

TERMS AND CONDITIONS

1. Parties and our Agreement

- a. The contract between **Adventure For Hire Pty Ltd** ("**our/us/we**") and its Customer ("**you/your**") are subject to these terms and conditions, in addition to any other Quotation or proposal documents we may provide to you (if any) (together, referred to as the "**agreement**").
- b. The **Customer** is the persons and/or entities who: accept our Quotation; supplying us with their credit card or billing information; are nominated or listed drivers. If there is more than one person or entity, the Customer is all or any one of them, and each are jointly and severally liable for the Customer's compliance with the agreement.

2. Quotes, Rates, Refunds

- a. You may request, and we may supply, a **Quote** for the amount we will charge you for the hire services you have requested, expressed in Australian Dollars. The Quote may not be the full and final amount payable, as we may levy additional charges during or after the **hire term** (being the number of days the vehicle is hired), as set out in this agreement.
- b. We may advertise different rates for hire, promotions and conditions, and we may change them without notice.
- c. We may set a minimum or maximum number of days for vehicle hire and refuse to accept bookings outside those terms.
- d. We may accept or refuse to accept one-way bookings. If we accept one-way bookings, we may levy an additional charge, which will be notified to you in the Quote.
- e. We may charge remote location fees, which will be notified to you in the Quote.
- f. Rental days are calculated on a "calendar day" basis, regardless of the time of day the vehicle is collected or returned. The pick up day is the first day of hire, and the return day is the last day of hire.
- g. We may charge fees for payments by credit cards, which will be advised to you at the time of payment.
- h. Quotes are valid for 30 days only, and may be withdrawn by us at any time before acceptance by you. Subject to (i) below, once a Quote is accepted, we will not change it.
- i. The Quote is based on the information you have provided to us. In the event you have failed to provide us with all of the relevant information prior to the delivery of our Quote, we reserve the right to amend our Quote to account for any additional costs or expenses that were not accounted for at the time of our Quote.
- j. You are liable to pay any GST, taxes, levies, rates or government charges applicable to your transactions with us.
- k. You must make payment of all charges listed in the Quote prior to collection of the vehicle.
- l. We may, in our absolute discretion, issue you with a refund for a portion of the total hire fee, if the vehicle is returned more than 24 hours early, or collected more than 24 hours late.

3. Booking Confirmation

- a. Upon your acceptance of our Quote, we will issue with a **Booking Confirmation** that includes information relevant to your booking, including the Quote price, duration of hire, the time and place for collection and return of the vehicle, your nominated credit card for further charges; the security deposit amount and other relevant information.
- b. By providing you with a Booking Confirmation, we agree to supply you with the nominated vehicle for the nominated term, subject to the information in the Booking Confirmation and these terms and conditions. We are not obliged to supply a

vehicle on any terms, until we have issued the Booking Confirmation.

- c. You will provide us with a valid credit card/s to be nominated on the Booking Confirmation, against which the hire charges and any additional charges we may levy pursuant to our agreement can be debited. You authorise us to debit the charges we are entitled to levy pursuant to these terms and conditions from your nominated credit card/s.
- d. We will only accept a Visa or MasterCard as a nominated credit card, and a 2% credit card administration fee (being 2% of the total hire fees payable) will be applied.
- e. In the event we are unable to supply the vehicle category nominated on the Booking Confirmation due to unforeseen circumstances, we will advise you of the change and offer to supply a suitable alternative vehicle. If we cannot supply a suitable alternative vehicle, you may require us to refund any unused fees and charges paid prior to the collection of the vehicle.
- f. Once a confirmed booking is made the following payments must be made to continue to hold the booking:
 - i. 30% of the total hire - on confirmation
 - ii. 100% of the total hire - 60 days prior to pick up

4. Amendments to Bookings

- a. If you wish to amend your booking after the Booking Confirmation has been issued, please contact us to discuss your request. We do not have to agree to any amendments to the booking, including as to the hire term or the location for the collection and return of the vehicle.
- b. If we agree to amend the booking, we may levy additional charges associated with the change. We will inform you about the additional charges prior to amending the booking.
- c. If you cancel the booking, we may charge a booking cancellation fee and debit those cancellation fees to the credit card/s nominated on the Booking Confirmation, depending on the notice you provide, as follows:

<i>Days cancelled prior to pick up date</i>	<i>Percentage of total booking fee charged as cancellation fee</i>
31 or more	20%
20 to 30	30%
11 to 19	50%
10 or less	100%

5. Security deposit

- a. When the vehicle is collected at the beginning of the hire term, we will collect a security deposit of \$5,000 from you by a charge to your nominated credit card.
- b. We may apply the security deposit towards any sum that you become liable to pay to us, pursuant to these terms and conditions.
- c. The security deposit is fully refundable within 5 working days of the vehicle's return (subject to bank clearances and processes) if the vehicle is returned on time, to the correct location, in a clean and undamaged condition, fully refuelled.

6. Cover

- a. We recommend that you take out and maintain appropriate travel insurance for the duration of the hire term, which provides cover for personal injury and personal property.

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- b. We will provide you with a range of standard cover premium options relating to the vehicle with our Quote, and the premium option you select will be nominated in the Booking Confirmation.
 - c. We may set terms and conditions that apply to the standard cover options available to you, and we will notify you of those terms and conditions with the Booking Confirmation.
 - d. You acknowledge that standard cover may not provide cover for all types of damage to the vehicle, and that liability may be excluded if you are in breach of these terms and conditions in any way, and that beach causes or directly or indirectly contributes to the damage.
 - e. You acknowledge and agree that the damage liability fee nominated in your standard cover option is per incident.
- 7. Customer's Obligations**
- a. You, and any additional nominated drivers, must hold a full (non-probationary) Australian-issued driver's licence at the time you collect the vehicle, and you must present the licence to us and allow us to take a copy of it. If you do not hold an Australian-issued driver's licence, you must present us with an international driver's licence valid for use in Australia.
 - b. You must supply at least one nominated driver over the age of 25 years, and we will refuse to allow any drivers under the age of 25 years to be nominated as the customer or a nominated driver.
 - c. You must ensure the vehicle is driven a competent, prudent and cautious manner by any driver, and that the driver does not engage in any negligent acts or omissions.
 - d. You, and all nominated drivers, must comply with all applicable laws and road rules.
 - e. In the event that you, or a nominated driver, are issued with a traffic infringement notice or toll notice, we may supply your information to the issuing authority and you agree to be responsible for payment of the infringement. We may debit the cost of any infringement or toll notice plus an administration fee from the credit card/s nominated on the Booking Confirmation.
 - f. You must not allow the vehicle to be driven or controlled by someone under the influence of alcohol or drugs.
 - g. You must ensure the vehicle is adequately secured when parked, and lock the vehicle and remove the ignition key from the vehicle whilst it is unoccupied.
 - h. You must not lose or damage the ignition keys to the vehicle.
 - i. You must not use the vehicle in a manner which may cause damage to it, including: driving through water including flood water, salt water, creeks or rivers; and driving on the beach.
 - j. You must not allow the vehicle to be used for any unlawful purpose, or in any race, rally or contest.
 - k. You must not permit the vehicle to tow a trailer or any other vehicle including a caravan, unless we have agreed to allow this at the time the booking was made.
 - l. You must not allow the vehicle to be used for any commercial purpose.
 - m. You must not permit smoking in the vehicle.
 - n. You must not use the vehicle to carry dangerous or hazardous materials, or transport animals (except for guide dogs).
 - o. You must not allow the vehicle to become immersed in water, regardless of the cause.
 - p. You must not damage the tyres to the vehicle, save for normal wear and tear.
 - q. You must not abandon the vehicle or surrender possession.
 - r. You must take reasonable care to ensure the vehicle does not become bogged, stuck or require retrieval.
 - s. You must ensure the vehicle is only refuelled with the fuel nominated on the inside of the fuel door or fuel cap. Bio Diesel is not to be used.
 - t. You must ensure the vehicle is not driven through a signed height restricted structure such as bridges, car parks, which are not tall enough to comfortably accommodate the vehicle.
 - u. You must not allow the vehicle's total load, including any towing capacity, to be exceeded.
 - v. You will ensure the vehicle is operating normally, and you will take all reasonable steps to ensure normal operation during the hire term, including by checking the oil, water, battery and fluids at regular intervals.
 - w. You must maintain the vehicle in accordance with the vehicle Daily Check List supplied with the vehicle.
 - x. You must cease operation of the vehicle and notify us immediately if you notice a fault with the vehicle, or if any warning lights are displayed. If you fail to do so and the vehicle is damaged as a result, you will be liable to compensate us for that damage.
- 8. Collection and return of the vehicle**
- a. Upon acceptance of your booking, we agree to supply you with a vehicle in a clean and undamaged condition, with a full tank of fuel or gas.
 - b. Upon collection of the vehicle, you will be provided with a Vehicle Equipment Check List which lists the equipment contained in the vehicle. By collecting the vehicle, you agree that the equipment listed on the Check List is present in the vehicle. All equipment nominated on the Equipment Check List must be returned with the vehicle at the end of the booking. Any missing equipment will be replaced, at your cost, and the replacement cost debited from your nominated credit card.
 - c. You must return the vehicle, at the time and place nominated for return in your Booking Confirmation, in a clean condition, with a full tank of fuel or gas. If you fail to do so, you agree that we may charge to you a cleaning and refuelling fee, and you authorise us to debit this charge from your nominated credit card.
 - d. If you return the vehicle after the agreed time or date nominated in your Booking Confirmation, we may charge you additional fees for hire which will be calculated using our usual daily hire rate, on a pro-rata basis, and you authorise us to debit this charge from your nominated credit card.
- 9. Restrictions on vehicle use**
- a. You must not allow anyone other than a nominated driver to drive or control the vehicle.
 - b. We may restrict the areas the vehicle can be driven in, and the types of terrain it may be driven on, by issuing you with an Excluded Areas Memorandum with the Booking Confirmation. You must obey our directions. If we ask, you must truthfully disclose to us, at the time of requesting the booking, where you intend to drive the vehicle.
 - c. You must not make any alternations or additions to the vehicle, without our consent.
- 10. Accidents, damage to vehicle and property**
- a. You must take all reasonable steps and reasonable care to ensure the vehicle is not damaged in any way, including but not limited to damage to: the body or underbody of the vehicle; its interior; paint; fittings or accessories.
 - b. If the vehicle is damaged during the hire term, or involved in an accident, you agree to:

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- i. Notify us as soon as possible, and within at least 24 hours of the incident occurring;
 - ii. Obtain the names and addresses of any third party involved and witnesses;
 - iii. Not accept blame, or insist another party was at fault;
 - iv. If possible, photograph the damage to all vehicles and registration numbers;
 - v. Provide us with any information concerning the accident or damage as we may reasonably request;
 - vi. Report accidents to police and authorise us to obtain a copy of any police report;
 - vii. Provide any accident report to us that we may reasonably request.
- c. You agree to indemnify us for the reasonable cost of repair to the vehicle caused by accidental or wilful damage during the hire term, or the value of the vehicle if it cannot be repaired. We may seek payment of these costs from you immediately upon receiving a quotation for the repair or replacement of the vehicle, regardless of whether the costs form part of any claim.
 - d. If we determine a claim cannot be made on standard cover, or if the insurer refuses indemnity for the claim, you will not recover any reimbursement for the cost of repairs.
 - e. You acknowledge that if you do not obey our directions, including the Excluded Areas Memorandum, any standard cover may be void and you will be liable to compensate us for any damage to the vehicle incurred as a result of your failure to obey our directions.
 - f. If the vehicle requires maintenance repairs during the hire term, we will not agree to reimburse you for the cost of those repairs unless they are pre-approved and pre-authorised by us.
 - g. You will be responsible for the cost of replacing any tyres during the hire term, unless the tyre is defective and returned to us for inspection.
 - h. We may charge you the daily hire rate for the vehicle even if it is being repaired during the hire term.
 - i. If the vehicle is off fleet for repairs to damage caused during the hire term, we may charge you the daily rental rate for the period the vehicle is off fleet for repairs.
- 11. Breaches of this Agreement and Termination**
- a. If you fail to comply with any of these terms and conditions, you will be in breach of this agreement.
 - b. You will also be in breach of this agreement if we reasonably believe that the vehicle is likely to be damaged, or is unlikely to be returned at the end of the hire term.
 - c. In the event you breach this agreement, we may do any or all of the following things:
 - i. Terminate the agreement;
 - ii. Immediately recover the vehicle and not refund the balance of any hire charges;
 - iii. Charge interest on any overdue amounts at the rate of 15% per annum;
 - iv. Retain the security deposit in full;
 - v. Recover any costs, loss or damage we incur as a result of your breach on the full indemnity basis, including but not limited to: repairing any damage to the vehicle; any legal costs or debt collection costs we incur recovering funds from you; towing charges; costs associated with recovery of the vehicle; third party damage claims; storage fees.
 - vi. Remedy your breach and seek the cost of that remedy from you on the full indemnity basis.
- 12. Liability and Indemnity**
- a. To the maximum extent permitted by law, we do not accept any liability for any claim for loss or damage made by you (or someone claiming through you), whether for breach of contract, tort (including negligence), under statute, in equity, at common law or otherwise, including damage to property.
 - b. You accept and use the vehicle at your own risk. We do not accept any liability for any personal injury you or a passenger may suffer as a result of your use of the vehicle.
 - c. We do not accept any liability for any loss or damage to your personal property.
 - d. You and any authorised drivers are jointly and severally liable for compliance with these terms and conditions, and payment of any amounts due to us.
 - e. By entering into this agreement, you and any authorised drivers are responsible for and irrevocably authorise us to debit the credit card/s provided to us and nominated on the Booking Confirmation, with any charges we are entitled to levy, pursuant to our agreement, even after the hire term has ended.
 - f. You release us, our employees and agents, and indemnify us and agree to keep us indemnified, from any liability to you (regardless of who is at fault) for any loss or damage you suffer as a result of the rental, possession or use of the vehicle, unless that loss or damage is caused by our negligence.
- 13. General conditions**
- a. The vehicle remains our property at all times. You must not sell, transfer, assign, sub-let or encumber the vehicle, (or attempt to).
 - b. No failure or delay by us in exercising any right, power or privilege to which we are entitled shall operate as a waiver, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise.
 - c. These terms and conditions, including any obligations or acknowledgements, may only be waived or modified as agreed between us and documented in writing.
 - d. In the event of any part of these terms and conditions becoming void or unenforceable, then that part shall be severed from the agreement and the remaining terms and provisions of the agreement will remain in full force and effect.
 - e. The agreement shall be governed by and construed in accordance with the laws of the state of Queensland, Australia.
 - f. These terms and conditions survive the termination or expiration of the agreement.