

## 1 Agreement

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- 1.1 This is an Agreement between You and Dealer to rent the Vehicle. You (including any Joint Renter and any Authorised Driver) are jointly and severally responsible for compliance with the terms of this Agreement.
- 1.2 This Agreement comprises Rental Vehicle Agreement Part A and Rental Vehicle Agreement Part B and **must** be read and construed in its entirety and together they shall constitute the entire agreement between Dealer and You.
- 1.3 This Agreement is governed by the laws of the State of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of Queensland in respect of any actions, claims, demands or suits arising out of or in respect of this Agreement.
- 1.4 Subject to any rights to the contrary that You may have under the Australian Consumer Law, Apollo has no liability for indirect or consequential loss under this Agreement.

## 2 Refusal of Rental

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- 2.1 Dealer reserves the right to refuse any rental on reasonable grounds and may refuse to extend any rental at its absolute discretion.

## 3 Vehicle Condition and Return

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- 3.1 You acknowledge that:
- (a) the Vehicle was delivered to You by Dealer in good operating condition and You agree to return the Vehicle without alteration or addition and in the same condition, except for ordinary wear and tear (not including windscreen or tyre damage) together with all tools, tyres, accessories and equipment to the Return Location on the Return Date specified in Rental Vehicle Agreement Part A;
  - (b) the Vehicle is the sole property of Dealer;
  - (c) You inspected the Vehicle at the Commencement of the Rental and ascertained that it was in good operating condition and fit for the purpose for which You required it and that no representations about the Vehicle's condition were made to You by Dealer, its employees or agents; and
  - (d) the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the **Vehicle Condition Report**. It is essential that all existing damage is noted by You on the **Vehicle Condition Report**. Any damage which has not been noted on the **Vehicle Condition Report** will constitute Loss or Damage which has occurred subsequent to the commencement of this Agreement for which You shall be charged.
- 3.2 Dealer will take possession of the Vehicle without prior demand to You, and at Your expense, if there has been a Substantial Breach of this Agreement. In such circumstances You irrevocably authorise Dealer, its employees and agents to enter any property where the Vehicle is situated and You indemnify Dealer, its employees and agents from claims by any person resulting from such entry and retaking of the Vehicle.
- 3.3 If the odometer is deliberately broken or otherwise tampered with, You will be responsible for not only an extra charge based on 500 kilometres per day at 50c per kilometre, but also for any costs of repairing or replacing the odometer.
- 3.4 If You fail to return the Vehicle to the Return Location or return the Vehicle to a different location to the Return Location, You will be charged for all costs associated with transporting or towing the Vehicle to the Return

Location plus a minimum relocation charge in accordance with clause 30.6 of this Agreement.

3.5 If You return the Vehicle after the Return Time without the permission of Dealer, You will be charged for the late return according to clause 30.7 of this Agreement.

- 3.6 If You attempt to return the Vehicle to the Return Location and it is not open for business at the time You return the Vehicle:
- (a) the Vehicle will be deemed to have been returned at the time when that Return Location next opens for business;
  - (b) the rental continues until that time; and
  - (c) You remain fully responsible for the Vehicle, unless other arrangements have been agreed to in writing by Dealer.

- You will also be charged the late fee in accordance with clause 30.7 of this Agreement.
- 3.7 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 in accordance with clause 28 of this Agreement.

- 3.8 You **must** only use the fuel type specified by the manufacturer of the Vehicle.
- 3.9 Use of bio-diesel, ethanol or any organic hybrid fuel is strictly considered the wrong fuel type and constitutes a Substantial Breach of this Agreement. Any Loss or Damage to the Vehicle or any costs associated with the use of the wrong fuel, including contaminated fuel, are at Your sole expense.
- 3.10 Dealer **must** be notified and it **must** agree to any extension of the rental period beyond that specified in Rental Vehicle Agreement Part A prior to the return date for the Vehicle otherwise the Vehicle will be immediately reported to the police as stolen.

## 4 Unauthorised and Prohibited Use of Vehicle

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- 4.1 Persons who **must not** drive the Vehicle:
- (a) anyone who is not identified in **Rental Vehicle Agreement Part A** as either the renter or authorised driver;
  - (b) anyone who does not have the licence required by law to drive the class of Vehicle hired;
  - (c) anyone whose blood alcohol concentration or level of drugs exceeds the lawful percentage in the state or territory where the Vehicle is driven;
  - (d) anyone under the influence of or impaired by a drug, intoxicating liquor or substance;
  - (e) anyone who has given, or for whom You have given, a false name, age, address or driver's licence details;
  - (f) anyone whose driver's licence has been cancelled or suspended within the last three years;
  - (g) anyone who is a learner driver, a provisional or probationary licence holder or has not held a full driver's licence for any class of vehicle for at least two years;
  - (h) anyone under 21 years of age; or
  - (i) anyone who uses or intends to use the Vehicle for any illegal purpose.
- 4.2 **Prohibited** use of the Vehicle:
- (a) in any area outside the Area of Travel shown in **Rental Vehicle Agreement Part A**;
  - (b) in any area where applicable travel restrictions of clause 13 of this Agreement apply unless authorised by Dealer in writing;

- (c) for carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials;
- (d) for pushing or towing any Vehicle, trailer, boat or other object unless authorised by Dealer in writing;
- (e) for carrying any greater load and/or more persons and/or for a purpose for which the Vehicle is not designed and constructed;
- (f) for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
- (g) driving the Vehicle in a dangerous, wilful or reckless manner;
- (h) for carrying illegal substances or product;
- (i) for commercial purposes or financial gain;
- (j) driving the Vehicle in an unsafe or unroadworthy condition; or
- (k) for carrying passengers when You, any Joint Renter or Authorised Driver are not appropriately licensed.

## 5 Financial Obligations

- 5.1 By entering into this Agreement You, any Joint Renter and any Authorised Driver, are each responsible for and agree irrevocably to pay Dealer:
- (a) the rental charges specified in **Rental Vehicle Agreement Part A**;
  - (b) all charges claimed from Dealer for toll, parking and/or any other traffic fines, infringements or violations incurred during the rental period or until such later time as the Vehicle is returned to Dealer and an additional administration fee of \$75 including GST per fine / infringement will apply to cover the costs of processing; and
  - (c) all Loss or Damage to the Vehicle arising from the use of the Vehicle by You, any Joint Renter or any Authorised Driver where:
    - (i) the Vehicle is damaged by any wilful or reckless action;
    - (ii) there is Overhead Damage or damage to the underbody of the Vehicle regardless of cause except where there is a collision with another vehicle and third party details are provided to Dealer;
    - (iii) the Vehicle is left unlocked or the keys are left in the Vehicle;
    - (iv) the keys are not kept securely and under Your personal control;
    - (v) the keys have been lost, damaged or stolen;
    - (vi) the Vehicle is totally or partially immersed in any water, regardless of cause;
    - (vii) there is failure to maintain all fluid and fuel levels of the Vehicle or failure to immediately rectify or report to Dealer any defect in the Vehicle of which You become or ought to have become aware;
    - (viii) the wrong fuel type or contaminated fuel was used or where water was put in the fuel tank;
    - (ix) fuel was put in the water tank;
    - (x) damage caused by falling asleep whilst driving;
    - (xi) if the Vehicle is four wheel drive, is driven in 4wd mode on sealed roads;
    - (xii) the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
    - (xiii) the slide out of the Vehicle is damaged, regardless of cause except where there is a collision with another Vehicle or;

- (xiv) the damage is caused by sitting or standing on the bonnet or roof of the Vehicle;
- (xv) the interior of the Vehicle is damaged regardless of cause except when there is a collision with another vehicle;
- (xvi) the tyres of the Vehicle are damaged other than by normal wear and tear, except where You have purchased a Dealer Additional Cover or Liability Reduction and it applies;
- (xvii) the windscreen of the Vehicle is damaged except where You have purchased a Dealer Additional Cover or Liability Reduction and it applies;
- (xviii) Loss or Damage is caused to the Vehicle whilst it is being transported over water;
- (xix) Loss or Damage is caused to the Vehicle whilst it is being loaded or unloaded on a watercraft and/or tow truck;
- (xx) Loss or Damage is caused to the Vehicle by snow chains;
- (xxi) Loss or Damage is caused to the awning of the Vehicle A minimum fee of \$1,500 including GST will apply per awning damage;
- (xxii) Loss or Damage is caused to the roof top tent of the Vehicle except where You have purchased 4WD Additional Cover and it applies;
- (xxiii) costs are incurred for recovering the Vehicle if it is bogged;
- (xxiv) costs are incurred with the Vehicle running out of fuel; or
- (xxv) costs are incurred with losing the fuel, oil or water caps and items in the convenience and/or camping kits;

- 5.2 You, any Joint Renter and any Authorised Driver authorise Dealer to debit the credit card/s provided at the Commencement of the Rental for any of the charges and for the Loss or Damage to the Vehicle and for which You, and Joint Renter or Authorised Driver are liable under clause 5.1 of this Agreement.

- 5.3 Dealer accepts American Express, Visa, MasterCard, Visa Debit, MasterCard Debit and Diners Club. American Express and Diners Club will incur an additional non-refundable 4.5% administration fee on any transaction. Visa, MasterCard, Visa Debit and MasterCard Debit will incur an additional non-refundable 2% administration fee on any transaction. EFTPOS maybe used to pay for rental charges (not bonds). Cash will not be accepted under any circumstances.

- 5.4 If You have paid by credit card, or directed Dealer to bill the charges to some other person, corporation, firm or organisation who or which fails to make payment when due, You will immediately pay the full amount due to Dealer on demand. You irrevocably agree and authorise Dealer to use the credit card/s provided for payment of any amount due under this Agreement even if a signed credit card voucher has been returned.

## 6 Single Vehicle Rollovers

- 6.1 If there is Loss or Damage to the Vehicle or damage to any third party property as a result of:
- (a) a Single Vehicle Rollover, You, any Joint Renter and any Authorised Driver have no entitlement to the benefit of Apollo's insurance under clause 20 of this Agreement and You are each responsible for and agree irrevocably to:
    - i. pay Dealer for Loss or Damage to the Vehicle; and
    - ii. indemnify Dealer for all third party loss.

## 7 Cancellation Fees

- 7.1 There is no refund for late pick up or early return of the Vehicle.
- 7.2 All other cancellation fees are outlined in the Summary Rental Conditions.

## 8 Change of Vehicle

- 8.1 Acting reasonably, Dealer may substitute an alternative Vehicle for the Vehicle booked without prior notification to You and at no extra cost to You in cases where the Vehicle is unavailable as a result of unforeseen circumstances, such as it being involved in an accident.
- 8.2 Substitution of an alternative Vehicle is not a breach of the Agreement and does not entitle You to a refund.

## 9 Voluntary Downgrade

- 9.1 If You decide to rent a Vehicle of a lesser class than the one booked You are not entitled to a refund.

## 10 Errors in Rental Charges

- 10.1 All amounts payable to Dealer are subject to subsequent verification and adjustment and details of any adjustments will be sent to You as soon as practicable. If an amount is due to Dealer You authorise **Dealer** to charge Your credit card with that amount and if a refund is due to You Dealer will credit the amount to Your credit card within 21 days/as soon as practicable.

## 11 Exchange Rate/Currency Fluctuations/Refunds

- 11.1 Transactions under this Agreement are conducted in Australian Dollars.
- 11.2 Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against Your credit card and the amount refunded at the expiration of the Rental Period. Any such variation does not entitle You to a refund.
- 11.3 Refunds by credit card including bond refunds can take up to 21 working days depending on the renter's Financial Institution.

## 12 Conditional Upon Payment

- 12.1 Where applicable, You agree that this Agreement is conditional upon Dealer being paid by the Travel Agent or Travel Wholesaler (**Agent**) who arranged this Agreement on Your behalf. You must pay Dealer any shortfall in the amount paid by You to the Agent and the amount that should have been paid to Dealer based on the applicable standard gross rental rate in respect of the Vehicle for the rental period.

## 13 Travel Restrictions

- 13.1 Two Wheel Drive Campervans & Motorhomes:
- (a) may be driven:
- (i) may be driven North of the Daintree River provided written permission is obtained from Dealer prior to travel. When travelling to these areas clause 13.2 of this Agreement always applies.
- (b) must not be driven:
- (i) on any unsealed roads, except well maintained access roads less than 12 kilometres long to recognised campgrounds;
- (ii) to any island (including Tasmania, Moreton Island, Fraser Island).
- 13.2 In the event of an accident or breakdown in an area outlined in clause 13.1 of this Agreement it is Your full financial responsibility to pay any salvage, towing and/or recovery costs to the nearest Dealer branch and no replacement vehicle will be provided under any circumstances.
- 13.3 Dealer reserves the right at its sole discretion to restrict Vehicle movements in certain areas for any reason including but not limited to adverse road or weather conditions.

## 14 Every 500 kilometres

- 14.1 The oil, fluids and coolant levels **must** be checked by You every 500 kilometres. You **must** add water/coolant to the cooling system and an appropriate Australian Society of Automotive Engineers rated oil for petrol or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum.
- 14.2 You agree to maintain the Vehicle in these conditions and acknowledge that any mechanical damage occasioned as a result of Your failure to maintain the Vehicle in accordance with this clause **must** be paid by You.

## 15 Mechanical Breakdowns

- 15.1 Any mechanical problems associated with the Vehicle **must** be reported to Dealer as soon as possible in order to give Dealer the opportunity to rectify the problem during the rental period. Equipment failure **must** also be reported to Dealer.
- 15.2 If Dealer is not contacted or You do not allow Dealer the opportunity to rectify the problem during the rental period You agree that the problem is of such a minor nature that You make no claim for loss of time in respect of the rental period. You also agree that Dealer is not responsible for any claims made by You after the return of the Vehicle.
- 15.3 You will be charged a fee equal to the cost of the roadside assistance where it is established that roadside assistance could have been avoided in cases such as keys being locked in the Vehicle, flat batteries caused by lights having been left on and other such similar occurrences.

## 16 Repairs

- 16.1 Any repair up to \$100 including GST needs no authorisation from Dealer and all that is necessary for full reimbursement to You from Dealer is a proper receipt for the amount of the repairs. If the repair is more than \$100 including GST then You must notify Dealer and obtain Dealer's consent before the repairs are carried out.
- 16.2 If the Vehicle cannot be driven as a result of a breakdown, Dealer will only reimburse You for the time that the Vehicle was not available for use. Subject to availability, Dealer will provide a replacement vehicle. Any cost incurred in You travelling to an Dealer depot is Your responsibility unless the breakdown was the result of Dealer's negligence.
- 16.3 The failure of accessories such as air-conditioners, awnings, televisions, microwaves, stove and grill, water pump, camping kit items, shower and toilet, refrigerators and radios/ cassettes/CD/DVD/video players does not constitute a breakdown and no amount is payable by Dealer to You.
- 16.4 Dealer is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Vehicle or as a result of any accident.
- 16.5 Dealer is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.

Note: It can often be difficult to carry out repairs during weekends and holiday periods and/or in remote areas due to limited opening times and/or spare parts.

## 17 Tyres/Windcreens

- 17.1 Authorisation **must** be obtained from Dealer before tyres or windcreens can be replaced. You are responsible for replacing damaged tyres (for example, but not limited to, blowouts, punctures, sidewall damage, tyre staking etc.) unless caused by normal wear.
- 17.2 You **must** maintain tyre pressures as per the Vehicle manufacturer's manual and You **must** only purchase new steel radial tyres of the same size and ply rating as are fitted to the Vehicle. If You purchase tyres of a
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different size or ply rating Dealer will not refund You for the purchase cost.

- 17.3 You are responsible for replacing damaged windscreens and tyres except where You have purchased a Dealer Additional Cover or Liability Reduction and it applies.

## 18 Seat Belts and Child Restraints

- 18.1 You **must** comply with all mandatory seat belt laws and You acknowledge that any driver or passenger who does not have a seat belt properly adjusted and fastened may be fined by the police.

- 18.2 Dealer gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle and You accept full responsibility for the fitting and suitability of any such restraints fitted.

## 19 Accidents

- 19.1 In the event of an accident You **must**:

- (a) record the Time/Date/Location;
- (b) record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle;
- (c) record the name of the other party's insurance company;
- (d) not admit liability;
- (e) notify the nearest police station within 24 hours of the accident;
- (f) fully complete and sign the Accident Report Form (located in the Vehicle); and
- (g) notify Dealer within 24 hours of the accident and fax through the Accident Report Form.

- 19.2 In the event of an accident, the towing and retrieval of the Vehicle to the closest Dealer depot is at Your expense up to the amount of Your Liability Reduction where it applies or for the full amount where it does not apply. There is no refund for monies paid for the unused portion of the rental period. An administration fee of \$75 including GST per accident file will apply (to cover the costs of processing).

- 19.3 In the event of an accident in which there is Loss or Damage to the Vehicle, the availability of a replacement Vehicle is not guaranteed and its provision is subject to availability, Your location, remaining hire duration and whether the accident was the result of a Substantial Breach. Additional charges may be incurred.

- 19.4 If a replacement Vehicle is required as a result of an accident:

- (a) You are responsible for making Your own way to the nearest Dealer Branch or pickup location at Your own cost;
- (b) Dealer may offer You the option of paying a "Replacement Vehicle Relocation Fee" to send a driver to deliver the replacement vehicle to Your location; and
- (c) You **must** pay for any costs relating to delivery of a replacement Vehicle as a result of any vehicle accident. This charge applies irrespective of any liability reduction option taken.

## 20 Damage Liability Reduction

- 20.1 Subject to this Agreement, You, any Joint Renter and any Authorised Driver will receive the benefit of Dealer's insurance with its insurer for Loss or Damage of the Vehicle and damage to any third party property, except:

- (a) any property owned by You (or any friend, relative, associate or passenger); or
- (b) any property in Your physical or legal control, **provided**:
  - (i) You have paid the minimum Liability Reduction set out in **Rental Vehicle Agreement Part A**;
  - (ii) there is no Loss or Damage to the Vehicle as a result of a Single vehicle Rollover;

- (iii) there has not been a Substantial Breach or breach of sub clause 5.1(c) of this Agreement and You have not caused any other person to have acted in a manner which is a Substantial Breach or breach of any sub clause 5.1(c) of this Agreement;

- (iv) You are not covered under any other policy of insurance; and

- (v) You have provided such information and assistance as may be requested by Dealer's Accident department and or its insurer.

- 20.2 If cover is extended to You by Dealer's insurer:

- (a) You authorise Dealer's insurer, at its sole discretion, to defend or settle any legal proceedings;
- (b) Dealer's insurer has the sole conduct of any proceedings; and
- (c) any such proceedings shall be brought or defended in Your name or the name of the Joint Renter.

## 21 Damage Liability Exclusion

- 21.1 If there is a Substantial Breach or a breach of any part of sub clause 5.1(c) of this Agreement You, any Joint Renter and Any Authorised Driver:

- (a) are liable for:
  - (i) Loss and Damage to the Vehicle, and
  - (ii) all third party loss; and
- (b) have no entitlement to the benefit of Dealer's insurance under clause 20 of this Agreement, even if Reduction Option has been purchased and the Liability Reduction amount in clause 24.3 of this Agreement has been paid (subject to the limited exceptions that apply to Reduction Option as set out in clause 24.3 of this Agreement).

## 22 Personal Injury

- 22.1 The Vehicle has third party personal injury insurance cover. It is likely that any other vehicle involved in the accident also has third party personal injury insurance cover.

- 22.2 Depending on the circumstances of the accident, You may be entitled to claim for Your personal injury against the third party personal injury insurance of the party which is responsible for the accident. Details of the third party personal injury insurer for the Vehicle are set out in the registration details of the Vehicle.

## 23 Property Damage

- 23.1 You are responsible for and **must pay up to the amount** of the applicable Liability Reduction set out in Rental Vehicle Agreement Part A for Loss or Damage to the Vehicle and for damage to third party property.

- 23.2 Regardless of whether cover is extended to You by Dealer's insurer, You will remain responsible for the costs of demurrage for the period the Vehicle is unavailable due to repairs. Any demurrage recovered from any negligent third party will be refunded to You upon its recovery.

- 23.3 The Liability Reduction applies in respect of each claim, not per rental.

- 23.4 In the event of a claim, Dealer may require that You pay a second bond equivalent to the applicable liability if You are continuing with the rental plus an administration fee of \$75 including GST per claim.

- 23.5 The Liability Reduction is applicable regardless of who is at fault and **must** be paid at the time the accident/incident is reported to Dealer, not at the completion of the rental period.

- 23.6 Dealer has no liability for personal belongings damaged, stolen or lost which are always Your responsibility. Dealer recommends that You do not leave items of value in the Vehicle and that You take out Your own Personal Travel Insurance.
- 24 Liability Reduction**
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- Standard Liability**
- 24.1 Dealer's rental charge includes a Standard Liability Reduction of \$7,500 including GST for Campervans and Motorhomes. A bond of \$7,500 including GST will be collected from You, by Dealer debiting Your credit card, at the time of You signing this Agreement. Payment of this bond is only accepted by credit card. An administration fee of 4.5% for American Express and Diners Club and 2% for Visa, MasterCard, Visa Debit and MasterCard Debit will apply.
- 24.2 The Standard Liability Reduction can be reduced if You purchase the following Reduction Option:  
**Reduction Option**  
A \$0 (nil) Liability Reduction applies to all Campervans and Motorhomes. You can purchase this option by paying Dealer \$47 including GST per day. The total liability option charge is limited to a maximum of 50 days or \$2,350 including GST and a minimum payable per segment based on the minimum rental period applicable for Your rental. For Campervans and Motorhomes this option covers one windscreen, two tyres and demurrage for accidental damage. A bond of \$250 including GST will be collected from You, at the time of You signing this Agreement. This Bond is payable to Dealer by an open signed credit card imprint with an authorisation obtained (sufficient funds **must** be available for \$250 including GST).
- 25 Bond**
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- 25.1 For security purposes, only a credit card can be used to provide a bond.
- 25.2 When the bond is debited a non-refundable credit card administration fee will apply of 4.5% for American Express and Diners Club and 2% for Visa, MasterCard, Visa Debit and MasterCard Debit.
- 25.3 The credit card holder **must** be present and be able to sign for the bond upon collection of the Vehicle.
- 25.4 The credit card holder is jointly and severally liable for any damage to the Vehicle.
- 25.5 The bond is fully refundable when the Vehicle is returned to the correct location on time, is full of fuel and all other terms of this Agreement have been complied with.
- 25.6 If there is Loss or Damage to the Vehicle on its return, the bond will be used to cover the cost of such damage up to the amount of the relevant Liability Reduction.
- 25.7 However, if there is a Substantial Breach or a breach of any part of clause 5.1(c) of this Agreement and the bond is insufficient to cover the Loss and Damage then any extra cost will be charged to You.
- 25.8 Bond Roll Overs are permitted for Dealer multi hires within the same country when the bond is banked.
- 26 General Provisions**
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- 26.1 Immediately upon receipt, You **must** provide Dealer with every summons, complaint or paper in relation to any accident or loss involving the Vehicle.
- 26.2 You must not refuse or fail to take any blood analysis, breath test or drug impairment assessment requested by the police or as required by law.
- 26.3 You irrevocably release and hold harmless Dealer, its employees and agents from all claims for loss or damage to personal property owned by You or others left in the Vehicle, or which is received, handled or stored by Dealer at any time before, during or after the rental period, unless the loss or damage is due to Dealer's negligence.
- 26.4 Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of Dealer for any purpose whatsoever.
- 26.5 No right of Dealer under this Agreement can be waived except by writing of an authorised officer of Dealer.
- 26.6 Notwithstanding any other provision of 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 Dealer 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 or in relation to the provision of rental or other services to You.
- 26.7 You acknowledge:
- this Agreement creates a bailment between Dealer and You in respect of the Vehicle and Your interest in the Vehicle is as a bailee only;
  - nothing contained in this Agreement shall be construed as granting or entitling You to any ownership right or any other inconsistent proprietary right in or to the Vehicle; and
  - You agree not to part with possession, sell, lease, dispose of, encumber or assign any right or interest in the Vehicle and not create any security interest or any lien over the Vehicle (including in respect of repairs) other than security interests granted in favour of Dealer.
- 26.8 You and/or the Joint Renter agree to indemnify Dealer 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 Dealer as a consequence of any breach by You or the Joint Renter of this Agreement or the failure for whatever reason of the due and punctual performance of Your obligations under this Agreement.
- 26.9 You acknowledge that Dealer has not in any way represented itself to You as an entity carrying on the business of insurance.
- 26.10 You **must** make yourself available to assist Dealer in any legal actions mentioned in this Agreement that may arise out of Your hire of the Vehicle.
- 27 Illustration Disclaimer**
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- 27.1 Dealer's brochures, websites and other advertising material contain only representations of our vehicles. Pictures, illustrations, descriptions and measurements of the vehicles may be different to the actual vehicle offered to You due to modifications and/or upgrades. Dealer is not liable for any such variance.
- 28 Fuel**
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- 28.1 The Vehicle **must** be returned with the amount of fuel equal to that at the time of the commencement of the rental. If the Vehicle is returned with less fuel, the difference will be charged to You at a rate of \$5.00 including GST per litre (which includes a service component).
- 29 Cleaning**
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- 29.1 The Vehicle **must** be returned in a reasonable state of cleanliness, completely free of mud and a cleaning fee up to \$500 including GST will be charged if there is any breach of this requirement. Only assistance animals may be carried if You have prior authorisation in writing by Dealer and the cleaning fee will not apply.
- 29.2 If applicable, the toilet and waste water tank **must** both be returned empty or a \$150 including GST cleaning fee will be charged to You in respect to each tank.
- 29.3 Smoking is **prohibited** in the Vehicles or a cleaning and deodorising process of \$300 including GST will be charged.
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### 30 Branch Hours and Returns

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- 30.1 All Dealer depots are closed Christmas Day, New Year's Day, Good Friday and Australia Day Public Holiday (26 January).
- 30.2 All rentals picking up or dropping off on Anzac Day (25 April 2016), Labour Day Brisbane, Cairns, Queen's Birthday Sydney, Melbourne (13 June 2016), Labour Day Sydney (03 October 2016), Queen's Birthday Cairns, Brisbane (03 October 2016), Boxing Day (26 December 2016) or Labour Day Melbourne (13 March 2017) will incur an additional \$100 surcharge.
- 30.3 Brisbane, Melbourne, Sydney depot hours are 8am to 4.30pm seven days a week except 01 May 2016 to 31 August 2016 where these depots are open 8am to 4.30pm Monday to Saturday and closed on Sundays. Cairns depot hours are 8am to 4.30pm Monday to Saturday and closed on Sunday except 01 May 2016 to 31 October 2016 where these depots are open 8am to 4.30pm seven days a week. All times are local times.
- 30.4 The Vehicle **must** be returned at the Return Time, on the Return Date and at the Return Location.
- 30.5 If you wish to change the Return Location or the Return Date after the rental has commenced, You first **must** obtain permission from Dealer. Subject to the change of the Return Location being approved, an additional minimum charge of \$700 will apply.
- 30.6 If the Vehicle is returned at a different location without Dealer's prior written permission, the cost of transferring the Vehicle to the Return Location will be charged to you, plus a minimum charge of \$700.
- 30.7 You will continue to be responsible for the rental of the Vehicle, including demurrage, until the Vehicle is returned to the Return Location. If You return the Vehicle late without Dealer's permission, the Vehicle will immediately be reported to the police as stolen and You will be charged for the late return at a rate equivalent to double the daily standard gross rental charge for the Vehicle, plus the daily rate charge applicable to Your chosen Reduction Option.
- 30.8 Early return of the Vehicle does not entitle You to a refund.

### 31 Rental Extensions

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- 31.1 Should You wish to extend the rental period whilst on hire, you **must** first obtain authorisation from Dealer. This is subject to availability of the Vehicle.
- 31.2 The extra cost of an extended rental **must** be paid by credit card over the telephone or at an Dealer Branch immediately on confirmation of the rental extension.
- 31.3 The additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension.

### 32 Natural Disasters and Weather Conditions

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- 32.1 Dealer is not responsible for road closures caused by cyclones, flash floods and other acts of God. Whilst Dealer will make every effort to accommodate delays and non-vehicle returns to Return Locations for these events, any costs over and above the minimum \$700 including GST Return Date and Return Location fee will be Your responsibility.

### 33 Kilometre Allowance

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- 33.1 The Kilometre Allowance per day and Charge Per Excess Kilometre Fee is indicated on Rental Vehicle Agreement Part A. The applicable Excess Kilometre Fee is payable by You to Dealer on return of the Vehicle.

### 34 Satellite Safety Beacon

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- 34.1 If You are supplied with a Satellite Safety Beacon it should only be activated in life threatening emergency situations to alert the rescue authorities.
- 34.2 Deliberate misuse may incur a severe penalty and any costs incurred due to the activation of a unit are a matter strictly between You and the rescue authorities.

### 35 Electronic Tracking

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- 35.1 Dealer may use GPS tracking or other electronic tools (**tracking device**) to enable the geographical location of its Vehicles to be tracked or located. Information from the tracking device may be used:
- (a) to provide police or other authorities in the event that the Vehicle is stolen or is not returned at the end of the rental period;
  - (b) in the event of an accident or incident relating to the Vehicle during the rental period, e.g. to verify the location of the Vehicle at the time of the alleged accident;
  - (c) to identify the exact location of the Vehicle in the event of a recorded breakdown and to provide that location to breakdown responders (e.g. the local Automobile Association);
  - (d) to locate the Vehicle in an emergency; or
  - (e) for any other purpose allowed under the *Privacy Act* or any other law.
- 35.2 By hiring a Vehicle from Dealer, you expressly consent Apollo using tracking devices on the Vehicle during the rental period and collecting, using and retaining information from the tracking devices in accordance with Dealer's Privacy Policy.
- 35.3 Refer to clause 38 of this Agreement for more information on Dealer's Privacy Policy.

### 36 Personal Property Securities Act 2009 (Cth) (PPSA)

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- 36.1 Words and phrases used in this Agreement that have defined meanings in the PPSA have the corresponding meaning given to them in the PPSA.
- 36.2 If a party (**Secured Party**) determines that this Agreement (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, the other party (**Grantor**) agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Secured Party asks and considers necessary for the purposes of:
- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or
  - (b) enabling the Secured Party to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
  - (c) enabling the Secured Party to exercise rights in connection with the security interest.
- 36.3 Dealer is not required to give any notice, and You waive Your rights to receive any notice, under the PPSA (including notice of a verification statement or financing change statement) unless the notice is required by the PPSA to be given (even though the parties have waived the right to receive notice).

### 37 Confidentiality

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- 37.1 In this clause, PPSA Information means any information or documents (including copies of such documents), which are in existence or may be entered into in the future, of the kind mentioned in section 275(1) PPSA in relation to a security interest in the \* Vehicle or the proceeds of the Vehicle.
- 37.2 Each party agrees to keep the PPSA Information in strict confidence and not disclose that information, except in circumstances required by sections 275(7)(b) or (e) PPSA, provided that where sections 275(7)(b) or (e) require such disclosure, the party that is required to disclose the information gives all available notice to the other party to allow that party to legally challenge the required disclosure and takes all available steps (whether required by the other party or not) to maintain such PPSA Information in confidence.
- 37.3 Each party agrees not to authorise the disclosure of any PPSA Information to any third party pursuant to section 275(7)(c) PPSA or request information under section

275(7)(d) PPSA unless the other party to this Agreement explicitly agrees.

### 38 Privacy Notice

- 38.1 Dealer has always valued the privacy of personal information.
- 38.2 When we collect, use, disclose or handle personal information, we will be bound by the Privacy Act 1988 (Cth). Dealer collects personal information to offer, provide, manage and administer its services and products.
- 38.3 Dealer discloses personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our customers.
- 38.4 However, we limit the use and disclosure of any personal information provided by us to such third parties for the specific purpose for which it was supplied.
- 38.5 Dealer will not release Your personal information to anyone other than to which Dealer has already identified.
- 38.6 If You would like a copy of our Privacy Policy, or You wish to seek access to or correct the personal information we collect or disclose a value, please contact Dealer.

Rental Vehicle Agreement Number: \_\_\_\_\_

Vehicle Registration Number: \_\_\_\_\_

### 39 Definitions

**Dealer** means Apollo Motorhome Holidays Pty Ltd ABN 81 051 584 153;

**Authorised Driver** means any driver approved by Dealer and whose name is noted in Rental Vehicle Agreement Part A as an authorised driver;

**Joint Renter** means any person who is noted as a renter with any other person in Rental Vehicle Agreement Part A. A Joint Renter is jointly and severally liable for all of the obligations under this Agreement;

**Loss or Damage** means any loss or damage to the Vehicle, including that caused by theft of the Vehicle or by adverse weather events, that requires repair or replacement including the loss of use of the Vehicle (demurrage), legal expenses, assessment fees, towing and recovery costs, storage, service charges and any appraisal fees of the Vehicle;

**Overhead Damage** means any damage to the Vehicle or to any third party property that is caused by:

- (a) contact between any part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- (b) the Vehicle hitting a signed height restricted structure such as but not limited to bridges, car parks and drive throughs; or
- (c) objects being placed on the roof of the Vehicle;

**Return Date** means the date on which the Vehicle **must** be returned shown in Rental Vehicle Agreement Part A;

**Return Location** means the location from which the Vehicle was hired and which is shown in Rental Vehicle Agreement Part A;

**Return Time** means the time by which the Vehicle must be returned on the Return Date as shown in Rental Vehicle Agreement Part A;

**Single Vehicle Rollover** means any incident where there is Loss or Damage to the Vehicle that does not involve an impact between the Vehicle and another vehicle and is caused by the Vehicle rolling, tipping or overturning whilst being driven or used by You, any Joint Renter or any Authorised Driver;

**Substantial Breach** means a breach of any of clauses 3.8, 3.9, 4.1, 4.2, 5.1(c)(i) to 5.1(c)(xi) (inclusive), 13.1, 13.2, 26.2 and 26.7(c) of this Agreement that causes Loss or Damage to the Vehicle or any third party loss;

**Vehicle** means the vehicle identified in Rental Vehicle Agreement Part A including all its accessories, tools, tyres and equipment as well as any replacement vehicle;

**You, Your** means the person, firm, company or organisation renting the Vehicle and includes any Joint Renter identified in Rental Vehicle Agreement Part A.

- (1) I have read and understood the above provisions and agree to be bound by them.  
 Ich habe die Vertragsbedingungen gelesen und akzeptiere an diese gebunden zu sein.
- (2) I have been shown over the Vehicle and all features have been demonstrated to me.  
 Das Mietfahrzeug wurde mir erklärt und ich wurde auf alle Funktionen hingewiesen.
- (3) I have checked over the Vehicle and am satisfied that the Vehicle is free of any insect infestation such as and not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.  
 Ich selber habe das Mietfahrzeug geprüft und erkläre hiermit, dass das Fahrzeug frei von Insekten oder anderem Ungeziefer wie z.B. Ameisen, Fliegen, Mücken, Kakerlaken, Läusen oder Wanzen ist.
- (4) I have checked over the Vehicle and its equipment and am satisfied with its cleanliness and condition.  
 Ich selber habe das Mietfahrzeug geprüft und ich bin mit der Sauberkeit sowie mit der Ausrüstung zufrieden.
- (5) Any damage to the Vehicle has been marked on the **Vehicle Condition Report**.  
 Alle Schäden am Mietfahrzeug wurden im entsprechenden Übernahmeprotokoll vermerkt.
- (6) I am satisfied that the fuel tank is completely full and agree to return the fuel tank completely full.  
 Ich bestätige, dass der Tank bei Übernahme des Mietfahrzeuges voll ist und ich werde das Mietfahrzeug wieder vollgetankt zurückbringen.

- (7) I agree that I have checked the condition of the tyres, including the spare, and I am satisfied that they are in a roadworthy condition.  
 Ich bestätige hiermit dass ich den Zustand aller Reifen, inklusive Reserverad, überprüft habe und ich bin überzeugt dass diese verkehrssicher sind.

1. Signed by Renter: \_\_\_\_\_

Name: \_\_\_\_\_

2. Signed by \_\_\_\_\_

Renter: Name: \_\_\_\_\_

3. Signed by \_\_\_\_\_

Renter: Name: \_\_\_\_\_

4. Signed by \_\_\_\_\_

Renter: Name: \_\_\_\_\_

5. Signed by \_\_\_\_\_

Renter: Name: \_\_\_\_\_

6. Signed by Renter: \_\_\_\_\_

Name: \_\_\_\_\_

Branch Person: \_\_\_\_\_

Date: \_\_\_\_\_