

Camperman Australia Terms & Conditions

Camperman Australia Group Pty Ltd Terms and Conditions for the period of First of April 2009 to Thirty First of March 2010

1. DEFINITIONS: The following definitions apply for these Terms & Conditions for Camperman Australia Group Pty Ltd. Camperman Australia Group Pty Ltd is herein referred to as CAMPERMAN. The Travel Agent is herein referred to as the AGENT. The Client (Renter) is herein referred to as the HIRER.
2. VEHICLE CHECK IN TIME: Vehicle pick-up and drop-off must be between 10:00am and 3:00pm weekdays or between 8:00am and 11:00am Saturdays. Sunday vehicle pick-up and drop-off is by prior arrangement ONLY. On Saturdays, please arrive at least an hour prior to the depot closing time (closing time is 12:00pm).
3. Vehicles returned late will be charged a late fee of \$150.00. Plus the day rate applicable for that rental day. A client returning one day or more days late will be liable for a penalty rate of \$150.00 per day plus Campermans loss of revenue and accomodation for its client waiting for the late campervan if required.
4. After hours pick-up and drop-off may be made by prior arrangement at a cost of AUD\$100.00, payable on pick-up or drop-off. All depots will be closed on Sundays, Christmas Day, Boxing Day (26 December), New Years Day and Good Friday. Easter Monday.
5. ADMINISTRATION/RESERVATION: Monday to Sunday: 8:00am to 8:00pm.
6. HELPLINE: CAMPERMAN Head Office offers a 7-day-a-week Australia-wide help and information service. Please call TOLL FREE on 1800 216 223 for on-road service. Any problems associated with the vehicle, including equipment failure, must be reported to CAMPERMAN as soon as possible and within 24 hours in order to give CAMPERMAN the opportunity to rectify the problem during the rental period. Failure to do so will compromise any claims for compensation. We do not accept liability for any claims submitted after this period.
7. MINIMUM DAY RENTALS: Minimum rental for Jades and Jesse model campervans are 7 days. Excluding May and June which is 10days. Family 5 berths are 7 days. Motor Homes minimum is now seven days.
8. Between Depots All One-Way rentals between depots are for a minimum of 10 days.
9. ONE WAY RENTALS: There is a one way pick up or drop off fee of \$250.00 for all pick up and drop offs at Airlie Beach and Townsville. There is no extra charge for One-Way rentals from or to our other depots
10. MULTIPLE RENTALS: May be combined to qualify the HIRER for the longer-term rental rates. i.e.: One 12-day rental plus one 9-day rental qualifies for the 21-day rate. The time period between rentals must not exceed one calendar month.
11. RENTAL TIME EXTENSIONS: Rental time extensions or drop-off location changes are at the discretion of the Management and rely entirely on future demand and availability. Any request for an extension MUST be communicated as soon as practicable and possible and must be approved with Head Office on 1800 216 223.
12. Dropping off at a different depot. Unauthorised drop-off to a depot other than that contracted for (as stated on the rental agreement) will result in a fee being charged to the renter of AUD\$750.00 in addition to the daily rate.

13. EARLY DROP-OFF: There will be no refund for early termination of a rental or Hire Agreement for any reason. There is no refund available for the unused portion of the rental should the vehicle be returned earlier than contractually agreed on the rental agreement signed by the renter.
14. Wrongful drop off location. If a vehicle is left at any place other than our depots, pick-up fees will be charged at AUD\$75.00 per hour for the retrieval of the vehicle.
15. CANCELLATIONS: Cancellation fees apply as follows:
 - If cancelled over 30 days prior to pick-up date: AUD\$200 (Deposits up to AUD\$200 are non-refundable).
 - If cancelled within 7-29 days of pick-up date: 50% of the full rental charges.
 - If cancelled 1-6 days prior to pick-up date: 75% of full rental charges.
 - If cancelled on the day of pick-up or no show: No refund available
 - No commission will be paid on cancellation fees.
16. VEHICLE SUBSTITUTIONS: CAMPERMAN reserves the right to upgrade to a higher rated vehicle at no extra cost.
17. DAILY HIRE CONDITIONS: CAMPERMAN calculates the hire of a vehicle on a per calendar day basis (within depot hours) i.e. irrespective of the time of collection or return within those hours. When calculating the number of days a vehicle is rented the day of pick-up is counted as the first day of the rental. The day of drop-off is counted as the final rental day.
18. WHERE THE HIRER WILL RETURN THE VEHICLE: THE HIRER will return the vehicle to the CAMPERMAN location set out on the Rental Agreement. THE HIRER understands that there will be an extra charge of AUD\$750.00 if THE HIRER returns the vehicle to a different location. This is non-negotiable.
19. DRIVERS: A current motor vehicle driver's licence is required and must be produced on pick-up.
20. UNAUTHORISED AND PROHIBITED USE: The following persons must not drive the Vehicle
 - Any person who is not identified on the Rental Agreement
 - Any person whose blood alcohol concentration exceeds the lawful percentage.
 - Any person whose driver's licence has been cancelled or suspended.
 - Any person who is under the influence of legal or illicit drugs.
 - Any person who holds a learner's permit or a probationary license.

All insurance cover will be void if any of the above terms are breached.

21. DRIVERS AGE: The minimum age for drivers is 18 years. The maximum age is 75 years. Medical certificates for drivers over the age of 75 are required
22. CREDIT CARD TRANSACTIONS: We accept MasterCard, Visa Card, Australian Bankcard and Eftpos. All transactions will be conducted in Australian Dollars. Pound Sterling and Euros can be accepted by direct credit to our international Pound and Euro currency accounts.
23. FINANCIAL OBLIGATIONS: By entering into the Rental Agreement, The HIRER authorises and agrees that CAMPERMAN will charge The Hirer's credit card or other credit card provided by The HIRER with a security bond and/or deposit (a credit card imprint authorised but not processed, and held for the duration of the rental), and that The HIRER will pay on demand any balance of the following charges:
 - All Rental charges specified on the Rental Agreement.

- All charges incurred by CAMPERMAN in respect of parking or any other traffic violations during the period of the rental. (These will be charged to the Hirer's credit card plus an AUD70.00 administration fee per fine whenever CAMPERMAN becomes aware of such violations).
- The renter is totally responsible for all loss of, or damage to the motor vehicle (including loss of use) cost of the vehicle, legal expenses, towing and recovery charges where:
- The vehicle is totally or partially immersed in water regardless of the cause.
- The interior of the vehicle is damaged (regardless of cause).
- The vehicle is damaged by driving it under or into an object lower than the height of the vehicle. Please be careful when parking under trees or when entering a building that the height available is higher than the height of the campervan or motor home.

ADDITIONAL NOTE: When cash is tendered as payment for the total rental, damage protection and bond, three forms of identification are required: Plus a credit card imprint is required for traffic violations administration fees.

- Driver's license.
- Two Personal references or passport.
- Bank or solicitor reference

24. WRITING AND CALCULATION ERRORS ON RENTAL AGREEMENT: The charges as set out herein are not final. Should a written and/or a calculation error occur, THE HIRER authorises CAMPERMAN to charge their credit card for any shortage, or in case of overpayment, receive payment from CAMPERMAN.
25. TAXES and CHARGES: Financial charges as well as the 10% GST are included in our rental rates.
26. GAS: The gas bottle supplied is to be refilled by the HIRER as and when required. The gas bottle is not full at check out
27. FUEL: The fuel (Unleaded Petrol) tanks are to be refilled by the HIRER as and when required. CAMPERMAN will not be held responsible for any representation as to fuel economy for individual vehicles. Fuel economy is dependent upon a number of varying factors, including how the vehicle is driven, weather conditions and the maintenance of correct tyre pressures. The fuel tank is not full at check out and can be returned the same way.
28. CAMPERMAN'S LIABILITY: CAMPERMAN will not be liable to The HIRER for any loss, damage or inconvenience caused by delayed delivery of the vehicle, or by the vehicle not being as described in an Agent's brochure, or by the vehicle not being suitable for The Hirer's purposes. The photos on our website are taken by the staff of Camperman Australia and are updated yearly. CAMPERMAN will not be liable for any loss or inconvenience from change in drop-off location caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, etc, nor for any personal injury or damage to The Hirer's property caused thereby.
29. TYRE DAMAGE: The Hirer's insurance policy has an AUD\$500.00 excess. Tyre damage, flat tyres, spiked tyres are at the cost of the renter. Average tyre prices in Australia are AUD\$125.00, so please take care of the vehicle's tyres. The renter will be responsible for tyre damage and windscreen damage up to \$500.00. Windscreen chips are charged at \$42.50 per chip. Windscreen replacements are at \$195.00.
30. AGENT NON PAYMENT: In the case of non-payment to CAMPERMAN of payments made by The HIRER to an AGENT, THE HIRER hereby agrees to make full payment for the gross amount of the rental prior to the pick-up of the vehicle.
31. MAXIMUM NUMBER OF PASSENGERS: The HIRER agrees that the vehicle rented may only be used to carry the maximum number of passengers as shown on the Rental Agreement or as dictated by licensing authorities. CAMPERMAN will not accept any liability if these Terms are breached.

32. VALUABLES: CAMPERMAN assumes no liability for valuables left in or stolen from the vehicle. Please do not leave valuables in the vehicle because of possible theft. In major cities it is advisable to leave the vehicle in a Caravan Park and take public transport to the city. Please note: Insurance on personal property is The Hirer's responsibility.
33. TRANSFERS: Transfers to and from CAMPERMAN are not included in the rental price. It is the responsibility of the HIRER to arrange transport to and from CAMPERMAN depots.
34. CLEANING FEE ON RETURN OF VEHICLE: The vehicle will be delivered in a clean condition to THE HIRER, who agrees to forfeit a cleaning fee of AUD\$100.00 should the vehicle not be returned to CAMPERMAN in the same clean condition. All vans returning to Brisbane, Sydney and Melbourne must be washed due to severe water restrictions. A minimum fee of AUD\$100.00 applies for unwashed vans.
35. ANIMALS & PETS: CAMPERMAN does not allow the carriage of pets or any animals in their vehicles whilst on rental. Carriage of pets or animals will render the contract void, and the rental bond will be retained and used for cleaning and fumigating the vehicle.
36. RENTAL REFUSAL: CAMPERMAN reserves the right to refuse any rental, or the continuation of any rental at its discretion.
37. REPAIRS
 - CAMPERMAN's vehicles are always fully maintained and serviced. However, we recognise that occasional breakdowns and small problems will occur. Minor repairs to mechanical items and oil consumption up to AUD\$50 will be reimbursed against receipts on completion of the rental. Camperman Australia has a 24/7 agreement on breakdown with all the Major Roadside Service Organisations
 - Should larger problems be encountered, please ring our Head Office (toll free on 1800 216 223) for further assistance. CAMPERMAN will then approve and fund repairs if the HIRER is not directly responsible for the problem.
 - Down time. In all cases the responsibility of CAMPERMAN is limited to refunding for the downtime that the vehicle is actually in a repair shop.
 - And the time lost though not being able to drive the vehicle.
 - Accommodation. No alternative accommodation or food items will be paid for during such down time. However the client has the right to choose between Camperman Australia refunding for lost time or Camperman Australia paying the accommodation and the cost of food to the equivalent of the day rate lost because of the repairs being carried out.
 - Malfunction of Radio/Cassette players, Microwave, Stove or Grill, Air-conditioning Units, Refrigerator, Water Pump are not considered mechanical breakdowns, and downtime will not be paid for these items.
 - Towing and retrieval of damaged vehicles to the closest CAMPERMAN depot is covered. In the event of an accident resulting in the vehicle being damaged sufficiently to require replacement, it is the Hirer's responsibility to make their way to the closest CAMPERMAN depot to collect a replacement vehicle. Any expenses incurred whilst travelling to the closest CAMPERMAN depot are the HIRER's responsibility.
 - Refund for lost time .Any refund for on-road problems will be made at the time of the repair. The repair time will be calculated, and the downtime reimbursed at the time of delivery from the repairer. Down time will be calculated in hours, not days, and credited to The Hirer's credit card immediately..
38. MAINTENANCE & RESPONSIBILITY: Joint Hirer's and all drivers are jointly and severally responsible under the Rental Agreement. The HIRER will be held fully responsible for engine damage if the radiator cap is not properly replaced, and sealed after checking fluid levels and/or the warning buzzer for overheating is ignored. It is The HIRER's responsibility to check and maintain all fluid and fuel levels

and to immediately rectify and/or report to Head Office if heavy useage of oil or coolant is occurring or any defect of which The HIRER becomes aware. It is the Hirers duty to check the fluid levels every three days to ensure fluid levels are correct. Please check fluid levels while the motor is cold early in the mornings.

39. CAMPERMAN, on presentation of receipts, will reimburse refills of all fluids except petrol and diesel. The HIRER shall drive the vehicle in a careful and cautious manner and will not do or allow to be done anything to harm the vehicle. The HIRER shall not use the vehicle for anything other than its intended purpose, or allow use of the vehicle to carry passengers or goods for hire. The HIRER shall not allow the vehicle to be used to carry volatile liquids, corrosive or flammable materials or explosives.
40. ROAD RESTRICTIONS: CAMPERMAN's vehicles are not allowed to travel on unsealed (dirt or gravel) roads. Travel on these roads voids all damage protection cover. The HIRER will be totally liable for all damage caused by travelling on unsealed (dirt or gravel) roads. The full cost of the damage to all parties concerned may be deducted from the HIRER. If in the opinion of CAMPERMAN a vehicle is found to have travelled on unsealed (dirt or gravel) road the bond/deposit will be retained until the vehicle is fully inspected and checked for damage. If no damage has occurred the bond will be returned to the HIRER, less the cost of inspection. Inspection labour cost is \$70.00 per hour.
41. LIVING EQUIPMENT: Living equipment, as detailed in the line drawings, is included in the vehicle. The HIRER will be charged for any missing or damaged items.
42. EXTRAS: An outdoor table can be rented at AUD\$20.00 per rental. Outdoor chairs can be rented at AUD\$10.00 per chair/rental. Extras must be booked in advance.
43. SINGLE VEHICLE ACCIDENT: A vehicle being involved in a 'Single Vehicle accident' will incur upon the HIRER additional liability of AUD\$250.00. i.e. if a client runs into a Kangaroo or a cow or a parked car, or an awning of a building these are examples of a single vehicle accidents
44. INSURANCE EXCESS: An Insurance excess/Security credit card swipe of AUD\$500.00 will be taken at the point of pick-up. This payment will not be processed but will be held as bond for all accidents and damage and administration charges for traffic violations.

Note 1: Bond/Security Deposit Return. If the vehicle is returned with any damage, or has been involved in an accident, whether the fault of The HIRER or not, the excess/security bond will be retained by CAMPERMAN until the full cost of the damage is determined, or the claim has been settled by the Third Party's Insurance Company. The excess/security bond will then be returned to The HIRER in full if it is determined that there is no liability to the third party under Australian Motor Vehicle Laws and/or with Australian litigation. Please note that Third Party claims can take months or even years to resolve. CAMPERMAN cannot force the destiny of these claims, it is up to our Insurance Company and the Third Party, be they insured or not.

Note 2: Excess/Security Bond/deposit return (Single Vehicle Accident). Single Vehicle accidents are defined as any damage that is done to the vehicle when no other vehicle is involved, or when the accident is with another vehicle, but the HIRER cannot provide CAMPERMAN with the driver's licence, name or the registration number of the other vehicle. Examples of single vehicle accidents include such things as running into trees, guideposts or animals, whether intentionally or not, whilst travelling forward or reversing. Collision with animals are considered to be a single vehicle accident, as too is overturning the vehicle, or any other damage done to the vehicle for any reason when no other vehicle is directly involved. A single vehicle accident carries an additional AUD\$250.00 excess to be charged against the HIRER's credit card at the time of the accident

45. 18 to 20 year old extra Insurance excess. The Insurance Excess for Hirers and Drivers of the age of 18 (eighteen to Twenty) under the age of 21 years carries an additional Security bond of \$1000.00. All other clauses in our Terms and Conditions apply as normal.

46. DAMAGE COVER: In the event of an accident, personal injury is covered through Registration 3rd Party Insurance. All vehicles are fully insured for own their damage and 3rd Party Property Damage, but The HIRER is responsible for the Insurance Excess.

47. ACCIDENTS Most accidents occur for the following reasons:

- Driving too fast. Driving on the wrong side of the road.
- Turning across oncoming traffic. Driving while sleepy and tired.
- Collisions with animals. Whilst reversing the vehicle.
- Driving while intoxicated. Driving at night.
- Looking for kangaroos at night (or at dawn or dusk) when kangaroos come to the side of the road to eat the sweeter grasses.

All of the above-mentioned accidents are avoidable.

48. CONTRACTUAL RIGHTS: By signing this rental Terms and Conditions contract, the HIRER accepts that the Terms and Conditions make this an Australian contract and that the HIRER will be bound by the Australian State Law in which State this Agreement is contracted. This contract overrides any other contract form or contract taken in any other country. Any changes made to this contract may only be in writing and signed by the HIRER and an authorized agent of CAMPERMAN. CAMPERMAN makes no express or implied warranty in relation to this Agreement.

49. KEYS: The HIRER will be responsible for the cost of replacing keys which are lost or broken, or for the retrieval of keys locked in a vehicle. Cost of a locksmith travelling to the vehicle will be at The Hirers' expense.

50. PAYMENT IN AUSTRALIA All payments to be paid in Australia will be in Australian Dollars (AUD\$) only. No foreign currency will be accepted.

51. DISCLAIMER All illustrations, line drawings and text in any of our brochures or advertising material, including our website, are a representation only of the vehicles depicted. Variances in any vehicle or its equipment offered for rental may occur due to modifications and/or upgrades.

52. EXCHANGE RATE/CURRENCY FLUCTUATION All credit card transactions are conducted in Australian Dollars (AUD\$). Due to exchange rate fluctuations there could be some variation in the amount initially debited against the credit card and the amount refunded when the vehicle is returned. CAMPERMAN accepts no liability for these variations, up or down.