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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, You 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 details;
- 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;
- 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 with 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 salt water (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 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 other-wise 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. GPS tracking System

- a. The Hirer acknowledges that the Company monitors the areas the vehicle was driven, when the Vehicle was driven and how fast the Vehicle was driven using GPS.
- b. The Parties agree that the Company may, at its discretion prepare a Driver behaviour report (DBR) for the vehicle.
- c. The Hirer:
 - I. Acknowledges that the DBR is populated by information supplied by CTRACK
 - II. Acknowledges that CTRACK controls the collection of the GPS data
 - III. Acknowledges that the Company may rely on the information provided by CTRACK for the purpose of this Agreement and that the reliance is a material term of this agreement; and
 - IV. Indemnifies the Company in respect of any claim made by the Hirer based on the GPS data.

9. 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.

10. 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.

11. 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.

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

13. Vehicle Cancellation Policy

We ask that you notify us as soon as possible of any cancellation. We will endeavour to allocate replacement for your booking and if we would become unsuccessful your 20% non-refundable deposit will be charged at all times but maybe credited towards a future booking with Adventure Rentals. Cancellations notified within:

- a. notified outside of 30 – 60 days attract 20% of confirmed price of rental
- b. notified within 30 days may attract a fee of 50% of confirmed price of rental;
- c. notified within of 14 days Adventure Rentals may charge 90% of rental period;
- d. no Show 90% fee will be charged.

14. Security Bond

The Hirer / Joint Hirer may elect a Collision Damage / Loss Liability option at the time of booking confirmation, and depending on the option chosen, an agreed amount will be held by Adventure Rentals

- a. Keep excess at \$5,000.00 - \$0.00 charge per day to pay Security Bond of \$5,000
- b. Reduce excess to \$2,500.00 - \$30.00 charge per day to pay Security Bond of \$2,500
- c. Reduce excess to \$1,000.00 - \$40.00 charge per day to pay Security Bond of \$1,000
- d. Keep excess on camper trailers at \$2,000.00 - \$0.00 charge per day to pay security bond of \$2000
- e. Reduce excess on camper trailers to \$1,000.00 - \$20.00 charge per day to pay security bond of \$1000

It is your responsibility to have adequate funds on your Credit Card available for security bond of your choice at least 14 days prior to vehicle pick up. Under no circumstances will bonds and pre-authorisations will be released or cancelled until the Company's inspection process is completed and a written report is forwarded to the Company Head Office for final approval. You hereby acknowledge, consent and agree that you will be charged for any damage caused by you that has been identified in your absence. Generally, bond refund occurs within 7 days, however Adventure Rentals Pty Ltd reserves the right in some cases to withhold bond funds until any and all outstanding matters arising from, or in connection with the Hire are resolved.

Any further amount due and owing to the Company in excess of the amount of the Bond as a result of any act or omission by the Hirer /Joint Hirer and/or Authorised Driver/s or as a result of any breach of these Terms and Conditions, will become due and payable to the Company as liquidated

damages immediately upon written demand. The Hirer / Joint Hirer and/or Authorised Driver/s will be jointly and severally liable for any such amount in excess of the bond, including, but not limited to any further sum becoming due and payable to the Company arising from or in connection with any other provision of these Terms and Conditions.

15. Restricted or Remote Area

If the Hirer nominates an area of use which, in reasonable opinion of the Company, is a Restricted or Remote Area, then the Hirer must provide a Restricted and Remote Area Access Bond of \$5,000.00 to the Company, in addition to any Security Bond payable. The Hirer acknowledges that recovering the vehicle from Restricted or Remote Areas will result in significantly higher costs than recovery of the Vehicle from most other areas.

16. 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, Excluding Roads/Areas listed below unless authorised by an Adventure Rentals Agent and signed in Special Conditions on the Rental Agreement. This is providing that the road is open, in a good condition and safe for the passage of the vehicle. 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 land owners 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.

EXCLUDED ROADS:

- a. Cahills Crossing to Arnhem Land.
- b. Twin Falls Road
- c. Chambers Pillars Track
- d. Canning Stock route
- e. Simpson Desert

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.

17. Miscellaneous

The Hirer/Joint Hirer and Authorised Driver being jointly and severally liable for any and all loss or damage whatsoever 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;
- 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.

18. 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.

19. Company Operating Hours

Adventure Rentals is a specialised vehicle rental business, with operating hours between 8am and 5pm Monday to Saturday, excluding public holidays.

20. Administration Fee

The Company may, at its sole discretion, charge an 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.

21. 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 drivers licences throughout the term of the hire;

