

## CONDITIONS – RENTALS IN THE UNITED STATES

### 1. Welcome

Thank you for choosing us for your vehicle rental requirements. We are very proud of our product and our reputation. We have built our business on providing the best possible experience for our customers. Your safety and security are our greatest concerns, so to assist in your holiday being a wonderful experience, it is important for you

to carefully read and understand the following information.

### 2. Definitions

"**Agreement**" means all terms and conditions found in Parts A and B of this form, any addenda and any additional materials you sign or we provide at the time of rental.

"**You**" or "**your**" means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "**you**" or "**your**" are jointly and severally bound by this Agreement. "We", "**our**" or "**us**" means Dealer Motorhome Holidays LLC ("**Dealer**"). "**Authorized Driver**" means (a) the renter; (b) the renter's spouse,

(c) the renter's employer, employee or co-worker if engaged in business activity with the renter while using the Vehicle, (d) and any additional driver listed by us on this Agreement. Only Authorized Drivers are permitted to drive the Vehicle. Each Authorized Driver must be at least age 21 and possess a valid driver's license. "**Vehicle**" means the recreational vehicle, motor home, truck camper or other motorized vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, appliances, keys and vehicle documents. The Vehicle may be equipped with global positioning satellite system (GPS) or similar telematics device, which may use cellular telephone or radio signals to transmit data, and therefore your privacy cannot be guaranteed.

"**CDW**" means Collision Damage Waiver. "**Loss of Use**" means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. Damages for Loss of Use are often difficult to determine with precision. Therefore, you and we agree that Loss of Use will be calculated by multiplying the number of days from the date the Vehicle is damaged until it is replaced or repaired multiplied by the daily rental rate, which you and we agree represents a reasonable estimate of actual damages and not a penalty. Loss of Use shall be payable

regardless of whether we had other vehicles in our fleet to rent, or the Vehicle would have been used but for the damage. "**Diminished Value**" means the difference between the value of the Vehicle just prior to damage or loss and the value of the Vehicle after repair or replacement as calculated by a third-party estimate obtained by us or on our behalf. "**Vehicle License Cost Recovery Fee**" means our estimate of the average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs that we are permitted to recover under applicable law. "**Remote Areas**" means geographic areas that are unsafe to travel without taking some important precautions such as determining road and weather conditions. Remote Areas include, without limitation, Death Valley or any area described on a map as a desert. Vehicles may not be driven in Remote Areas without the prior written consent on Dealer, which consent may be withheld in Dealer's sole discretion. "**Gross Rental Rate**" means the net rate including the applicable commission.

### 3. Rental, Indemnity and Warranties

This is a contract for rental of the Vehicle. This Agreement shall be read and construed in its entirety and shall constitute the entire agreement between Dealer and You and shall supersede all other provisions, terms, warranties or conditions contained in any other agreement, brochure, advertising material or representation. This Agreement shall be governed in accordance with

the laws of California in the United States of America. Any actions, claims, demands or suits arising out of or in respect of this Agreement must be brought in the courts in Los Angeles, California. You agree to indemnify, defend and hold harmless Dealer. Its officers, directors, members, stockholders, managers, employees and agents from and against any all claims, losses, damages or expenses of any kind or nature (including, without limitation, reasonable attorneys' fees) arising from or relating to:

(i) any breach of this Agreement by You, or (ii) Your negligence or wilful misconduct. At all times during the rental of the Vehicle, You must comply with all applicable laws, rules, regulations, ordinances, codes and the like, including, without limitation, any park or campground rules.

We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. IN NO EVENT SHALL DEALER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF YOU ARE TOLD THAT THOSE DAMAGES MAY OCCUR

### 4. Vehicle Condition and Return

(a) You acknowledge the Vehicle was delivered to You by Dealer in good operating condition and with the seal of the odometer unbroken. You agree to return the Vehicle in the same condition (except ordinary wear and tear) to the location and on the date and time specified in **Rental Vehicle Agreement Part A** (the "Due-In Location") and on the date and time specified in **Rental Vehicle Agreement Part A** (the "Due-In Time") or earlier is demanded by Dealer.

(b) You acknowledge that the Vehicle is sole property for Dealer.

(c) You acknowledge that the only existing damage to the Vehicle at the commencement of this Agreement is detailed on the **Vehicle Condition Report**. You are responsible for all damage that is not noted on the **Vehicle Condition Report**.

(d) We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement and we, our employees or agents may enter on any property where the Vehicle is situated. You will indemnify Dealer, its employees and agents from claims by any person resulting from such entry and retaking of the Vehicle.

(e) If seal of the odometer is broken or otherwise tampered with, You will be responsible for an extra charge based on 300

miles per night at \$1 per mile, plus the costs of repairing or replacing the odometer. Additionally, the person/s responsible will be reported to the police.

(f) If You fail to return the Vehicle to the location specified in **Rental Vehicle Agreement Part A** ("Due-In Location"). You will be responsible for all costs associated with transporting or towing the Vehicle to the "Due-In Location" unless otherwise agreed by Dealer in writing.

(g) If the Vehicle is returned after closing hours, you remain responsible for the loss of it and all damage to it until we inspect it upon our next opening for business and Charges will continue to accrue.

(h) To extend the rental period, You must have received our approval before the dates specified in **Rental Vehicle Agreement Part A** (the "Due-In Date"). Rental extension is subject to availability. 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. The additional nights will be at the Gross Rental Rate available at the time of the extension. Failure to obtain authorization will result in You being charged double the nightly gross rental rate.

### 5. Vehicle Maintenance Every 300 Miles

The oil, fluids and coolant levels must be checked by You every 300 miles. You must add water/coolant to the cooling system and an appropriate SAE rated oil for gasoline or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum. 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 described by this clause will be paid by You. Maintaining the appropriate oil fluid and coolant levels is not considered a repair and will be subject to reimbursement.

### 6. Mechanical Breakdowns

Any mechanical problems associated with the Vehicle must be reported to Dealer Fleet Maintenance 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. If Dealer is either 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.

Note: You agree to be charged a fee where it is established that Roadside Assistance could have been avoided in cases such as keys being locked in the vehicle, depleted batteries caused by lights having been left on and other such similar occurrences.

### 7. Repairs

Any individual repair up to \$100 needs no authorization 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 any individual repair is more than \$100 then You must notify Dealer and obtain Dealer's consent before the repairs are carried out. Any repair work for which You take the Vehicle must be performed by an authorized provider in accordance with the manufacturer's warranty. 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. However, cost you incur in travelling to an Dealer location is Your responsibility.

The failure of accessories such as air-conditioners, generators, hot water systems, awnings, rear vision cameras, televisions, microwaves, stove and grill, water pump, camping kit items, shower and toilet, refrigerators and radio/cassettes/CD/DVD/video players are not considered a breakdown and no amount will be paid by Dealer to You. 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. You will not hold Dealer responsible for any insect infestation such as and not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes. You acknowledge that it can be difficult to carry out repairs during weekends and holiday periods and/or remotes areas due to limited opening times and/or spare parts.

### 8. Tires/Windshields

Authorization must be obtained before tires or windshields can be replaced. You are responsible for replacing damaged tires (for example but not limited to, blowouts, punctures, sidewall damage, tire staking, etc.) unless caused by normal wear. Maintain pressures as per the Vehicle instruction manual. Only purchase new steel radial tires of the same size and ply rating as is on the Vehicle. If you purchase tires of a different size or ply Dealer will give no refund. You are responsible for replacing damaged windshields.

### 9. Unauthorized and Prohibited Uses

The following uses of the Vehicle are prohibited and constitute breaches of this Agreement.

(i) The Vehicle shall not be used by the following persons:

(a) By anyone who is not an Authorized Driver.

- (b) By anyone who does not have a valid license for that class of Vehicle.
- (c) By anyone under the influence of drugs or alcohol in violation of law.
- (d) By anyone who has provided a false or fraudulent information to us and we would not have rented the Vehicle to You had we received true information.
- (e) By anyone whose driver's licence has been suspended 2 years immediately preceding the date of this Agreement.
- (f) By anyone who has held driver's licence for less than two years.
- (g) By anyone under 21 years of age.
- (h) By anyone who uses the Vehicle for any illegal purpose. (ii) The Vehicle must not be used:
  - (a) Outside the geographic area shown in **Rental Vehicle Agreement Part A**.
  - (b) In breach of the travel restrictions set forth in section 15.
  - (c) For any commercial purpose, including carrying persons for hire, or to carry any inflammable, explosive or corrosive materials, or to transport property for hire.
  - (d) To push or tow anything without Dealer's prior written consent.
  - (e) To carry a greater load (including, without limitation, all occupants, fluids and gear); more persons; or to use the Vehicle for a purpose for which the Vehicle is designed and manufactured.
  - (f) In connection with speed test or contest, or driver training activity.
  - (g) In a dangerous or negligent manner.
  - (h) Under circumstances that could be properly charged as a crime other than a minor traffic violation.
  - (i) To transport an animal (except service animals), unless authorized by Dealer.
  - (j) In or through a structure, a bridge, car park, drive-through, an underpass or other object where there is insufficient clearance (width or height).

#### 10. Charges

We accept American Express, Visa, MasterCard, Visa Debit, MasterCard Debit and Diners Club. We reserve the right to discontinue acceptance of any type of credit card at any time. You permit us to charge or take reserve against your credit card at the time of the rental up to \$1,500 as a deposit ("Deposit"). We may use the Deposit to pay all amounts owed to us under this Agreement. You will pay us at or before the conclusion of this rental or on demand all Charges, including: but not limited to (a) time and mileage for the period you keep the Vehicle, or a mileage charge based on our experience if the odometer is tampered with; (b) optional products and services you purchased; (c) fuel, if you return the Vehicle with less fuel than when rented; (d) applicable taxes; (e) towing, storage charges, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental; (f) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (g) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due; (h) \$50, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned, reposed or abandoned, plus any additional recovery expenses we incur; (i) one-way rental fee up to \$700 if you do not return the Vehicle to the location where you picked it up; (j) a late return fee equal to 2 times the standard rental charge if you do not return the Vehicle by the Due-In Date; (k) a reasonable fee not to exceed \$500 to clean the Vehicle if returned substantially less clean than when rented; (l) a reasonable fee not to exceed \$300 per tank when the grey or black water tanks of the Vehicle are returned not empty; (m) a reasonable fee not to exceed \$1500 for damage to the Vehicle awning; and (n) all applicable taxes, surcharges, fees and other charges required under applicable law. All amounts are subject to final audit. If errors in computation of the charges are discovered after the close of this transaction, you authorize us to correct the charges with your payment card issuer. All amounts are in U.S. dollars, and you acknowledge that there may be variations in the amount debited to your payment card due to exchange rate fluctuations.

#### 11. Cancellation Fees

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

#### 12. Change of Vehicle

Should the vehicle booked be unavailable through unforeseen circumstances, Dealer reserves the right to substitute an alternative vehicle without prior notification and at no extra cost. This change of vehicle shall not constitute a breach of contract and does not entitle You to a refund.

#### 13. Voluntary Downgrade

Should You decide to take a lower grade model than booked You will not be entitled to a refund.

#### 15. Travel Restrictions

- (a) Vehicles:-
  - (i) can only be driven on sealed/bitumen made roads or well-maintained access roads less than 550 yards long to recognised campgrounds.
  - (ii) cannot be driven to Mexico, Alaska, Yukon and the Northwest Territories and Newfoundland.
  - (iii) cannot be driven in Remote Areas during the months of May to September inclusive. At all other times You may do so as long as written permission is obtained from Dealer prior to travel.
  - (iv) Campervans and Class "A" or Class "C" motorhomes cannot be driven to Manhattan due to parking and vehicle height restrictions. Vehicles carrying propane gas are not permitted in Manhattan or to travel in underground or underwater tunnels.
  - (v) can be driven to The Burning Man Festival as long as written permission is obtained from Dealer prior to travel. An additional surcharge of \$1000 will apply for rentals picking up from San Francisco and \$700 will apply for all other rentals picking up from any other Dealer locations.
- (b) If the Vehicle is driven in a Remote Area (with or without Dealer's permission), You will be responsible to pay any salvage, towing, impound or recovery costs to transport the Vehicle to the nearest Dealer branch. No replacement vehicle will be provided under any circumstances.
- (c) Dealer reserves the right at its sole and absolute discretion to restrict vehicle movements in certain areas in addition to Remote Areas, for any reason whatsoever, including but not limited to adverse road or weather conditions.

#### 16. Child Restraints

You acknowledge and agree that Dealer gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the vehicle and that you accept entire responsibility as to the fitting and suitability of any such restraints fitted. YOU AGREE TO COMPLY WITH APPLICABLE CHILD RESTRAINTS LAWS.

#### 17. Accidents

In the event of an accident You must:

- (1) Record the Time/Date/Location
- (2) Record the other parties' full names, addresses, vehicle registrations, vehicle makes and models, as well as any property damage in circumstances where the accident did not involve another motor vehicle.
- (3) Record the name of their insurance company
- (4) Not admit liability
- (5) Notify the nearest police station within 24 hours of the accident.
- (6) Fully complete and sign the Accident Report Form (which is in the glove box of the Vehicle)
- (7) Notify Dealer within 24 hours of the accident and fax through an accident report form.
- (8) Obtain a copy of the police report and provide a copy to Dealer as soon as reasonably practicable, but in any event within five (5) days.

In the event of an accident You must:

- (1) Availability of a replacement vehicle is not guaranteed; provision is subject to availability, Your location, accident liability and remaining hire duration. Additional charges may be incurred.
- (2) If replacement vehicle is required as a result of an accident, You are responsible for making Your own way to the nearest Dealer Branch or pick-up location at Your own cost.
- (3) 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.
- (4) You will pay any costs relating to delivery of a replacement vehicle as a result of any vehicle accident. This charge irrespective of any liability reduction option take.

#### 18. General Provisions

- (a) Within 24 hours of an accident or loss involving the Vehicle You must notify Dealer.
- (b) Immediately upon receipt, You must provide Dealer with every summons, complaint or paper in relation to any accident or loss involving the Vehicle. Compliance with this sub-paragraph does not excuse You from reporting any accident or loss of the Vehicle to police.
- (c) You irrevocably release and hold harmless Dealer, its employees and agents, from all claims for loss or damage to your personal property, or that of any other persons' property left in the Vehicle, or which is received, handled or stored by Dealer at any time before, during or after the rental period, whether due to Dealer's negligence or otherwise.
- (d) You or passengers in the Vehicle shall not be deemed to be the agent, servant or employee of Dealer in any manner for any purpose whatsoever.
- (e) No right of Dealer under this Agreement can be waived except by writing of an authorized officer of Dealer.
- (f) You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien or security interest on the Vehicle
- (g) You acknowledge that Dealer has not in any way represented itself to You as an entity carrying on the business of insurance.
- (h) You acknowledge that Dealer requires information that appears on Your driver's license as well as telephone contact numbers and email addresses to complete this Agreement. You, also acknowledge that Dealer will take reasonable care to protect this information, however in the event of its misuse You will not hold Dealer or its servants liable for any resulting loss or losses. All information provided to Dealer by You shall be true, correct and complete in all respects. You must present Your driver's license to Dealer in person at the Dealer office when picking up the Vehicle.

#### 19. Returns

When open, Dealer's rental office hours are Monday to Friday 9.00am to 4.30pm and Saturdays from 9.00am to 12 Noon (local time). Pick-up time is between 12:00pm and 4:00pm Monday to Friday and 9:00am to 11:00am Saturday. Drop off time is

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between 9:00am and 11:00am Monday to Saturday. Denver and Seattle Branches will be closed from the 01 December 2016 to 28 February 2017. The Vehicle must be returned at the Nominated Time and at the Nominated Location. If You wish to change the Nominated Drop Off Location or the Nominated Drop-off Date after the rental has commenced, You first must obtain permission from the Dealer Head Office. Subject to the change of drop off location being approved, an additional minimum charge of \$700 will apply. If the Vehicle is returned at a different location without permission, the cost of transferring the Vehicle to the Nominated Location will be charged to you, plus a minimum fee of \$700. You will be responsible for the rental of the Vehicle until the Vehicle is recovered and transferred to the Nominated Location. You will also be responsible for any loss of use ("demurrage") in respect of the Vehicle. If You return the Vehicle late without permission, You will be charged for the late return at a rate equivalent to double the daily standard gross rental charge, including Reduction Option charge. Early return of the Vehicle does not entitle You to a refund. Dealer recommends that You take out Your own Personal Travel Insurance.

#### **20. Natural Disasters and Weather Conditions**

Dealer does not accept any responsibility for road closures caused by hurricanes, tornados, flash floods and other acts of God. While every effort is made to accommodate delays and non-vehicle returns to contractual locations any costs over and above the minimum \$700 fee, such as Relocation and Re-scheduling fees will be passed on to You. Dealer again strongly recommends that You take out Your own Travel Insurance.

#### **21. Mileage Allowance**

The "Mileage Allowance Per Night" and "Charge Per Excess Mile Fee" is indicated on Rental Vehicle Agreement Part A. The applicable Excess Mileage Fee is payable by You to Dealer on return of the Vehicle.

#### **22. Insurance**

For motorized vehicles: You are responsible for all damage or loss you cause to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where State law requires us to provide auto liability insurance, we provide auto liability insurance (the "Policy") that is excess to all other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the vehicular financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law to provide coverage under a certificate or self-insurance in lieu of or in combination with an insurance policy. For non-motorized vehicles: Dealer provides no liability coverage for non-motorized vehicles when rented by you and /or towed by your vehicle whether owned by You or in Your possession. All liability coverage and responsibilities rest with You, and you agree to provide liability insurance policy that covers your towing vehicle. By signing this contract, you acknowledge your understanding of your obligations to provide liability coverage and other protection when operating, using, or in possession of a non-motorized vehicle, including trailers and bicycles. NOTICE: You acknowledge to: assess the liability coverage referred to herein, seek professional guidance regarding adequacy of coverage and to secure additional coverage if you in your sole discretion additional coverage; and to provide your insurance company's name and policy number to us on request.

#### **23. Supplemental Liability Insurance (SLI)**

By initialling here, You agree to purchase SLI, the terms of which are summarized in a separate brochure that you acknowledge receiving. This policy does not cover all risks. There is no first party uninsured motorist coverage. Coverage is not extended to persons driving under the influence of alcohol or prescribed drugs or to unauthorized drivers of the vehicle. There are other exclusions. Please read the brochure carefully. Cost \$9 per night.

By initialling here, you decline to purchase SLI. You agree to be primarily responsible for all damage or injury you cause to others or their property. NOTE: Our liability insurance does not cover injuries to passengers in the Vehicle.

#### **24. Responsibility for Loss of or Damage to Vehicle**

Regardless of fault, you are responsible for all damage to or loss of theft of the Vehicle during Your rental period resulting from any cause, including, without limitation, damage caused by collisions, weather, vandalism, road conditions and acts of nature.

Subject to the law in the jurisdiction where the Vehicle was rented, your responsibility will include:

(a) all physical damage to the Vehicle measured as follows:

(i) if we determine that the Vehicle is a total loss the fair market value of the Vehicle less salvage; (ii) if we determine that the Vehicle is repairable:

(a) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or  
(b) the reasonable estimated retail value or actual cost of repair plus Diminished Value;

(b) Loss of Use, which shall be measured by multiplying your daily rental rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. The estimated number of days of Loss of Use shall be calculated as follows (assuming that all Loss of Use begins on a Monday and that 1 repair day is equal to 4 labor hours): the total number of labor hours in the repair estimate divided by 4 hours to determine the number of repair days, plus 2 weekend days for every 5 repair days, plus 3 administrative days to obtain a repair estimate, deliver and retrieve the Vehicle for repairs.. Loss of Use shall be payable regardless of whether we had other vehicles in our fleet to rent, the Vehicle would have been used but for the damage, or we suffered lost profits as a result of the damage;

(c) an administrative fee equal to \$75 or the maximum amount permitted under applicable law;

(d) towing, storage and impound charges and other reasonable incidental and consequential damages; and

(e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees and costs whether or not litigation is commenced. If you do not breach this Agreement your responsibility for loss of or damage to the Vehicle from any cause regardless of fault to a maximum of \$1,500 per occurrence. Your responsibility applies in respect of each claim, not per rental.

A second security deposit will be required to continue the rental - if you damage the Vehicle before the scheduled Due-In Date. If the Vehicle is repairable and the rental will continue, all damages must be paid at the time the accident/incident is reported to Dealer, not at the completion of the rental period.

**Special notice for rentals commencing in California:** Except for ordinary

wear, You are responsible for: (a) physical and mechanical damage to the Vehicle resulting from collision up to the fair market value of the Vehicle as determined in the customary market for the sale of the Vehicle, regardless of the cause of the damage; (b) loss due to theft of the Vehicle up to its fair market value, provided that, You failed to exercise ordinary care while in possession of the Vehicle; (c) physical damage to the Vehicle up to its fair market value, as determined in the customary market for the sale of the Vehicle, resulting from vandalism occurring after, or in connection with, theft of the Vehicle, provided that, You have responsibility for theft of the Vehicle; (d) physical damage to the Vehicle up to a total of \$500 resulting from vandalism unrelated to a theft of the Vehicle; (e) actual charges for towing, storage and impound fees paid by Us if You are liable for damage or loss; and, (f) an administrative charge that includes the cost of appraisal and all other costs and expenses incident to the damage, loss, repair, or replacement of the Vehicle. Allowing a person who is not an Authorized Driver to use the Vehicle is not an exercise of ordinary care, but a willful, and reckless act and is a breach of this agreement. You must report all accidents involving the Vehicle or theft of the Vehicle and vandalism to us within 24 hours of occurrence, and to the police as soon as you discover them. Special notice for rentals commencing in Nevada: In accord with Nevada Revised Statutes § 482.31535 you are responsible for theft of the Vehicle and damage to it whether or not you are at fault. You are also responsible for Loss of Use, and our administrative expenses incurred processing a claim according to Nevada Revised Statutes §§ 482.31535 and 482.3154. Your responsibility for damage to the Vehicle may be covered by insurance you provide. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

#### **25. Protection Package**

Public Liability Insurance:

The public liability insurance is included in the daily rental rate. Dealer is insured for damages to third parties and/or their property up to a limit of US\$1 million. The public liability insurance that covers the registered drivers is only up to the statutory limit as stipulated by law of the State you are in at the time. This insurance amount is normally very low.

Top Service Inclusion:

The maximum SLI insurance covers claims made by third parties against the rental company or You (for damage to third parties or their property). Passengers in the Vehicle are not counted as third parties and the driver is therefore not insured for claims brought by them against him/herself. Property Damage:

You are responsible up to the amount of \$1,500 for the cost of damage to the rented Vehicle. You are also responsible for the cost of demurrage for the period the Vehicle is unavailable due to repairs. The Liability applies in respect of each claim, not per rental. The Liability is applicable regardless of who is at fault and must be paid at the time the accident is reported to Dealer, not at the completion of the rental Period.

#### **26. Collision Damage Waiver**

If you purchase CDW, we waive your responsibility for damage to the Vehicle. **CDW does not apply to damage to optional and additional items that we rent to you, such as navigation aids, child safety seats, and supply packages.**

For rentals commencing in California: Your CDW will be void, and we will not waive your responsibility for loss of or damage to the Vehicle if you provided false or fraudulent information to us and we would not have rented the Vehicle had we received true information, or if damage to the Vehicle results from: (a) your intentional, willful, wanton, or reckless conduct; (b) operation of the Vehicle under the influence of drugs or alcohol in violation of § 23152 of the California Vehicle Code; (c) towing or pushing anything; (d) operation of the Vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions; (e) use of the Vehicle for commercial hire; (f) use of the Vehicle in connection with conduct that could be properly charged as a felony; (g) use of the Vehicle in a speed test, contest, or driver training activity; (h) operation by a person other than an Authorized Driver; or, (i) operation outside the United States.

For rentals commencing in Colorado: Your CDW will be void, and we will not waive your responsibility for loss of or damage to the Vehicle if you gave us false information in order to obtain the Vehicle, or if damage to the Vehicle is caused: (a) by your willful and wanton conduct or misconduct; (b) when the Vehicle is operated by an Authorized Driver who is intoxicated by alcohol or a controlled substance; (c) by participation in a speed contest; (d) when carrying persons or property for hire, or when pushing or towing anything; (e) when committing a misdemeanor, felony or other criminal act; (f) when operated outside the continental United States; (g) when the Vehicle is used by a person who is not an Authorized Driver; or, (h) after the speedometer or odometer is tampered with during the rental.

For rentals commencing in Nevada: Your CDW will be void, and we will not waive your responsibility for loss of or damage to the Vehicle if you gave us fraudulent information prior to or during the rental period, or if damage to the Vehicle: (a) results from an Authorized Driver's intentional, willful, wanton or reckless conduct; (b) arises out of an Authorized Driver's

use of the Vehicle while intoxicated in violation of Nevada Revised Statutes § 484.379; (c) occurs when the Vehicle is used to push or tow anything; (d) is a direct result of the road or driving conditions while an Authorized Driver is operating the Vehicle on an unpaved road; (e) is caused while the Vehicle is used for hire, used in a speed test or speed contest, or used in driver training; (f) results from use of the Vehicle in connection with conduct that constitutes a felony; (g) occurs while the Vehicle is operated by anyone other than an Authorized Driver; (h) occurs outside the United States; or, (i) occurs after an Authorized Driver provides us false information and we would not have rented the Vehicle if we had received true information.

By initialling here, You agree to purchase CDW. Cost \$15 per night. CDW does not cover all instances of damage to the Vehicle. There are exclusions which are outlined in this document.

By initialling here, you decline to purchase CDW. You agree to be responsible for all damage to, or loss of the Vehicle.

### 27. Responsibility for Tolls and Traffic Violations

You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during this rental. If we are notified by charging authorities that we may be responsible for payment of a Violation, you will pay us or a processing firm of our choosing ("Processor") a processing fee of up to \$75 for each such notification. You authorize us to release your rental and payment card information to governmental authorities and to a Processor for processing and billing purposes. If we or a Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments and processing fees to the credit/debit card you used to pay for this rental.

### 28. Security Deposit

Standard Liability: A Security of \$1,500 (the 'Security Deposit') will be collected at the time of entering into the Rental Contract.

The Security Deposit will be debited to the credit card account immediately. An administration fee of \$30 applies.

CDW - Collision Damage Waiver: A Security of \$500 (the 'Security Deposit') will be collected at the time of entering into the Rental Contract. The Security Deposit is payable to Dealer by an open signed credit card imprint with an authorisation obtained

(sufficient funds must be available for \$500). For security purposes, only a credit card can be used to provide the Security Deposit. The credit card holder must be present and able to sign for the Security Deposit upon pick-up of the Vehicle. The credit card holder is jointly and severally liable for any damage to the rental vehicle. The Security Deposit is fully refundable when the vehicle is returned to the correct location on time, is full of fuel and all other terms of the Rental Contract have been complied with. If there is damage to the vehicle on its return, the Security Deposit will be used to cover the cost of such damage up to the amount of the relevant liability provided. However, if the terms of the Rental Contract are breached and/or the Security Deposit is insufficient to cover the damage, then any other extra cost will be charged to You and You will be full responsible for such costs.

### 29. Your Full Responsibility

At all times you will be responsible for:

- Damage caused to the Vehicle in any way by part or total water submersion be it in fresh or salt water.
- Damage caused to the Vehicle in circumstances where terms of this Agreement have been breached.
- Damage caused to the Vehicle by Your wilful conduct (eg sitting or standing on the hood or roof of the Vehicle).
- Damage caused whilst the Vehicle is being transported over water.
- Damage caused to the Vehicle when using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.
- Damage caused to or loss of any personal belongings.
- Damage caused by negligence.
- Damage caused by snow chains.
- Damage caused by a single vehicle roll over.
- The recovery cost of the Vehicle if it is stuck in sand, snow, mud or similar type substances.
- Any costs associated with the replacement of lost, damaged or stolen keys, or the cost of retrieving the Vehicle's keys if they have been locked inside the Vehicle.
- Any costs associated with using the wrong fuel type or using contaminated fuel.
- Any costs associated with water being put in the fuel tank.
- Any costs associated with fuel being put in the water tank.
- Any costs associated with the Vehicle running out of fuel.
- Any costs associated with losing the fuel, oil or water caps and items in the convenience kit.
- Any costs associated with damage or accidents caused by falling asleep whilst driving.
- Damage caused to/by the awning, slide out, overhead or underbody of the vehicle.
- Damage caused to the plumbing and water systems of the vehicle caused by freezing.
- Damage caused to the tires and windscreen of the vehicle, except where CDW is purchased and it applies.

### 30. Privacy Notice

Dealer has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the applicable privacy laws. Dealer collects personal information to offer, provide, manage and administer its services and products. 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. 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. Dealer will not release Your personal information to anyone other than to which we have already identified. 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.

### 31. Agreement Disclaimer

If any provision or provisions or in any portion of any provision or provisions, herein is found by a court of law to be in violation of any applicable local state or federal ordinance, statute, law, administrative or juridical decision or public liability, and if such court should declare, such portion, provision or provisions to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of the Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein and that the rights obligations and interest of You and Dealer under the remainder of this Agreement shall continue in the full force and effect. In no way, nor in any event or contingency, shall the amounts contracted for, charged or received under this Agreement or otherwise exceed the maximum rate permitted by applicable law (the 'Maximum Rate'). If, from any possible construction of any document, such amounts would otherwise be payable in excess of the Maximum Rate, any such construction shall be subject to the provisions of this subsection and such document shall be automatically reduced to the Maximum Rate, without the necessity of execution of any amendment of new document, correct the personal

information we collect or disclose a value, please

contact Dealer.

Rental Vehicle Agreement

Vehicle Registration

Number: \_\_\_\_\_

Number: \_\_\_\_\_

(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, Läuse oder Wanzen ist.

(4) I have checked over the Vehicle and its equipment and am satisfied with its cleanliness and condition.

Ich bestätige 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	Nam
Renter: _____	e: _____
2. Signed by	Nam
Renter: _____	e: _____
3. Signed by	Nam
Renter: _____	e: _____
4. Signed by	Nam
Renter: _____	e: _____
5. Signed by	Nam
Renter: _____	e: _____
6. Signed by	Nam
Renter: _____	e: _____
Branch	Dat
Person: _____	e: _____

**1 Agreement**

- 1.1 This is an Agreement between You and Dealer to rent the Vehicle. You (including and Joint Renter and any Authorised Driver) are jointly and severally responsible for compliance with the terms of this Agreement.
- 1.2 You **must** keep a copy of the Agreement in the Vehicle throughout the rental period and produce it on demand to an enforcement officer.
- 1.3 This Agreement comprises Rental Vehicle Agreement Part A and Rental Vehicle Agreement Part B and **must** be read and construed in its entirety and shall constitute the entire agreement between Dealer and You.
- 1.4 This Agreement is governed by the laws of New Zealand. Any actions, claims, demands or suits arising out of or in respect of this Agreement **must** be brought in the courts in Auckland, New Zealand.
- 1.5 Certain conditions and warranties are implied by statute, which cannot be excluded, restricted or modified, such as those under the Fair Trading Act 1986 and Consumer Guarantees Act 1993. Where Dealer is permitted to limit its liability under those statutes for breach of any implied condition or warranty, Dealer limits its liability to replacement, repair or re-supply of the Vehicle.
- 1.6 Subject to any rights to the contrary that You may have under the Fair Trading Act 1986 and Consumer Guarantee Act 1993, Dealer has no liability for indirect or consequential loss under this Agreement.

**2 Refusal of Rental**

- 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**

- 3.1 Dealer will supply the Vehicle in a safe and road worthy condition, displaying a valid and current Certificate of Fitness.
- 3.2 You acknowledge that:
  - (a) the Vehicle was delivered to You by Dealer in a safe and road worthy condition with a valid and current Certificate of Fitness 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.
- 3.3 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.

- 3.4 You **must**, at or before the expiry of the rental period deliver the Vehicle to the Return Location or obtain Dealer's consent to the continuation of the hire (in which case You **must** pay additional hire charges for the extended term of hire).
- 3.5 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 31.6 of this Agreement.
- 3.6 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 31.7 of this Agreement.
- 3.7 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 shall continue until that time; and
  - (c) You shall 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 31.7 of this Agreement.
- 3.8 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 29 of this Agreement.
- 3.9 You **must** only use the fuel type specified by the manufacturer of the Vehicle.
- ~~3.10 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.~~
- 3.11 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**
- 4.1 Persons who **must not** drive the Vehicle:
  - (a) anyone who is not named or described in **Rental Vehicle Agreement Part A** as either the renter or authorised driver;
  - (b) anyone who does not hold a valid and current overseas or New Zealand full driver licence (with English translation if required) that is appropriate for the class of Vehicle;
  - (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 one year;
  - (h) anyone under 21 years of age; or
  - (i) anyone who uses or intends to use the Vehicle for any illegal purpose.
- 4.2 The Vehicle **must never** be:
- (a) used in any area outside the Area of Travel shown in **Rental Vehicle Agreement Part A**;
  - (b) used for the transport of passengers for hire or reward unless the Vehicle is hired with Dealer's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998;
  - (c) sublet or hired to any other person;
  - (d) used outside Your authority;
  - (e) operated in circumstances that constitute an offence against any of Sections 56, 57 and 58 of the Land Transport Act 1998;
  - (f) operated in breach of the Act, the Transport Act 1962, the Land Transport (Road User) Rule 2004, any other Act, regulation, rule or bylaw relating to road traffic, or the Freedom Camping Act 2011;
  - (g) operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or RUC certificate, whichever is the lesser for the Vehicle;
  - (h) driven on any beach, or through any stream, river, waterway or tidal crossing or on any surface likely to damage the Vehicle;
  - (i) driven in any area where applicable travel restrictions of clause 13 of this Agreement apply unless authorised by Dealer in writing;
  - (j) used to carry any inflammable, explosive or corrosive materials;
  - (k) used for pushing or towing any Vehicle, trailer, boat or other object unless authorised by Dealer in writing;
  - (l) used for carrying any greater load and/or more persons and/or for a purpose for which the Vehicle is not designed and constructed;
  - (m) used for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
  - (n) driven in a dangerous, wilful or reckless manner;
  - (o) used for carrying illegal substances or product;
  - (p) used for commercial purposes or financial gain; or
  - (q) driven in an unsafe or unroadworthy condition.
- 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 applies 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 when there is a collision

- (iii) 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 have not been kept securely and under Your personal control;
- (v) the keys are lost, damaged or stolen;
- (vi) the Vehicle is totally or partially immersed in any water, regardless of cause;
- (vii) there is a 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) Loss or Damage caused by falling asleep whilst driving;
- (xi) the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
- (xii) Loss or Damage is caused by sitting or standing on the bonnet or roof of the Vehicle;
- (xiii) the interior of the Vehicle is damaged, regardless of cause except when there is a collision with another vehicle;
- (xiv) the tyres of the Vehicle are damaged other than by normal wear and tear, except where You have purchased an Dealer Additional Cover and it applies;
- (xv) the windscreen of the Vehicle is damaged, except where You have purchased an Dealer Additional Cover and it applies;
- (xvi) Loss or Damage is caused to the Vehicle whilst it is being transported over water;
- (xvii) Loss or Damage is caused to the Vehicle whilst it is being loaded or unloaded on a watercraft and/or tow truck;
- (xviii) Loss or Damage is caused to the Vehicle by snow chains;
- (xix) Loss or Damage is caused to the awning of the Vehicle. A minimum fee of \$1,500 including GST will apply per awning damage;
- (xx) costs are incurred for recovering the Vehicle if it is bogged;
- (xxi) costs are incurred with the Vehicle running out of fuel;
- (xxii) 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 and for which You, any 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.

- (b) may be driven to any island but You, **must** obtain permission by calling the Dealer Assist Department 24-48 hours prior to travel. When travelling to these areas clause 13.2 of this Agreement applies.
- (c) **must not** be driven on Skippers Road (Queenstown), the Crown Range Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt.Cook) and North of Colville Township (Coromandel Peninsula).

## **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 Dealer's insurance under clause 21 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.

6.2 Any Single Vehicle Rollover that occurs on the loose surface on any major ski field access road an additional Liability of \$5,000 including GST will apply.

## **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 New Zealand 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) **must not** be driven on any unsealed roads, except the last remaining kilometres of loose road surface on any major ski field and well maintained access roads less than 12 kilometres long to recognised campgrounds;

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. ~~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 Subject to clauses 16.2, You **must** not arrange or undertake any repairs or salvage without Dealer's authority except to the extent that repairs or salvage are necessary to prevent further Loss or Damage to the Vehicle or to other property.

16.2 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.

16.3 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.

16.4 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.
- 16.5 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.
- 16.6 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 different size or ply rating Dealer will not refund You for the purchase cost.
- 17.3 You are responsible for replacing damaged windcreens and tyres except ~~where You have purchased an Dealer~~ Additional Cover 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 Infringement offences**
- 19.1 You are liable for and **must** pay all infringement fees and any court fees or costs imposed for an infringement offence:
- (a) where approved vehicle surveillance equipment has detected:
- (i) a speeding offence;
- (ii) an offence in respect of a failure to comply with the directions given by a traffic signal; or
- (iii) a toll offence;
- (b) arising from parking the Vehicle on any portion of a road in breach of any bylaw of a road controlling authority or Part 6 of the Land Transport (Road User) Rule 2004; or
- (c) arising from a contravention of section 20(1) of the Freedom of Camping Act 2011 involving the use of the Vehicle, whether You were driving the Vehicle or not.
- 19.2 You **must** pay any infringement fee and costs that may become payable because of an infringement notice served on Dealer for any of the offences set out in clause 19.1 (a) to (c) of this Agreement. Dealer will complete a Statutory Declaration to transfer the infringement into the renter's name.
- 19.3 You authorise Dealer to debit Your credit card for an administration cost of \$75 including GST per infringement notice received.
- 19.4 in the case of Dealer not being able to complete a Statutory Declaration for an infringement notice, You authorise Dealer to debit Your credit card for the amount specified on the notice and any fees or costs payable under this Agreement upon receipt of a reminder notice.

- 19.5 Dealer will send You a copy of the infringement notice and Rental Agreement Part A.
- 19.6 You have the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, and the right to seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice).
- 20 Accidents**
- 20.1 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.
- 20.2 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).
- 20.3 In the event of an accident in which there is Loss or Damage to the Vehicle 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.
- 20.4 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.
- 21 Insurance and Damage Liability Reduction**
- 21.1 You can make Your own insurance arrangements, provided that Dealer is satisfied that Your insurance is comparable to the cover under Dealer's policy. If Dealer is not satisfied that Your insurance cover is comparable to the cover Dealer offers Dealer may refuse to hire the Vehicle to You.
- 21.2 If You make Your own insurance arrangements You accept that You are liable for and **must** pay in full for:
- (a) Loss or Damage to the Vehicle;
- (b) demurrage for the time the Vehicle is unavailable due to repairs;
- (c) loss of the Vehicle as a result of theft; and
- (d) damage to any third party property.
- 21.3 Subject to this Agreement, if You accept the insurance cover offered by Dealer You, any Joint Renter and any Authorised Driver will receive the benefit of Dealer's insurance with its insurer for Loss or Damage to the Vehicle and damage to any third party except:
- (a) any property owned by You (or any friend, relative, associate or passenger); or
- (b) any property in Your physical or legal control,



	<b>provided</b>			
	(i)	You have paid the minimum Liability Reduction set out in Rental Vehicle Agreement Part A;	24.3	The Liability Reduction applies in respect of each claim, not per rental.
	(ii)	there is no Loss or Damage to the Vehicle as a result of a Single Vehicle Rollover;	24.4	In the event of a claim, Dealer will 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.
	(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 a breach of sub clause 5.1(c) of this Agreement;	24.5	The Liability Reduction is applicable regardless of who is at fault and <b>must</b> be paid at the time the accident/incident is reported to Dealer, not at the completion of the rental period.
	(iv)	You have not made Your own insurance arrangements under clause 21.1 of this agreement and are not covered under any other policy of insurance; and	24.6	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.
	(v)	You have provided such information and assistance as may be requested by Dealer's Accident department and or its insurer.	<b>25</b>	<b>Liability Reduction Standard Liability</b>
21.4	If cover is extended to You by Dealer's insurer:		25.1	Dealer's rental charge includes a Standard Liability Reduction of \$5,000 including GST for the Hitop Campervan and Euro Tourer, and \$7,500 including GST for all other vehicles.
	(a)	You authorise Dealer's insurer, at its sole discretion, to defend or settle any legal proceedings;	25.2	A bond of \$5,000 including GST/\$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.
	(b)	Dealer's insurer has the sole conduct of any proceedings; and	25.3	The Standard Liability Reduction can be reduced if You purchase one of the following Reduction Options:
	(c)	any such proceedings shall be brought or defended in Your name or the name of the Joint Renter.		<b>Reduction Option 1</b> A Liability Reduction of \$2,500 including GST applies. You can purchase this Option by paying to Dealer \$27 including GST per day. This total liability option charge is limited to a maximum of 50 days or \$1,350 including GST and minimum payable per segment based on the minimum rental period applicable for Your rental. With this Option a bond of \$2,500 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.
<b>22</b>	<b>Damage Liability Exclusion</b>			<b>Reduction Option 2 (VIP Cover)</b> A \$0 (nil) Liability Reduction applies to all Campervans and Motorhomes. You can purchase this option by paying Dealer \$45 including GST per day. The total liability option charge is limited to a maximum of 50 days or <del>\$2,250 including GST and a minimum payable per segment based on the</del> minimum rental period applicable for Your rental. 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 <b>must</b> be available for \$250 including GST).
22.1	If there is a Substantial Breach or a breach of any part 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 and damage liability reduction under clause 21 of this Agreement, even if Reduction Option 1 or 2 have been purchased and the Liability Reduction amount in clause 25.3 of this Agreement has been paid (subject to the limited exceptions that apply to Reduction Option 2 (VIP Cover) as set out in clause 25.3 of this Agreement,		
<b>23</b>	<b>Personal Injury</b>			
23.1	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.		<b>26</b>	<b>Bond</b>
23.2	<del>Depending on the circumstances of the accident, You may be entitled to</del> 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.		26.1	For security purposes, only a credit card can be used to provide a bond.
<b>24</b>	<b>Property Damage</b>		26.2	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.
24.1	You are responsible for and <b>must</b> 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.		26.3	The credit card holder <b>must</b> be present and be able to sign for the bond upon collection of the Vehicle.
24.2	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.		26.4	The credit card holder is jointly and severally liable for any Loss or Damage to the Vehicle.
			26.5	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.

- 26.6 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.
- 26.7 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 or Damage then any extra cost will be charged to You.
- 26.8 Bond Roll Overs are permitted for Dealer multi hires within the same country when the bond is banked.
- 27 General Provisions**
- 27.1 Immediately upon receipt, You **must** provide Dealer with every summons, complaint or paper in relation to any accident or loss involving the Vehicle.
- 27.2 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.
- 27.3 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.
- 27.4 Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of Dealer for any purpose whatsoever.
- 27.5 No right of Dealer under this Agreement can be waived except by writing of an authorised officer of Dealer.
- 27.6 Notwithstanding any other provision of this Agreement, a goods and services tax (GST) or any similar tax, any other tax, merchants fee, duty surcharge, levy fee (charges) imposed by Local, Regional or the national Government that is charged and collected by Dealer is imposed anywhere in New Zealand 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.
- 27.7 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.
- 27.8 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.
- 27.9 You acknowledge that Dealer has not in any way represented itself to You as an entity carrying on the business of insurance.
- 27.10 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.
- 28 Illustration Disclaimer**
- 28.1 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.
- 29 Fuel**
- 29.1 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).
- 30 Cleaning**
- 30.1 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.
- 30.2 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.
- 30.3 Smoking is **prohibited** in the Vehicles or a cleaning and deodorising process of \$300 including GST will be charged.
- 31 Branch Hours and Returns**
- 31.1 All Dealer depots are closed Christmas Day, New Year's Day and Good Friday.
- 31.2 All rentals picking up or dropping off on Anzac Day (25 April 2016), Queen's Birthday (06 June 2016), Labour Day (24 October 2016), Boxing Day (26 December 2016), Observed Christmas Day (27 December 2016), Day after New Year's Day (02 January 2017) and Waitangi Day (06 February 2017) will incur an additional \$50 including GST surcharge.
- 31.3 All Dealer depot hours are 8am to 4.30pm seven days a week. All times are local times.
- 31.4 The Vehicle **must** be returned at the Return Time, on the Return Date and at the Return Location.
- 31.5 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 \$750 including GST will apply.
- 31.6 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 \$750 including GST.
- 31.7 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.
- 31.8 Early return of the Vehicle does not entitle You to a refund.
- 32 Rental Extensions**
- 32.1 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.
- 32.2 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.
- 32.3 The additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension.
- 33 Natural Disasters and Weather Conditions**
- 33.1 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 \$750

	including GST Return Date and Return Location fee will be Your responsibility.
<b>34</b>	<b>Kilometre Allowance</b>
34.1	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.
<b>35</b>	<b>Road User Charge Recovery Fee</b>
35.1	The Road User Charge Recovery Fee will be calculated and collected from you on return of the vehicle based on the kilometres travelled during the hire. The fee per 100km is as follows: Hitop/Endeavour: Nil 2 Berth ST: NZ\$6.22 4 Berth: NZ\$6.62 6 Berth: NZ\$6.62
35.2	Dealer reserves the right to amend this fee pursuant to New Zealand changes in legislation and/or increases in the Road User Charge Recovery Fee without prior notice.
<b>36</b>	<b>Electronic Tracking</b>
36.1	Dealer may use GPS tracking or other electronic tools ( <b>tracking device</b> ) 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 <i>Privacy Act</i> or any other law.
36.2	By hiring a Vehicle from Dealer, you expressly consent Dealer 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.
36.3	Refer to clause 39 of this Agreement for more information on Dealer's Privacy Policy.
<b>37</b>	<b>Personal Property Securities Act 1999 (PPSA)</b>
37.1	Words and phrases used in this Agreement that have defined meanings in the PPSA have the corresponding meaning given to them in the PPSA.
37.2	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.
37.3	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).
<b>38</b>	<b>Confidentiality</b>
38.1	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 the PPSA in relation to a security interest in the * Vehicle or the proceeds of the Vehicle.
38.2	Each party agrees to keep the PPSA Information in strict confidence and not disclose that information, except in circumstances required by the PPSA, provided that where the PPSA requires 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.
38.3	Each party agrees not to authorise the disclosure of any PPSA Information to any third party or request information under the PPSA unless the other party to this Agreement explicitly agrees.
<b>39</b>	<b>Privacy Notice</b>
39.1	Dealer has always valued the privacy of personal information.
39.2	When Dealer collects, uses, discloses or handles 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. If We do not collect personal information from You, We will not be able to rent You a Vehicle and if any of the personal information You provide is incomplete or inaccurate, the quality of Dealer's services may be compromised.
39.3	By entering into this Agreement and by providing Dealer with personal information, You represent to Dealer and we proceed on the basis that You have read and agree to the terms of Dealer's Privacy Policy.
39.4	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.
<b>39.5</b>	<b>However, we limit the use and disclosure of any personal information</b> provided by us to such third parties for the specific purpose for which it was supplied.
39.6	Dealer will not release Your personal information to anyone other than to which Dealer has already identified.
39.7	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.
<b>40</b>	<b>Definitions</b>
	<b>Dealer</b> means Dealer Motorhome Holidays Ltd rental service licence 0212788, company number AK-122 8890;
	<b>Authorised Driver</b> means any driver approved by Dealer and whose name is noted in Rental Vehicle Agreement Part A as an authorised driver;
	<b>Joint Renter</b> 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; <b>Loss or Damage</b> means any loss or damage to the Vehicle, including that caused 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; <b>Overhead Damage</b> means any Loss or 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 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 3.9, 3.10, 4.1, 4.2, **Error! Reference source not found.** to 5.1(c)(x) (inclusive), 13.1, 27.2 and 27.7(c) 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; and **You, Your** means the person, firm, company or organisation renting the Vehicle and includes any Joint Renter identified in Rental Vehicle Agreement Part A.

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

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

- (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: \_\_\_\_\_

**Agreement**

- 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, Dealer has no liability for indirect or consequential loss under this Agreement.

**2 Refusal of Rental**

- 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**

- 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 29 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**

- 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 applies 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 when there is a collision with another vehicle and third party details are provided to Dealer except where You have purchased 4WD Additional Cover and it applies;
    - (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 a 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;

- (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 an Dealer Additional Cover or 4WD Additional Cover and it applies;
- (xvii) the windscreen of the Vehicle is damaged, except where You have purchased an Dealer Additional Cover or 4WD Additional Cover 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 except where You have purchased 4WD Additional Cover and it applies. 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, any 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 Dealer'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.
<b>8</b>	<b>Change of Vehicle</b>
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 alternate Vehicle is not a breach of the Agreement and does not entitle You to a refund.
<b>9</b>	<b>Voluntary Downgrade</b>
9.1	If You decide to rent a Vehicle of a lesser class than the one booked You are not entitled to a refund.
<b>10</b>	<b>Errors in Rental Charges</b>
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.
<b>11</b>	<b>Exchange Rate/Currency Fluctuations/Refunds</b>
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.
<b>12</b>	<b>Conditional Upon Payment</b>
12.1	Where applicable, You agree that this Agreement is conditional upon Dealer being paid by the Travel Agent or Travel Wholesaler ( <b>Agent</b> ) 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.
<b>13</b>	<b>Travel Restrictions</b>
13.1	Two Wheel Drive Campervans & Motorhomes:
(a)	<b>must not</b> be driven on any unsealed roads, except well maintained access roads less than 12 kilometres long to recognised campgrounds;
(b)	may be driven to any island (including Tasmania) and/or North of the Daintree River provided written permission is obtained from Dealer prior to travel. When travelling to these areas clause 13.4 of this Agreement always applies.
13.2	Four Wheel Drive Vehicles:
(a)	<b>must</b> be driven in 2WD mode on sealed roads;
(b)	may be driven:
(i)	on unsealed roads on the condition that the roads driven on have been gazetted. Gazetted roads are roads that appear on official road maps and street directories; or
(ii)	to any island (including Tasmania, but excluding Fraser Island and Moreton Island), provided written permission is obtained from Dealer prior to travel. When travelling to these locations clause 13.4 of this Agreement always applies.
(c)	<b>must not</b> be driven to Boggy Hole (Finke Gorge National Park), Central Arnhem Road, Fraser Island, Gunbarrel Highway, Moreton Island, Old Gunbarrel Highway, the Canning Stock Route, the last 2 kilometres of the Lennard River Gorge Road, the Lost City in Litchfield Park, the Old

	South Road from Maryvale to Finke and the Old Telegraph Road section of the road to Cape York at any time. Vehicles are NOT permitted to travel to Cape York between December to May (at all other times permission is required to travel to Cape York). You, <b>must</b> obtain written permission from Dealer prior to travel or call the Dealer Assist Department 24 -48 hours prior to travel to a restricted area to request permission.
13.3	Certain locations are considered unsafe to travel without taking some important precautions such as determining road and weather conditions, hence travelling to these areas can only be with four wheel drive vehicles and You <b>must</b> obtain the written permission of Dealer prior to travel. When travelling to these areas the conditions of clause 13.4 of this Agreement apply. These areas include, but are not limited to any Islands (including Tasmania, excluding Fraser Island and Moreton Island), Arnhem Land in general, Birdsville Track, Bloomfield Track, Bungle Bungles, Burke Development Road from Chillagoe to Normanton, Cape Leveque, Cape York (North of Daintree River), Finke Road, Gibb River Road, Kalumburu Road, Mitchell Falls/Plateau, Mereenie Loop, North of Cape Tribulation, Oodnadatta Track, Savannah Way from Normanton to Borrooloola, Simpson Desert, Strzelecki Track, Tanami Track, the Plenty Highway, Warburton Road and any other remote area.
13.4	In the event of an accident or breakdown in an area outlined in clauses 13.1, 13.2, or 13.3 of this Agreement it is Your full financial responsibility to pay any salvage, towing and/or recovery costs to the nearest Dealer branch (except where 4WD Additional Cover has been purchased and applies) and no replacement vehicle will be provided under any circumstances.
13.5	<b>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.</b>
<b>14</b>	<b>Every 500 kilometres</b>
14.1	The oil, fluids and coolant levels <b>must</b> be checked by You every 500 kilometres. You <b>must</b> 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 <b>must</b> be paid by You.
<b>15</b>	<b>Mechanical Breakdowns</b>
15.1	Any mechanical problems associated with the Vehicle <b>must</b> 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 <b>must</b> 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.
<b>16</b>	<b>Repairs</b>
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

- 16.2 obtain Dealer's consent before the repairs are carried out. 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 different size or ply rating Dealer will not refund You for the purchase cost.
- 17.3 You are responsible for replacing damaged windcreens and tyres except ~~where You have purchased an Dealer~~ Additional Cover or 4WD Additional Cover 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**:
- record the Time/Date/Location;
  - 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;
  - record the name of the other party's insurance company;
  - not admit liability;
  - notify the nearest police station within 24 hours of the accident;
  - fully complete and sign the Accident Report Form (located in the Vehicle); and
  - 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:
- You are responsible for making Your own way to the nearest Dealer Branch or pickup location at Your own cost;
  - 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
  - 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:
- any property owned by You (or any friend, relative, associate or passenger); or
  - any property in Your physical or legal control, **provided**:
    - You have paid the minimum Liability Reduction set out in **Rental Vehicle Agreement Part A**;
    - there is no Loss or Damage to the Vehicle as a result of a Single vehicle Rollover;
    - 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 a breach of any sub clause 5.1(c) of this Agreement;
    - You are not covered under any other policy of insurance; and
    - 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:
- You authorise Dealer's insurer, at its sole discretion, to defend or settle any legal proceedings;
  - Dealer's insurer has the sole conduct of any proceedings; and
  - 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:
- are liable for:
    - Loss and Damage to the Vehicle, and
    - all third party loss; and
  - have no entitlement to the benefit of Dealer's insurance under clause 20 of this Agreement, even if Reduction Option 1 or 2 or 4WD Additional Cover have 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 Options 2 (VIP Cover) and 4WD additional cover 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 Standard Liability

24.1 Dealer's rental charge includes a Standard Liability Reduction of \$5,000 including GST for the Hitop Campervan, Endeavour Campervan and Euro Tourer, \$7,500 including GST for all other 2wd vehicles and \$8,000 including GST for all 4wd vehicles.  
24.2 A bond of \$5,000 including GST (Hitop Campervan, Endeavour Campervan and Euro Tourer)/\$7,500 including GST (for all other 2wd vehicles)/\$8,000 including GST (for all 4wd vehicles) 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.  
24.3 The Standard Liability Reduction can be reduced if You purchase one of the following Reduction Options:

#### Reduction Option 1

A Liability Reduction of \$2,500 including GST applies. You can purchase this Option by paying to Dealer \$27 including GST per day for all 2wd vehicles and \$34 including GST per day for all 4wd vehicles. This total liability option charge is limited to a maximum of 50 days or \$1,350 including GST/\$1,700 including GST and minimum payable per segment based on the minimum rental period applicable for Your rental. With this Option a bond of \$2,500 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.

#### Reduction Option 2 (VIP Cover)

A \$0 (nil) Liability Reduction applies to all Campervans and Motorhomes. You can purchase this option by paying Dealer \$45 including GST per day for all 2wd vehicles and \$49 including GST per day for all 4wd vehicles. The total liability option charge is limited to a

maximum of 50 days or \$2,200 including GST/\$2,450 including GST and a minimum payable per segment based on the minimum rental period applicable for Your rental. A bond of \$ 250 including GST for all 2wd vehicle and \$500 including GST for all 4wd vehicles 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/\$500 including GST).

#### 4WD Additional Cover

The 4WD Additional Cover is only available with 4WD Camper hires and when the Reduction Option 2 (VIP Cover) has been purchased. You can purchase this Option by paying to Dealer \$199 including GST per rental. Subject to clauses 5.1(c) and 17 of this Agreement the 4WD Additional Cover extends the cover available for 4WD Campers to include:

- (a) Accidental Overhead Damage and under-body sections of the 4WD Camper;
- (b) unlimited tyre and windscreen cover;
- (c) Damage to the Awning;
- (d) Damage to the Roof Top Tent; and
- (e) Towing and vehicle recovery costs from 4WD roads where permission from Dealer to travel on these roads has been granted (see clause 13.3 of this Agreement for a list of these roads). but this protection

**does not** cover Loss or Damage to the Vehicle as a result of a Single Vehicle Rollover.

### 25 Bond

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

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:
	(a) 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;
	(b) 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
	(c) 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 <b>must</b> make yourself available to assist Dealer in any legal actions mentioned in this Agreement that may arise out of Your hire of the Vehicle.
<b>27</b>	<b>Illustration Disclaimer</b>
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 Vehicle offered to You due to modifications and/or upgrades. Dealer is not liable for any such variance.
<b>28</b>	<b>Fuel</b>
28.1	The Vehicle <b>must</b> be returned with the amount of fuel equal to that at the time of the commencement of the rental. If the Vehicle is returned <del>with less fuel, the difference will be charged to You at a rate of \$5.00</del> including GST per litre (which includes a service component).
<b>29</b>	<b>Cleaning</b>
29.1	The Vehicle <b>must</b> 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 <b>must</b> 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 <b>prohibited</b> in the Vehicles or a cleaning and deodorising process of \$300 including GST will be charged.
<b>30</b>	<b>Branch Hours and Returns</b>
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 Anzac Day (25 April 2016), Labour Day Brisbane, Cairns, Darwin, Alice Springs (02 May 2016), Queen's Birthday excluding Perth, Broome, Brisbane, Cairns (13 June 2016), Queen's Birthday Perth and Broome (03 October 2016), Labour Day Adelaide and Sydney (03 October 2016), Queen's Birthday Cairns, Brisbane (03 October 2016),

30.3	Boxing Day (26 December 2016), Day after New Year's Day (02 January 2017), Labour Day Perth, Broome (06 March 2017) or Labour Day Melbourne (13 March 2017) will incur an additional \$100 surcharge. Adelaide, Brisbane, Melbourne, Perth, 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. Alice Springs and 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. Darwin depot hours are 8am to 4.30pm Monday to Saturday and closed on Sundays except 01 May 2016 to 31 October 2016 Darwin depot is open 8am to 4.30pm seven days a week and closed from the 20 December 2016 to 31 March 2017. Broome depot hours are 8am to 4.30pm Monday to Saturday and closed on Sundays except 01 May 2016 to 31 October 2016 where Broome depot is open 8am to 4.30pm seven days a week and closed from the 20 December 2016 to 31 March 2017. Easter Monday, Anzac Day, Western Australia Day and Queen's Birthday public holidays Broome depot hours are 8am to 12pm. The Broome depot is closed Christmas Day, Boxing Day, New Year's Day, Australia Day Public Holiday and Labour Day. Hobart depot hours are 8am to 4.30pm seven days a week except 01 April 2016 to 31 May 2016 where this depot is open 8am to 4pm Monday to Saturday and Closed on Sundays. Hobart branch is closed from the 01 June 2016 to 31 August 2016. All times are local times.
30.4	The Vehicle <b>must</b> 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 <b>must</b> obtain permission from Dealer. Subject to the change of the Return Location being approved, an additional minimum charge of \$700 including GST 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 including GST.
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.
<b>31</b>	<b>Rental Extensions</b>
31.1	Should You wish to extend the rental period whilst on hire, you <b>must</b> first obtain authorisation from Dealer. This is subject to availability of the Vehicle.
31.2	The extra cost of an extended rental <b>must</b> 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.
<b>32</b>	<b>Natural Disasters and Weather Conditions</b>
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.
<b>33</b>	<b>Kilometre Allowance</b>
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.		
<b>34</b>	<b>Satellite Safety Beacon</b>		
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.	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.
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.		
<b>35</b>	<b>Electronic Tracking</b>	<b>38</b>	<b>Privacy Notice</b>
35.1	Dealer may use GPS tracking or other electronic tools ( <b>tracking device</b> ) to enable the geographical location of its Vehicles to be tracked or located. Information from the tracking device may be used:	38.1	Dealer has always valued the privacy of personal information.
	(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;	38.2	When Dealer collects, uses, discloses or handles 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. If We do not collect personal information from You, We will not be able to rent You a Vehicle and if any of the personal information You provide is incomplete or inaccurate, the quality of Dealer's services may be compromised.
	(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;	38.3	By entering into this Agreement and by providing Dealer with personal information, You represent to Dealer and we proceed on the basis that You have read and agree to the terms of Dealer's Privacy Policy.
	(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);	38.4	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.
	(d) to locate the Vehicle in an emergency; or	38.5	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.
	(e) for any other purpose allowed under the <i>Privacy Act</i> or any other law.	38.6	Dealer will not release Your personal information to anyone other than to which Dealer has already identified.
35.2	By hiring a Vehicle from Dealer, you expressly consent Dealer 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.	38.7	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.
35.3	Refer to clause 38 of this Agreement for more information on Dealer's Privacy Policy.	<b>39</b>	<b>Definitions</b>
<b>36</b>	<b>Personal Property Securities Act 2009 (Cth) (PPSA)</b>		<b>Dealer</b> means Dealer Motorhome Holidays Pty Ltd ABN 81 051 584 153;
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.		<b>Authorised Driver</b> means any driver approved by Dealer and whose name is noted in Rental Vehicle Agreement Part A as an authorised driver;
36.2	If a party ( <b>Secured Party</b> ) 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 ( <b>Grantor</b> ) 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:		<b>Joint Renter</b> 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; <b>Loss or Damage</b> 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;
	(a) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or		<b>Overhead Damage</b> means any damage to the Vehicle or to any third party property that is caused by:
	(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		(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;
	(c) enabling the Secured Party to exercise rights in connection with the security interest.		(b) the Vehicle hitting a signed height restricted structure such as but not limited to bridges, car parks and drive throughs; or
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).		(c) objects being placed on the roof of the Vehicle; <b>Return Date</b> means the date on which the Vehicle <b>must</b>
<b>37</b>	<b>Confidentiality</b>		be returned shown in Rental Vehicle Agreement Part A; <b>Return Location</b> means the location from which the Vehicle was hired and which is shown in Rental Vehicle Agreement Part A.
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.		<b>Return Time</b> means the time by which the Vehicle must be returned on the Return Date as shown in Rental Vehicle Agreement Part A;
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		<b>Single Vehicle Rollover</b> 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, 13.3, 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; and

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

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: \_\_\_\_\_

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

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

- (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, Läuse oder Wanzen ist.
- (4) I have checked over the Vehicle and its equipment and am satisfied with its cleanliness and condition.