault during the Rental Period.

If You fail to notify Us and continue to use the Campervan You will be responsible for any Damage or Third Party Loss.

#### 5.8 Repair without authority prohibited

You **must not** let anyone else repair or work on the Campervan or tow or salvage it without Our prior written authority to do so.

#### 5.9 Repair with authority

Where We have given You Our prior authority to repair the Campervan You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

#### 5.10 Staying with the Campervan after an Accident

You **must not** leave the Campervan unattended following an Accident and before the arrival of a tow or salvage operator.

#### 5.11 Operating the awning

You **must** ensure that the awning set up and operating instructions are always strictly adhered to. If wind or extended periods of rain are expected, You **must** put the awning away and secure it. You are responsible for any damage to the awning as a result of a failure to comply with this condition of use.

### 6 Rental Period, costs and charges

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#### 6.1 Your Rental

Your rental of the Campervan from Us is for the Rental Period and at the rate shown in the Rental Agreement.

#### 6.2 Extending the Rental Period

- (a) We understand that circumstances change and that You may require the Campervan for longer than the Rental Period. If so, You **must** notify Us **no less** than 24 hours prior to the expiration of the Rental Period.
- (b) If You fail to notify Us at least 24 hours before the expiration of the Rental Period that You require an extension, and fail to return the Campervan on the scheduled date and at the time shown in the Rental Agreement, We may:
  - (i) terminate the Rental Contract; and
  - (ii) if the location of the Campervan is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Campervan as stolen to the Police.

#### 6.3 Cancellations, Refunds and Alterations.

- (a) If Your booking is cancelled:
  - (i) 60 days or less prior to pick up, We will retain 100% of the deposit;
  - (ii) more than 60 days prior to pick up, 50% of the deposit will be refunded; or
  - (iii) on the day of pick up or there is a "no show", You will forfeit Your deposit and the balance of the Rental Charges for the Rental Period as booked will be immediately due and payable,  
**unless** We are able to rent the Campervan to another renter for an equivalent term and rate.
- (b) All alterations and cancelled nights are subject to the above conditions and changes to booked hire dates are subject to availability.
- (c) A cancellation is not effective until acknowledged and confirmed by Us.

#### 6.4 Tolls, fines and infringements

You and any Authorised Driver **must** pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Campervan or release of the Campervan if it has been seized by a regulatory authority. An administrative fee applies if We are required to nominate You as the responsible driver if any toll, fine or infringement is unpaid.

#### 6.5 Daily kilometre limit

A limit of 150 kilometres per night applies **unless** You have Our prior written approval to have this limit waived and it is noted on the Rental Agreement. For each night You exceed that limit (calculated over the Rental Period) You will incur an additional fee of thirty five cents (35c) per kilometre.

#### 6.6 Return of the Campervan

- (a) You **must** return the Campervan:
  - (i) to the Rental Station;
  - (ii) on the date and by the time shown in the Rental Agreement;
  - (iii) in a reasonable state of cleanliness;
  - (iv) in the same mechanical condition it was in at the Start of the Rental, fair wear and tear excepted;
  - (v) with a full tank of fuel; and
  - (vi) with the toilet cartridge and grey water tank emptied.
- (b) If You return the Campervan:
  - (i) with less than a full tank of fuel a refuelling charge of \$55 (including GST) plus the cost of the fuel, will apply;
  - (ii) earlier than the date shown in the Rental Agreement there is no entitlement to a refund;

- (iii) more than one hour after the date and time set for its return in the Rental Agreement, We will charge You \$25 per hour up to one full day's rental and a further full day's rental at the standard rate for each 24 hour period or part thereof until the Campervan is returned to Us; or
- (iv) at any time outside Our normal business hours You **must** pay for the daily Rental Charges and all Damage until the Rental Station next opens for business **unless** We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

#### 6.7 Post rental inspection procedure

- (a) We will conduct a post rental inspection of the Campervan as soon as reasonably practical, however, some Damage may be hidden so that a full inspection may take up to 14 days.
- (b) If Damage is detected, We will notify You as soon as it is reasonably practical to do so.

#### 6.8 End of the Rental

At the End of the Rental You **must** pay:

- (a) the balance of the Rental Charges, including any charges for excess kilometres (if any);
- (b) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Campervan is stolen;
- (c) any costs We incur, including:
  - (i) refuelling costs; and
  - (ii) extra cleaning costs;
- (d) for all Damage arising from a Major Breach of the Rental Contract;
- (e) for all Overhead Damage;
- (f) for all Underbody Damage; and
- (g) for any Damage caused by the immersion of the Campervan in water.

#### 6.9 Credit card authority

If any amount is due to Us or remains unpaid, including:

- (a) the Rental Charges;
- (b) tolls;
- (c) speeding and traffic fines and infringements;
- (d) fines or charges imposed for parking;
- (e) extra cleaning costs
- (f) refuelling costs; or
- (g) the Damage Excess.

You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

#### 6.10 Default in payment

If You default in the payment of any moneys owed to Us under the Rental Contract:

- (a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
- (b) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
- (c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

### 7 Equipment Supplied

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#### 7.1 At the Start of Rental We will supply:

- (a) a full gas bottle(s) and fire extinguisher; and
- (b) all items listed in the vehicle inventory.

#### 7.2 At the End of Rental You will be charged the replacement cost, plus an administrative fee, if the fire extinguisher has been used.

#### 7.3 At extra cost We will also supply the additional equipment listed in the inventory attached to the Rental Agreement.

#### 7.4 You will also be charged replacement costs if any of the equipment listed in clauses 7.1 or 7.3 is missing or not returned in the same condition as at the Start of Rental, subject to fair wear and tear.

## **8 Damage Cover**

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### **8.1 Damage Excess**

- (a) Standard Damage Cover is included in the Rental Charges.
- (b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Campervan, its theft or Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim **unless:**
  - (i) We agree You were not at fault; and
  - (ii) the other party was insured and their insurance company accepts liability.

### **8.2 When is the Damage Excess payable?**

Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Damage Excess will be charged to Your credit card:

- (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 Campervan has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Campervan will be recovered; and
- (c) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to You as soon as practicable.

### **8.3 Claims Administration fee**

All Accident, attempted theft and theft claims will incur a claims administration fee of \$100 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

### **8.4 Travel Insurance recommended**

We strongly recommend that You have a policy of travel insurance that includes cover for personal items, reimbursement of the Damage Excess and cover for delays and expenses caused by natural disasters and flights and other forms of transportation that have been delayed or cancelled.

## **9 Damage Cover Exclusions**

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### **9.1 Even if You have paid the Damage Excess, 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 Campervan by any driver who is not an Authorised Driver or who is less than 25 or more than 75 years of age;
- (b) Overhead Damage;
- (c) Underbody Damage;
- (d) Damage caused by:
  - (i) immersion of the Campervan in water;
  - (ii) use of the incorrect fuel type; and
- (e) damage to the tyres of the Campervan, other than by normal wear and tear.

### **9.2 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, lost keys, keyless start and remote control devices and any equipment supplied by Us pursuant to clause 7;
- (b) loss or damage to goods or property carried in the Campervan whether owned by You or a Third Party;
- (c) personal items that are left in or stolen from the Campervan 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; or
  - (iii) any relative, friend or associate of an Authorised Driver.

## **10 Accidents or breakdowns**

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### **10.1 We will provide You with a Campervan that is of acceptable quality and in good working condition taking into account the age of the Campervan but breakdowns do occur. Twenty four hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Campervan breaks down during the Rental Period You **must** contact Us on the contact numbers provided in the information folder to arrange assistance. We will recover and repair the Campervan as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Campervan where one is available.**

### **10.2 We are not responsible for:**

- (a) a flat battery because the lights or entertainment system have been left on;
- (b) tyre changing;
- (c) lost keys or remote control device; or

- (d) keys or remote control device locked in the Campervan.

Extra charges will apply if any of these services are provided at Your request and You are responsible for and **must** pay for any Damage caused.

**10.3 Subject to the Australian Consumer Law, We are not responsible for:**

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (d) loss of enjoyment; or
- (e) consequential or economic loss.

**11 Accident and theft reporting**

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**IMPORTANT NOTICE**

**A breach of any part of this clause 11 is a Major Breach of the Rental Contract. See clause 12 for further details.**

- 11.1** If You or an Authorised Driver has an Accident or if the Campervan is stolen You **must** report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft report form.
- 11.2** If the Campervan is stolen or if You or an Authorised Driver of the Campervan 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.
- 11.3** If You or an Authorised Driver have an Accident You and the Authorised Driver **must**:
- (a) exchange names and addresses, phone numbers and email addresses with the other driver;
  - (b) take a photo of the other driver's licence;
  - (c) take the registration numbers of all vehicles involved;
  - (d) 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 Campervan;
    - (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;
  - (e) obtain the names, addresses, phone numbers and email addresses of all witnesses;
  - (f) forward all third party correspondence or court documents to Us within 7 days of receipt; 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 attending:
    - (i) Our lawyer's office; or
    - (ii) any Court hearing.
- 11.4** You and an Authorised Driver **must not**:
- (a) make any admission of fault;
  - (b) promise to pay any claim for Third Party Loss; or
  - (c) release the other party from any liability to pay for Damage as a result of an Accident, theft or attempted theft.

**12 Consequences of a Major Breach of the Rental Contract**

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**12.1 No Damage Cover**

If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Campervan or Third Party Loss; or
- (b) drive the Campervan 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 Campervan and Third Party Loss; and
- (iii) are liable for and **must** pay any additional costs or expenses We incur as a direct consequence.

**12.2 Termination and repossession**

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Campervan if a breach of any part of sub-clause 12.1 has occurred.

**IMPORTANT NOTICE****A breach of sub-clause 13.2(b) is a Major Breach of the Rental Contract. See clause 12 for further details.****13.1 Personal Information**

- (a) We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- (b) When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
- (c) We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

**13.2 Tracking Device**

- (a) A Tracking Device may be fitted to the Campervan to enable Us to track the Campervan when it is out of Our possession. When You sign the Rental Agreement You are authorising Us to use the Tracking Device to track the Campervan and record other data relating to its use, until it is returned to Us.
- (b) You must not tamper with the Tracking Device or remove it from the Campervan.

**14 Definitions and interpretation****14.1 Definitions**

In these Terms and Conditions:

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

- (a) a collision between the Campervan and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; and
- (c) weather events, including hail Damage,

that results in Damage or Third Party Loss.

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

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

**Damage** means:

- (a) any loss or damage to the Campervan 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 Campervan unroadworthy is **not** fair wear and tear.

**Damage Cover** means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 8, subject to the Damage Cover Exclusions in clause 9.

**Damage Excess** means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Campervan has been stolen and not recovered.

**End of the Rental** means the date and time shown in the Rental Agreement or the date and time the Campervan is returned to Us, whichever is the later.

**Exmouth Camper Hire, We, Us, Our**, means Scott Difffen ATF the Winderabandi Trust trading as Exmouth Camper Hire ABN 80 694 891 425.

**Loss of Use** means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Campervan 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 the following:

- (a) clauses 2 (all parts); 3 (all parts); 4 (all parts); sub-clauses 5.5, 5.6, 5.7, 5.8, or 5.10 that causes Damage, theft of the Campervan or Third Party Loss;
- (b) clause 11 (all parts) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or
- (c) sub-clause 13.2(b).

**Off Road** means an area, surface or terrain that is not 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 to the Campervan; or
- (b) Third Party Loss,

caused by:

- (i) contact between the part of the Campervan 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 Campervan; or
- (iii) You or any person standing or sitting on the roof of the Campervan.

**Rental Charges** means the charges payable for renting the Campervan from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

**Rental Period** means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

**Rental Station** means the location from which the Campervan is rented, as shown on the Rental Agreement.

**Security Bond** means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to sub-clause 5.2.

**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.

**Tracking Device** means a GPS or other device that is fitted to the Campervan that has electronic tracking capabilities to determine its location and other data including speed, braking and fuel levels.

**Underbody Damage** means any damage to the Campervan caused by or resulting from contact between the underside of the Campervan and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

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

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

#### 14.2 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.