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TERMS AND CONDITIONS

This is an Agreement between the Hirer ("You") and the Adventure Rentals Pty Ltd ("the Company"), identified in the Rental Agreement (attached), to rent the motor vehicle ("the Vehicle") described in Schedule 1 including all its accessories, tools, tyres and equipment as well as any replacement vehicle.

"Vehicles" means all vehicles specified in the Contract (including, but not limited to motor vehicles and Camper Trailers) and all equipment, tools and accessories forming part of or otherwise supplied as standard with such vehicles and any substitute or replacement Vehicles as agreed in writing between Adventure Rentals Pty Ltd and the Hirer.

1. Vehicle Condition and Return

You acknowledge that the Vehicle is delivered to you in good operating condition with the seal of the odometer unbroken. You agree to return the Vehicle in the same condition (except for ordinary wear and tear, **NOT INCLUDING WINDSCREEN, UNDERBODY OR TYRE DAMAGE**) together with its tools, tyres, accessories and equipment on the date and place specified on the Rental Agreement (or sooner, if demanded by the Company). The Company may take possession of the vehicle without prior demand to You and at your expense if there has been a breach of any Terms or Conditions of this agreement or if the vehicle is illegally parked, used in violation of the law or is apparently abandoned. If the seal of the odometer is broken, or otherwise tampered with, the hirer will be responsible for not only an extra charge based on 500 kms per day at AU\$1 per kilometre, but also for any cost of repairing or replacing the odometer.

NOTE: If there is to be any extension of the period of hire beyond that stated in the Rental Agreement, the Company must be notified, and it must agree to such extension in writing, otherwise the Vehicle will be immediately reported to the police as stolen.

2. Persons who must not drive the Vehicle

- a. a person who is not identified in the Rental Agreement as either the Hirer, Joint Hirer or Authorised Driver.
- b. a person who is not licensed to drive the hired class of vehicle.
- c. a person whose blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle.
- d. a person who is driving the Vehicle whilst under the influence of a drug.
- e. a person who has given or for whom You have given a false name, age, address, or driver's licence detail.
- f. a person whose driver's licence has been cancelled endorsed or suspended within the last three years.
- g. a person who has held a driver's licence for any class of vehicle for less than two years.
- h. a person who uses or intends to use the Vehicle for an illegal purpose.
- i. a person under the age of 25 years

3. Circumstances where the Vehicle must not be used

- a. any area outside the Area of Use shown on the Rental Agreement
- b. any unsealed roads or off-road conditions as specified in clause 15 Travelling in Remote Areas
- c. the carriage of any persons for hire or the carriage of any inflammable, explosive or corrosive materials.
- d. pushing or towing any vehicle, trailer, boat, or other object unless the Company has authorised such use in writing.
- e. the carriage of any greater load and/or persons and/or for a purpose for which the Vehicle was designed and constructed.
- f. the carriage of any animal in the Vehicle unless authorised in writing or noted in the Rental Agreement in SPECIAL CONDITIONS.
- g. the use of the Vehicle for racing, pace making, reliability trials, speed trials, hill climbing or being tested in preparation for those activities.
- h. the use of the Vehicle in a dangerous manner.
- i. the use of the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.
- j. for towing, pushing or propelling anything other than Vehicles approved by the Company.
- k. to carry a greater load than that for which it was built
- l. to carry more passengers than may be properly accommodated by the seat belt restraints provided in the vehicle.

4. Obligations of the Hirer/Joint Hirer/Authorised Driver

NOTE: The Hirer/Joint Hirer and Authorised Driver are jointly and severally liable for compliance with the terms and conditions of this Agreement. By entering into this Agreement, you are responsible for and irrevocably authorise the Company to debit the credit card provided on the Credit Card Authorisation form or any other credit card provided (and You will pay the company on demand any balance) with the following charges:

- a. the rental charges specified in the Rental Agreement.
- b. all charges claimed by the Company in respect of parking and/or any other traffic violations incurred during the period of hire or until such later time as the Vehicle is returned to the Company; A \$50 administration fee will apply for processing any, fines, infringements or costs.
- c. all loss or damage to the Vehicle (including the loss or use of that Vehicle), legal expenses, assessment fees, towing and recovery, consequential third-party damage, storage and company service charges where:
- d. any term or condition of this Agreement has been breached.
- e. the Vehicle is involved in a single vehicle incident unless the Company waives such loss to the Single Vehicle Incident Liability amount shown on the Rental Agreement (which amount will apply in addition to the Standard Liability Charge noted on the Rental Agreement). A Single Vehicle Incident is defined as any incident where the Vehicle suffers loss or damage as a result of an impact with any object whether animate or inanimate except another vehicle which can be fully identified and details of which have been provided by You or on your behalf to the Company. See clause 12 Security Bond
- f. You have left the Vehicle unlocked or left the keys in the vehicle.
- g. You have failed to keep the key secure and under your personal control.
- h. the under-body of the Vehicle is damaged regardless of cause except where there is a collision with another vehicle.;
- i. the Vehicle is totally or partially immersed in water regardless of the cause.
- j. the interior of the Vehicle is damaged regardless of the cause except where there is a collision with another vehicle.
- k. the tyres of the Vehicle are damaged other than by normal wear and tear.
- l. the Vehicle or any third-party property is damaged by driving the Vehicle under or into an object lower than the height of the Vehicle.

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- m. You have failed to maintain all fluid and fuel levels of the Vehicle or failed to immediately rectify or report to the Company any defect in the Vehicle of which You have become or ought to have become aware;
- n. the Vehicle is damaged by loading or unloading, normal wear and tear excepted.
- o. You have failed to secure properly any load or equipment which leads to loss or damage caused by any part of the load or equipment.
- p. You use the Vehicle as an articulated vehicle unless agreed to by the Company in SPECIAL CONDITIONS on the Rental Agreement.
- q. the exterior of the Vehicle is damaged regardless of cause except where there has been a collision with another vehicle.
You have paid for the hire of the Vehicle by use of a credit card or directed the Company to bill charges to some other person, corporation, firm or organisation who or which fails to make payment when called upon by the Company. You hereby irrevocably accept that You are liable and will immediately pay the full amount due to the Company on demand. The Company, in addition, may charge You interest at the rate of 18% per annum calculated on a daily basis on all outstanding accounts or charges payable in accordance with this Agreement, such interest to be computed from the end of the rental period.
- r. In the event of a single vehicle incident the Company may at its sole discretion, depending on the extent of the damage to the Vehicle, elect not to submit a claim to its insurer for damage, loss or replacement of the Vehicle. Should the Company elect not to lodge a claim within its insurer in a single vehicle incident, the Company may instead hold the Hirer/Joint-Hirer and/or Authorised Driver/s of the vehicle jointly and severally liable for:
 - s. the total amount necessary to rectify all Vehicle damage in order to repair the Vehicle to a standard to be determined by the Company; or
 - t. the Vehicle's replacement value as assessed by the Company's insurer; or
 - u. the sum required to fully satisfy any vehicle pay-out figure under a contract of finance between the Company and a financier whichever is the greater of these three figures and at the sole discretion of the Company. In the event the Company elects not to submit a claim to its insurer for any such rectification of Vehicle damage or Vehicle replacement, the Hirer / Joint Hirer and/or Authorised Driver/s hereby acknowledge and agree that the quantum associated with the repair or replacement of the Vehicle, or the Vehicle's payout figure with the Company's financier, will be payable to the Company as liquidated damages immediately upon written demand by the Company or its legal representatives.

5. Damage Cover

Adventure Rentals has a Comprehensive Insurance Policy for drivers over the age of 25 years, provided You and/or the Authorised Driver act within the terms and conditions of this Agreement, the Company will, subject to clause 4(d) herein, grant damage cover (which includes your legal costs incurred with our written consent) to You and/or the Authorised Driver in respect of damage to the Vehicle and/or damage to any third party property other than damage as a result of a single vehicle accident (see clause 4 above) or to any property owned by You (including any friend/ relative, associate or passenger) in your physical or legal control. This cover is also subject to:

- a. You are paying the COLLISION DAMAGE / LOSS LIABILITY CHARGE on the Rental Agreement.
- b. You and/or the Authorised Driver not having breached any terms and conditions of this Agreement.
- c. You and/or the Authorised Driver not being covered under any policy of insurance; and
- d. You and/or the Authorised Driver provide a report and all required documents in the event of an accident within required time frame as per this Terms and Conditions.
- e. You are providing such information and assistance as may be requested by the Company or anyone acting on behalf of the Company. If cover is provided then the Company, or its insurer, may bring, defend or settle any legal proceedings in its/their sole discretion and the Company shall have the sole conduct of any proceedings. Any such proceedings shall be brought or defended in your name or the name of the Authorised Driver.
- f. Even if you accept the Loss and Damage Waiver and Excess Reduction. You must always pay Adventure Rentals the full amount of the following costs and fees:
 - I. Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if you drive the Vehicle into a bridge, a tunnel, a tree or the roof or boom gate of a car park: or damage to the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor-quality roads at excessive speeds).
 - II. Water damage to the Vehicle caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to saltwater (including, without limitation, damage which occurs if You the Hirer drive the Vehicle through floods, creeks or rivers).
 - III. Damage to the tyre or an Accessory not attributable to normal wear and tear
 - IV. Damage to the Vehicle or to the property of any third party caused deliberately or recklessly by You, any other driver of the Vehicle or and passenger carried during the Rental Period:
 - V. The cost of replacing, if lost or stolen, an Accessory
 - VI. The cost of any professional cleaning or odour extraction reasonably incurred by Adventure Rentals because You or another person has been smoking in the Vehicle during the Rental Period.
 - VII. You and/or the Authorised Driver having breached any terms and conditions of this Agreement.

6. General Provisions

- a. if there is any incident involving loss or damage to the Vehicle or involving the Vehicle while rented under this Agreement, You and/or the Authorised Driver shall promptly report such incident to Company's Head Office, as well as delivering to the Company immediately upon receipt by You and/or the Authorised Driver, every summons, complaint or paper in relation to such incident involving such loss or damage. You and/or the Authorised Driver must also report all incidents to the police or other proper authority.
- b. You and/or the Authorised Driver irrevocably release and hold harmless the Company (and its agents and employees) from all claims for loss or damage to your personal property, or that of any other person's property left in the vehicle, or which is received, handled or stored by the Company at any time before, during or after the rental period, whether due to the Company's negligence or otherwise;
- c. You and/or the Authorised Driver acknowledge that the Company relies on the truth of your/the Authorised Driver's representations in this Agreement.
- d. You and/or the Authorised Driver will not refuse or fail to take any blood analysis or breathe test requested by the police.
- e. except as provided by law, no driver or passengers in the Vehicle shall be or deemed to be the agent, servant, or employee of the Company in any manner for any purpose whatsoever.
- f. the Company gives no express warranty in relation to the motor vehicle. Certain conditions and warranties are implied by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where the Company is permitted to limit its liability under those statutes for breach of an implied condition or warranty the Company limits its liability to replacement, repair or resupply 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 and/or the Authorised Driver for any indirect, special, incidental, or consequential damages relating to this Agreement.
- g. no right of the Company under this Agreement can be waived except by writing of an authorised officer of the Company.
- h. words used in this Agreement to denote any gender shall include all genders, singular words including the plural, and noted in the Rental Agreement
- i. notwithstanding any other provision in this Agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee ("charges") imposed by Local, State or Federal Government that is charged and collected by the Company is imposed anywhere in Australia and has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You and/or the Authorised Driver or in relation to the provision of rental or other services to You or the Authorised Driver: The Company may in addition to the rate, price or any other amount or consideration quoted or expressed as payable elsewhere in this Agreement, recover from You and/or the Authorised Driver an additional amount on account of the

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charge. Any additional amount on account of the charge shall be calculated without any deduction or set-off of any other amount and is payable to the Company upon demand.

- j. You and/or the Authorised Driver acknowledge that your interest in the Vehicle is as a bailee of the Company only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs;
- k. You and/or the Authorised Driver agree to indemnify the Company from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis) incurred by the Company as a consequence of the failure for whatever reason of the due and punctual performance of your obligations under this Agreement;
- l. You acknowledge that the Company has not in any way represented itself to You as an entity carrying on the business of insurance.
- m. You and/or the Authorised Driver must not at any time admit liability for any claim, loss or demand and agree that if such admission is made by You and/or the Authorised Driver then that is a breach of this Agreement.
- n. during your rental period You are obliged to inform the Company immediately of any damage whatsoever to the vehicle, so the Company may arrange for an urgent repair to accommodate any following booking, if necessary. You will be charged for all damages regardless of the cost. Collision Damage Waiver and/or Loss Liability Options are taken into account when calculating the quantum for vehicle damage and consequential loss to the Company.

7. Equipment

- a. The Hirer acknowledges and agrees that the equipment is provided by the Company to the Hire on an "as is" basis and is in the condition suitable for the purpose for which it is hired.
- b. The Hirer shall immediately notify the Company of any defect in or to the Equipment
- c. The Hirer shall not use, or permit the Equipment to be used, in a manner not considered to be cautious, prudent and consistent with the exercise of reasonable care.
- d. The Hirer shall not sub-let, on hire, or otherwise part with possession of, the Equipment to any third party at any time during the Hire Period.
- e. The Hirer shall return the Equipment:
 - I. To the agreed Location during the Company's normal business hours on or before the date and at the time specified in the Contract or such other date and time as is agreed between the Company and the Hirer in writing; and
 - II. In the same condition as it was in at the commencement of the Hire period.
- f. The Hirer acknowledges and agrees that:
 - I. If the Equipment is not returned in accordance with clause 7.E (a) the Equipment may be reported to the police as stolen; and
 - II. The Hire shall be responsible for the Equipment, and the hire of the Equipment shall continue upon and subject to the Terms and Conditions contained in the Hire Agreement, until the Company performs a final inspection of the Equipment including, without limitation, where the inspection is delayed due to the Equipment not being returned to the Agreed Return Location by the date and time, specified in the Contract or being returned to the Agreed Return Location after normal business hours or at a time when the Agreed Return Location is unattended.

8. LPG Gas Refill Camper Trailers Only

The gas bottle in the camper trailers is supplied full. A \$25 service fee will be applied on pick up. The gas bottle can be returned empty to Adventure Rentals at the completion of the rental.

9. GPS tracking System

By entering into this agreement with Adventure Rentals, the Hirer consents to the installation, use and maintenance of a GPS tracking device (populated by information supplied by CTRACK) to determine the geographical location of the Vehicles for the entire duration of the Hire Period. In addition to tracking and recording the Hirer's geographical location, the GPS tracking device will also record the manner of usage, speed and distances that are travelled by the Hirer. The information recorded by the GPS tracking device and supplied by CTRACK shall be held and used by the Company in accordance with the Company's Privacy Policy.

10. Fuel

The Vehicle must be returned with the amount of fuel equal to that at the time of the rental. If the Vehicle is returned with less fuel the difference will be charged at a rate which may include a service component unless prior arrangements have been made and noted in Schedule 1 & 2.

11. Governing Law

This Agreement shall be governed by the laws of the Northern Territory and the federal laws of Australia applicable therein, excluding applicable conflict of law rules. You hereby submit to the exclusive personal jurisdiction and venue of the courts of the Northern Territory, with respect to matters related to this Agreement.

12. Force Majeure

Adventure Rentals will not be liable for any failure or delay in performing any obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labour strikes or difficulties or transportation stoppages or slowdowns including unscheduled late return of vehicles and vehicle unavailability due to break down and accidents.

13. Adventure Rentals reserves the right to supply similar vehicles from internal and external fleets.

14. Vehicle Cancellation Policy

ADVENTURE RENTALS ADVISES IT IS THE HIRERS RESPONSIBILITY TO TAKE OUT ADEQUATE PRIVATE TRAVEL INSURANCE CANCELLATION FEES MAY APPLY.

Bookings can be cancelled by the hirer not less than 31 days' notice in writing prior to the commencement of the Hire commencement date.

- a) Bookings cancelled outside 31 days' notice in writing to the Company prior to the commencement of the Hire Period, in which case the Hirer shall be entitled to a full refund of any amounts already paid by the Hirer to the Company (including, but not limited to, the Deposit) less a booking administration fee of \$100 (or such greater amount as is determined by the Company from time to time).
- b) Cancelled 30 – 14 days prior to pick up date a fee of 20% of confirmed price of the rental.
- c) Cancelled 13 – 1 days prior to pick up date a fee of 50% of confirmed price of rental.
- d) Cancelled 1 day or No Show 100% of Confirmed Rental Price.

COVID 19 CANCELLATION POLICY

If travel is not possible due to government-enforced travel restrictions, we have extended a flexible cancellation policy:

- a) 100% Cancellation fee (full refund) less an administration fee of \$100, if cancelled 7+ days prior to the day of pick up or you can change your travel dates free of charge (subject to availability and new rate may apply)
- b) 100% credit of full booking value if cancelled 1-6 days before booking, valid until March 31st, 2023 or 50% cancellation fee.

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15. Fees and Charges

To Confirm a booking a Hirer must pay to the company a booking deposit to the value of 20% of the full amount of the hire charges in respect of the Vehicle and/or Equipment at the rate or rates specified in the contract ("Deposit") within 7 days of the booking being made. The balance of all hire charges in respect of the Vehicles and/or Equipment ("Hire Balance") is payable no later than 14 days prior to the commencement of the Hire Period. The Company reserves the right to increase any hire charges payable by the Hirer in respect of the Vehicles and/or Equipment at any time prior to payment of the Hire Balance in full.

Payments may be made by credit card, or electronic funds transfer. The Hirer irrevocably and unconditionally authorises the Company to charge the Hirer's credit card and/or bank account nominated by the Hirer for payment of the Hirer for payments of the amounts referred to in this clause 15.

All payments made by Visa or Mastercard attract a 1.5% surcharge, American Express 2.6% surcharge

Additional Fees/One-Way Fees

- I. \$110 Fee will be charged for Sunday, Afterhours and Public Holidays.
- II. \$80 an hour cleaning fee will be charged if vehicle returned unclean clause 18.g
- III. \$600 One-Way Fee for vehicle to be dropped off at Uluru. Upon request only.
- IV. \$600 One-Way Fee Darwin to Alice Springs or reverse.
- V. \$1500 One-Way fee for vehicle to be dropped off or picked up at Broome/Adelaide. Upon request only.
- VI. \$25 Fee for Gas refill. (Camper Trailers only) clause 8

16. Administration Fee

The Company may, at its sole discretion, charge an additional administration fee of \$50 for each individual administration task necessary for the administration and/or enforcement of any of the terms and conditions herein. The Hirer/Joint Hirer hereby irrevocably authorise the Company to deduct such fee/s from the Bond held by the Company and/or the credit card/s provided at the time of booking or otherwise immediately upon demand by the Company.

17. Security Liability Deposit Bond

To secure the performance of the Hirer's obligations under the Hire Agreement, the Hirer shall provide a security bond equal to the Standard Damage Liability Amount as reduced by any Damage Liability Reduction Option accepted by the Hirer (Security Bond) prior to the commencement of the Hire Period.

- a) The Security Bond shall be in the form of an imprint of the Hirer's credit card and the Hirer expressly authorises the Company to charge that credit card at any time for an amount up to the amount of the Security Bond to cover payment of any amounts payable by the Hirer under the Hire Agreement.
- b) The Company reserves the right at any time, in the Company's absolute discretion, to require that the Hirer satisfy the Security Bond by way of a cash or a credit card payment in the sum of the Security Bond. The Company may retain the Security Bond for a period of either 21 days after the conclusion of the Hire Period, or such other period as is reasonably required by the Company to determine the Hirer's liability to the Company under the terms of this Hire Agreement and to attend to payment of that liability from the Security Bond.
- c) Should a Security Bond be satisfied by way of credit card the Company accepts no liability for variances in exchange rates, interest or fees charged by the Hirers financial institution.
- d) The Security Bond cannot be paid with either a Debt Card or Pre-paid Credit Card.

18. Travelling in Remote Areas

During your travel in remote areas and the Outback, you are welcome to travel on any gazetted roads both sealed and unsealed that are visible on Hema Map as long as the road is open, in a good condition and safe for the passage of the vehicle, there is no adverse weather or no adverse road conditions pending or in place. Excluding Roads/Areas listed below unless authorised by an Adventure Rentals Agent and signed in Special Conditions on the Rental Agreement. If the Hirer nominates an area of use which the company has deemed to be *Restricted* the hirer must provide a Restricted Area Bond of \$5000 to the company. The Hirer acknowledges that recovering the vehicle from these areas or roads will result in significantly higher costs than recovery of the Vehicle from most other areas. You are not permitted to make your own tracks. You must follow all signposts and instructions that are governed by local authorities, indigenous and private landowners and communities. Permits may be required to enter indigenous land. If you are travelling on private land the Company highly recommends seeking advice from station owners and requesting their own Station Map.

19. RESTRICTED ROADS/AREAS: NORTHERN TERRITORY/WESTERN AUSTRALIA

Cahills Crossing to Arnhem Land unless authorized by Adventure Rentals, *Central Arnhem Rd*, *Nhulunbuy/Gove*, *Twin Falls Rd*, *Chamber Pillars Track*, *Canning Stock Route*, *Simpson Desert*, *Kalumburu Rd north of Drysdale Station and the Rd to Mitchell Falls/Plateau* (To Drysdale Station is allowed), *All access Rds. further than 50km north of the Gibb River Rd*, *Great Central Rd*, *Plenty Hwy*, *Gun Barrel Hwy*, *Gary Hwy*, *Gary Junction Rd*, *Telfer Mine Track*, *Anne Beadell Hwy*, *Great Sandy Desert*, *Gibson Desert*, *Great Victorian Desert*, *Ruby Gap* *Boggy Hole (Finke Gorge National Park)*

Adventure Rentals reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions. The Company recommends all remote area travellers confirm with local police or National Parks that the roads on which they intend on travelling are in fact open for travel. Driving on roads that are closed is considered Negligence and, regardless of circumstances, will constitute a breach of these Terms and Conditions.

20. Miscellaneous

The Hirer/Joint Hirer and Authorised Driver being jointly and severally liable for any and all loss or damage whosever caused to the vehicle or the Company as a result of any breach of the terms and conditions herein, acknowledge, consent and agree to the following;

- a) That the only time to drive the vehicle on any beach is two (2) hours before low tide and two (2) hours after low tide.
- b) You will be solely liable for any and all damage to the vehicle whilst driving on any beach at any time.
- c) That whilst driving on any beach tyre pressure may need to be reduced to 28 psi. Upon your return to bitumen, you are obliged to reinstate the normal tyre pressure of 40 Psi, or alternatively to the tyre pressure as stated on the tyre as soon as possible.
- d) that extreme care must be taken whilst driving on low inflated tyres and at a significantly reduced speed.
- e) That when travelling outside built up areas you are not permitted to drive between sunset and dawn or during any period of reduced visibility, including but not limited to fog, dust storms, heavy rain etc.
- f) that you will return the vehicle and any equipment in the same clean and working condition as it was at the commencement of the hire period.

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- g) That you are fully responsible for the cleanly return of your rental vehicle and are solely responsible for a comprehensive clean of the vehicle, interior, exterior, all Commercial, Mining and Camping Equipment and under body wash removing all dirt, sand and salt. Failure to return the vehicle in such cleanly condition, as espoused herein, will result in you being held liable for all Detailing and Cleaning Cost.
- h) That you are solely liable for any towing and recovery costs as a result of your negligence.
- i) That you are solely liable for any damage and repairs to the vehicle as a result of your negligence.
- j) That you are solely liable for any vehicle outages and loss of profits as a result of any vehicle outages arising from a breach of any provision of these terms and conditions.
- k) That you are solely liable for any damage due to overloading of the vehicle.
- l) That you will maintain coolant in the radiator at the required level at all times.
- m) That you will maintain oil and all lubricants at the required levels at all times.
- n) That you will at all times monitor all instruments and warning signals.
- o) That you will return the vehicle with same level of fuel as it was hired to you. Failure to return the vehicle with the same fuel level will result in a refuelling charge of \$2.50 per litre.
- p) That you are solely liable for any water damage regardless of cause.
- q) That you are solely liable for any and all damage arising from the towing or haulage of any type of trailer, caravan, boat, vehicle, or any other inanimate object.
- r) Climbing on the bonnet or roof of the vehicle is strictly prohibited.

21. Vehicle Returning Procedure

Please ensure you are aware of your vehicle contracted return time as Adventure Rentals does not provide refunds following the commencement of hire. Upon the vehicles return and during normal business hours all vehicles will undergo a comprehensive inspection, including any additional cleaning which may be necessary, carried out by our authorised agencies. Adventure Rentals, where possible, endeavours to be flexible with return times of vehicles. Please be aware however that other customers may be awaiting the return of the vehicle and Adventure Rentals requires sufficient time to facilitate vehicle check in and out procedures as well as preparation of the vehicle for the next Hirer. You have one-hour grace period in which to return the vehicle and thereafter, Adventure Rentals reserves the right to charge You a full day's rental in the event of a late return.

22. Legal Warranties and Indemnities

- a) The Hirer/Joint Hirer and Authorised Driver/s warrant that they are competent drivers and have the necessary skill and judgement to safely operate the vehicle.
- b) The Hirer/Joint Hirer and Authorised Driver/s warrant that they have the appropriate expertise and drives licences necessary to operate the vehicle in a safe, appropriate and reasonable manner.
- c) The Hirer/Joint Hirer and Authorised Driver/s warrant that they must maintain necessary driver's licences throughout the term of the hire.
- d) The Hirer/Joint Hirer and Authorised Driver/s warrant that they will at all times act in the best interests of, well and faithfully serve and promote the Company's business and interests and will not defame or denigrate the Company or its employees, agents or servants following the return of the vehicle.
- e) The Hirer/Joint Hirer and Authorised Driver/s jointly and severally indemnify and keep indemnified the Company from and against any and all costs, damages, loss or liability of any kind (including legal costs and disbursements in defending or settling the claim giving rise to same on a full indemnity basis) howsoever suffered or incurred by the Company or the vehicle as a result of any act or omission by the Hirer/Joint Hirer and/or Authorised Driver and/or any breach of these Terms and Conditions.
- f) The indemnity contained in clause above extends (without limiting the generality of the foregoing) to any costs, damages, loss or liability (including legal costs and disbursements in defending or settling the claim giving rise to the same on a full indemnity basis) incurred by the Company by virtue of any injury or disability suffered by any employee, agent or servant of the Company, arising by whatever legal theory (whether statutory, tortious or otherwise).

23. Severability

If any provision of these Terms and Conditions should be held to be invalid in any way or unenforceable, the remaining provisions must not in any way be affected or impaired. These Terms and Conditions must be construed so as to give effect to the intent of Adventure Rentals as it was originally executed.