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Terms and Conditions – Australia Rentals

1) RATES AND CONDITIONS

Rates and Conditions quoted in our documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by the lessor. Please note all prices are quoted and payable in Australian dollars.

All amendments to bookings are subject to availability of vehicle and/or package. Different rates may apply based on the amendment made.

2) DEFINITIONS

This Agreement' means the Rental Agreement and these Terms and Conditions.

'Customer' means the person or persons nominated as the hirer and any person whose credit or debit card is presented for payment of the Customer's charges. Refer to clauses 21 and 28

for information about the Vehicle Security Deposit requirements and credit or debit card payments.

'Reasonably clean' means that the vehicle is cleaned and well presented with all personal belongings and garbage removed, the inside is broomed or vacuumed, dusted and wiped down and the outside has all mud, red dust and the like removed (including from the rear of the vehicle) and the under carriage.

'Rental Period' means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control.

'Vehicle' means the Vehicle hired by the Customer and includes tyres, tools, accessories, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle which may be provided.

3) RENTAL DURATION

3.1 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is rented, the day of pickup is counted as day one of the rental, regardless of pick-up time. The day of the Vehicle's return is counted as the final day of the rental regardless of drop-off time.

3.2 Minimum rental periods are: 5 days for same city rentals. All rentals between 20 December and 10 January require a minimum of 10 days.

Minimum rental period for one-way rentals vary depending on the locations and this is advised at time of booking. Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.

3.3 Late pick-up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

4) DELIVERY AND RETURN OF THE VEHICLE

4.1 The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and a full bottle of gas.

4.2 The Customer will return the Vehicle in a Reasonably Clean condition with a full fuel tank (subject to any pre-purchase fuel being taken), on the return date, time and location set out in the Rental Agreement. Failure to adhere to these requirements will result in additional charges. Should the customer have the pre-purchase fuel option there is no refund for unused fuel.

4.3 The Customer acknowledges that the lessor will reasonably determine what, if any, refund may be warranted if the Vehicle is returned or the Customer ceases to have the use of the Vehicle prior to the return date.

5) BRANCH HOURS OF OPERATION

Lessor Branches are open 7 days per week with the following exceptions: Lessor Branches are closed on Christmas Day (25th December), New Years Day (1st January) and Australia Day observed Public Holiday (26th January). Lessor requests that clients collecting or returning their Vehicle to be in the office by 3:30pm.

The Brisbane, Sydney, and Perth branches are open from 7:30am to 4pm, September to April, and 10am to 4pm Monday to Saturday and closed Sundays, May to August. The Cairns branch is open from 7:30am to 4pm, May to October, and 10am to 4pm Monday to Saturday and closed Sundays, November to April.

A \$100 surcharge will apply to all rentals picking up or dropping off on Boxing Day (26th December).

Please ensure that you allow adequate time to complete the required paperwork when collecting or returning your Vehicle. All vehicles must be collected from and returned to a lessor branch.

6) CHANGE OF DROP-OFF DESTINATION

If the Customer wishes to change the drop-off destination, they must first obtain authorisation from the Reservations centre. Subject to the change being approved, an additional charge of up to AU\$750 may apply, which will be notified to you at time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change

7) LATE DROP-OFFS

7.1 If the Customer wishes to drop-off the Vehicle after business hours, they must first get approval from the branch of destination. Failure to obtain authorization will result in a daily fee of AU\$150 in addition to the daily rate.

7.2 The Customer will be held responsible for the Vehicle up until the time that it is checked in by a lessor staff member.

8) RENTAL EXTENSION

8.1 If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from lessor. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension. The daily rental rate for the extension may not reflect the original rate booked.

8.2 Failure to obtain an authorisation for a rental extension will result in a late fee of AU\$150 per day in addition to the daily rental rate for each day until the Vehicle is returned. The daily rental rate charged will be based on the lessor standard rental rates per Vehicle for the extended rental period.

9) ONE-WAY RENTALS

One-Way rentals are available between Sydney, Brisbane and Cairns. There are no one-way rentals to or from the Perth location. The one-way fee is included in the Vehicle rate.

10) MULTIPLE RENTALS

Should a Customer have more than one rental, the bookings can be combined to qualify for longer-term hire discounts off the vehicle rate. Motorhome hire in Australia and South Africa for lessor, Maui and Britz and in New Zealand for lessor, Maui, Britz, United and Alpha can be combined to qualify if travel is within a 3-month period.

11) LICENCE

A full (non probationary) resident country driver's licence must be presented at the time of rental for each nominated driver. If the licence is not in English format, an international driver's licence is also required.

12) AGE RESTRICTIONS

Drivers must be 21 years of age or over.

13) USE OF THE VEHICLE

13.1 The Customer agrees that, during the Rental Period, the Customer will not allow the Vehicle to be:

- (a) driven otherwise than in a prudent and cautious manner;
- (b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- (c) left with the ignition key in the Vehicle while it is unoccupied;
- (d) damaged by:

- (i) submersion in water
- (ii) contact with salt water
- (iii) creek or river crossing
- (iv) driving through flooded areas (v) beach driving
- (e) used for any illegal purpose or in any race, rally or contest;
- (f) used to tow any vehicle or trailer;
- (g) used to carry passengers or property for hire or reward;
- (h) used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement;
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and
- (j) used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

13.2 Road restrictions apply as follows:

(a) Vehicles must not be used on any unsealed road (being a road not sealed with a hard material such as tar, bitumen, or concrete). Off road conditions include, but are not limited to: fire trails, beaches, sand, tracks, fields or paddocks. The only exception to this is reasonable use of access roads limited to a maximum of twelve kilometres in length to recognized commercial campgrounds.

(b) The Customer is responsible for all damage if travelling on unsealed roads as defined in clause 19.5.

13.3 We value your well-being, and for safety purposes, lessor reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of hire period. Lessor will advise you on pick-up of any travel restrictions known at the time.

13.4 Where lessor mandates a change in drop off location, fees as per clause 6 will not apply.

13.5 The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of the lessor.

13.6 The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs.

13.7 The Customer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water, and batteries, and will contact the lessor immediately should vehicle warning lights indicate any potential malfunction.

14) MAINTENANCE AND REPAIRS

Lessor will reimburse customers for expenditure up to AU\$200 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over AU\$200, lessor will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the Customer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

15) ON-ROAD ASSISTANCE

Any problems associated with the Vehicle, including equipment failure, must be reported to the lessor within 24 hours in order to give lessor the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Subject to clause 23, lessor

reserves the right to not accept liability for any claims submitted after this period.

16) VEHICLE AVAILABILITY

16.1 Vehicles cannot be requested by make or model, only by vehicle category.

16.2 Lessor will endeavour to supply the vehicle category selected, however should the Vehicle booked be unavailable through unforeseen circumstances, lessor reserve the right to substitute an alternative Vehicle without prior notification. The alternative Vehicle shall be as close a substitute for the booked Vehicle as possible. Lessor will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required.

16.3 Should the customer decide to take a lesser vehicle than booked they will not be entitled to any refund.

17) TITLE TO VEHICLE

The Customer acknowledges that the lessor retains title to the Vehicle at all times. The Customer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

18) FOR YOUR PROTECTION

Personal Injury is covered in most cases through Registration Third Party Insurance. However, we strongly recommend that all customers travelling in Australia take out Personal Travel Insurance. Lessor does not accept any liability for personal injuries sustained during rental.

19) VEHICLE DAMAGE

19.1 The Customer understands that:

The Vehicle is insured for Third Party Vehicle and property damage;

19.2 The Customer will be responsible for the total cost of any damage (as per clause 19.5) if the Customer breaches any of the conditions of clause 13 and 20.

19.3 The hirer will not have to pay a liability for any damage to the Vehicle, subject to clause 20. This cover includes unlimited tyre and windscreen cover, overhead and underbody damage, theft, fire, break in or vandalism. A processing fee of AU\$60 will be applicable per accident claim.

19.4 The Vehicle Security Deposit applies in respect of each claim, not rental.

19.5 Damage includes any and all damage to Third Party property, damage to the rented vehicle including windscreens, tyres, towing and recovery costs, overhead and underbody damage, theft, fire, break in or vandalism. A processing fee of AU\$60 will be applicable per accident claim.

20) EXCLUSIONS

The Customer acknowledges that they are responsible for all costs for the following damage. Damage as identified below is specifically excluded and the Customer remains fully liable for all costs incurred:

- a) for any damage due to vehicle use in contravention of clause 13 'Use of Vehicle';
- b) any damage caused by willful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle) and driving under the influence of alcohol or drugs and negligence resulting in damage to the hired Vehicle or Third Party vehicle/property;
- c) for any loss or damage to Personal belongings: Lessor recommends the Customer does not leave valuables in the Vehicle and that they take out personal travel insurance;
- d) If the Customer is deemed by local authorities to have been careless, negligent or willful in failing to abide by the local road rules, resulting in damage to the hired Vehicle or Third Party vehicle/ property;
- e) the cost to retrieve or recover a vehicle, which may include, but is not limited to a vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;
- f) the cost to replace keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle;
- g) for damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual;
- h) drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence;
- i) any damage caused to the Vehicle due to the use of snow chains; and
- j) for any cost associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel.

21) VEHICLE SECURITY DEPOSIT

21.1 On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit. The Customer authorises the lessor to deduct from the Vehicle Security Deposit any amounts due by them to lessor arising out of the agreement. The Vehicle Security Deposit amount is AU\$250 payable by the Customer's credit card only. An imprint of the Customers credit card will be taken for the Vehicle Security Deposit amount.

21.2 The Vehicle Security Deposit is fully refundable, provided the Vehicle is returned on time, to the correct location, undamaged, in a reasonably clean condition, the toilet cassette and waste water tank emptied and with a full fuel tanks (fuel being petrol or diesel).

21.3 Lessor reserves the right to retain an AU\$250 cleaning fee if the Vehicle is not returned in a clean condition. This includes smoking related cleaning as smoking is not permitted in the vehicle. The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional AU\$125 soiling fee will be retained.

21.4 Except where the Customer has purchased the Pre-purchase Fuel Option, failure to return the vehicle with full petrol, diesel will result in refill charges.

22) PROCEDURES IN CASE OF ACCIDENT

If the Customer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

A) AT THE ACCIDENT SCENE THE CUSTOMER MUST:

1. Obtain the names and addresses of Third Parties and any Witnesses.
2. Report the accident to police, regardless of estimated damage costs.
3. Not accept blame or insist the other Party is at fault.
4. If possible, photograph damage to all vehicle(s) and registration number(s).
5. Phone the nearest lessor Branch with the accident's details within 24 hours.

B) AT THE BRANCH

1. The Customer must produce their Driver's Licence and hand over the police report (if applicable) and any supporting photographs.
2. The Customer is required to pay any amount due by them in respect of any damage arising from an accident, loss, or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.
3. The Customer will pay lessor the daily rental rate for the period the Vehicle is off fleet for accident repairs if the terms of the rental agreement are breached
4. The lessor Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the Customer.

C) EXCHANGE VEHICLE

1. The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (see below).
2. If an Exchange Vehicle is required as a result of an accident, the Customer is responsible for making their own way to the nearest lessor branch or pick-up location at their own cost.
3. Lessor may offer the Customer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver to deliver the exchange vehicle to the Customer's location.
4. The Customer will pay for any costs relating to delivery of the Exchange Vehicle.
5. A new Vehicle Security Deposit will be required for the Exchange Vehicle.

D) TIME FRAME FOR SETTLEMENT OF CUSTOMER LIABILITY CLAIMS

1. Lessor shall use best endeavours to ensure that any money due back to the Customer is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve. Lessor cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to lessor's Insurer and the Third Party, whether they be insured or not.
2. Lessor agrees to refund any Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment relating to Third Party claims.
3. For information regarding outstanding claims or Vehicle Security Deposit refunds please contact the Claims Department on +61 3 8398 8800 during office hours.
4. The Customer agrees to provide all reasonable assistance to lessor in handling any claim including providing all relevant information and attending Court to give evidence.

Important Note: Important Note: Under no circumstances should the Customer attempt to start or drive a vehicle that has been involved in an accident, damaged by roll-over, water submersion or any other means without permission from the lessor.

23) RELEASE AND INDEMNITY OF THE LESSOR

23.1 The Customer releases the lessor, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle.

23.2 The Customer hereby indemnifies and shall keep indemnified the lessor, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customers use and/or possession of the Vehicle.

23.3 Any indemnity required of the Customer shall not operate to indemnify the lessor in respect of any negligent act by the lessor.

23.4 Nothing contained in these terms and conditions shall exclude any express or implied conditions, warranties, or requirements that cannot be so excluded under the Trade Practices Act or any other corresponding state legislation that may be applicable.

24) TOLL AND TRAFFIC OFFENCES

Lessor reserves the right to submit a statutory declaration to the issuing authority and/or charge the Customer for any speeding, toll way, parking or other traffic offence. In addition, lessor reserves the right to charge an administration fee of up to AU\$60 for associated administration costs. This fee will be applicable per offence.

25) RENTAL CHARGES

Total charges as set out in your rental agreement are not final. The Customer will pay any shortfall in charges to lessor and the Customer will receive a refund for any overcharges made by lessor. Wherever possible, any amendment to charges will be notified to the Customer at conclusion

of rental, and the Customer agrees to payment of any such charges at that time.

26) ADMINISTRATION FEES

A surcharge of 3% of the total cost will be levied to cover state government taxes, duties, vehicle registration recovery and administration costs. This is included in the rate.

27) PAYMENT OF CHARGES - JOINT AND SEVERAL LIABILITY

All charges and expenses payable by the Customer under this Agreement are due on demand by lessor including any collection costs and reasonable legal fees incurred by lessor. When the Customer comprises of more than one person, each person is liable, jointly and severally for all obligations of the Customer pursuant to this Agreement.

28) CREDIT AND DEBIT CARD PAYMENT

28.1 If a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a Customer.

28.2 The following credit or debit cards will be accepted: Visa Card, MasterCard and American Express. Only the Customer's credit card is acceptable to use for supplying the Vehicle Security Deposit.

28.3 When payment is made by credit or debit card, the Customer agrees that:

- a) Lessor is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer's credit or debit card issuer all amounts due by the Customer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a Third Party and all other additional charges as they are incurred including all parking and traffic offence penalties, road toll fines and associated administration costs;
- b) the Customer will not dispute his/her liability to the lessor for any amount properly due under this Agreement and the Customer shall indemnify and keep indemnified lessor against any loss incurred (including legal costs) by reason of notifying the Customer's credit or debit card issuer of such dispute;
- c) in the event that lessor elect to accept payment of the Vehicle Security Deposit by holding a signed and authorised open credit or debit card voucher which is returned to the Customer at the completion of the Rental Period, the Customer agrees that lessor is entitled to recover payment from the Customer's credit or debit card issuer pursuant to paragraph (a) in respect of any amounts due which were not known at the time of return of the voucher; and
- d) Lessor may process credit or debit card charges pertaining to the rental after the hire period.

28.4 The Customer acknowledges that all transactions under this Agreement are conducted in Australian dollars. Due to exchange rate fluctuations and bank fees, there could be some variance between the amount initially debited against the Customer's credit or debit card and the amount refunded. Lessor accepts no liability for any such variation.

29) PERSONAL AND COMPANY CHEQUES

Personal and Company cheques will not be accepted as payment for rentals at the time of pick-up. These must be received by lessor 14 days

prior to commencement of rental. Personal or Company cheques are not acceptable as the Vehicle Security Deposit.

30) CONDITIONAL UPON PAYMENT

The Customer agrees that provision of any rental Vehicle is conditional upon lessor being paid by the Travel Agent or Travel Wholesaler who arranged the Vehicle rental on the Customer's behalf. Lessor reserves the right to collect payment from the Customer in the event of a failure by the Travel Agent or Travel Wholesaler to pay for the rental.

31) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

31.1 The Customer acknowledges that lessor may refuse any rental, terminate this Agreement and/ or repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

- (a) the Customer is in breach of any material term of this Agreement, particularly clauses 13 and 35;
- (b) the Customer has obtained the Vehicle through fraud or misrepresentation;
- (c) the Vehicle appears to be abandoned;
- (d) the Vehicle is not returned on the agreed return date or lessor reasonably believe that the Vehicle will not be returned on the agreed return date; or
- (e) Lessor considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

31.2 The Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges or the Vehicle Security Deposit.

32) CANCELLATIONS

At the time of booking a non-refundable deposit of AU\$250 is payable.

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply.

Cancellation fees apply as follows:

- If cancelled up to 22 days prior to pick-up **No Fee**
 - If cancelled from 21 to 7 days prior to pick-up **20% of Gross Rental**
 - If cancelled 6 to 1 days prior to pick-up **50% of Gross Rental**
 - If cancelled on day of pick-up or No-Show **100% of Gross Rental**
- If Vehicle is returned early no refund will be available.

33) PROPER LAW

This Agreement is governed by the laws of the state of Victoria.

34) CUSTOMER WARRANTIES

The Customer warrants that all information supplied by them to the lessor in connection with this Agreement is true.

35) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties, or agreements between the parties relating to the subject matter of this Agreement.

Terms and Conditions – New Zealand Rentals

1) RATES AND CONDITIONS

Rates and Conditions quoted in our documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by the lessor. Please note all prices are quoted and payable in New Zealand dollars.

All amendments to bookings are subject to availability of Vehicle and/or package. Different rates may apply based on the amendment made.

2) DEFINITIONS

'This Agreement' means the Rental Agreement and these Terms and Conditions.

'Customer' means the person or persons nominated as the hirer and any person whose credit or debit card is presented for payment of the Customer's charges. Refer to clauses 23 and 30 for information about the Vehicle Security Deposit requirements and credit or debit card payments. 'Rental Period' means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control.

'Vehicle' means the Vehicle hired by the Customer and includes tyres, tools, accessories, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

3) RENTAL DURATION

3.1 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is hired, the day of pick-up is counted as day one of the rental, regardless of pick-up time. The day of the Vehicle's return is counted as the final day of the rental regardless of drop-off time.

3.2 Minimum rental period is 5 days. A 14 day minimum rental period applies for travel 20 December – 10 January. Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.

3.3 Late pick-up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

4) DELIVERY AND RETURN OF THE VEHICLE

4.1 The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and full bottle of gas (if applicable).

4.2 The Customer will return the Vehicle in a clean condition with a full fuel tank on the return date, time and location set out in the Rental Agreement. The hirer must ensure to return all the lessor equipment. Missing items will be replaced at the hirers cost. Failure to adhere to these requirements will result in additional charges.

4.3 The Customer acknowledges that the lessor will reasonably determine what, if any, refund may be warranted if the Vehicle is returned or the Customer ceases to have the use of the Vehicle prior to the return date.

5) BRANCH HOURS OF OPERATION

Lessor branches are open 7 days per week with the following exception: Lessor branches are closed on Christmas Day (25th December)

Please ensure that you allow adequate time to complete the required paperwork when collecting or returning your Vehicle. All vehicles must be collected from and returned to a lessor branch.

6) CHANGE OF DROP-OFF DESTINATION

If the Customer wishes to change the drop-off destination, they must first obtain authorisation from the Reservations Centre. Subject to the change being approved, an additional charge of up to NZ\$750 may apply, which will be notified to you at time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change.

7) LATE DROP-OFFS

7.1 If the Customer wishes to drop-off the Vehicle after business hours, they must first get approval from the branch of destination. Failure to obtain authorization will result in a daily fee of NZ\$150 in addition to the daily rate.

7.2 The Customer will be held responsible for the Vehicle up until the time that it is checked in by a lessor staff member.

8) RENTAL EXTENSION

8.1 If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from the lessor. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension. The daily rental rate for the extension may not reflect the original rate booked.

8.2 Failure to obtain an authorisation for a rental extension will result in a late fee of NZ\$150 per day in addition to the daily rental rate for each day until the Vehicle is returned. The daily rental rate charged will be based on the lessor standard rental rates per Vehicle for the extended rental period.

9) PICK-UP AND DROP-OFF LOCATIONS

Lessor depots are located in Auckland and Christchurch. Vehicles must be picked up and dropped off at a lessor depot. Alternative pick-up and drop-off locations are only available if pre-arranged and authorized by the lessor. Relocation fees may apply.

10) ONE-WAY RENTALS

One-Way rentals are available between all branch locations. The one-way fee is included in the Vehicle rate.

11) MULTIPLE RENTALS

Should a Customer have more than one rental, the bookings can be combined to qualify for longer-term hire discounts off the vehicle rate.

Motorhome hire in Australia and South Africa for the lessor, maui and Britz and in New Zealand for the lessor, maui, Britz, United and Alpha can be combined to qualify if travel is within a 3-month period.

12) EXTRA DRIVER FEE

There are no fees for additional drivers.

13) LICENCE

A current and full (non-probationary) motor Vehicle driver's licence is required and must be produced upon Vehicle collection. Should a foreign licence be in a language other than English, it must be accompanied by an accredited English translation. The translation must be provided by a NZ Transport Agency authorised translation service or a diplomatic representative at a high commission, embassy or consulate, or the authority that issued your overseas licence (an International Driving Permit may be acceptable as a translation if in English).

14) AGE RESTRICTIONS

Drivers must be 21 years of age or over.

15) USE OF THE VEHICLE

15.1 The Customer agrees that, during the Rental Period, the Customer will not allow the Vehicle to be:

- (a) driven otherwise than in a prudent and cautious manner.
- (b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- (c) left with the ignition key in the Vehicle while it is unoccupied;
- (d) damaged by:
 - (i) submersion in water
 - (ii) contact with salt water
 - (iii) creek or river crossing
 - (iv) driving through flooded areas (v) beach driving;
- (e) used for any illegal purpose or in any race, rally or contest;
- (f) used to tow any Vehicle or trailer;
- (g) used to carry passengers or property for hire or reward;
- (h) used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement;
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and
- (j) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

15.2 Road restrictions apply as follows:

- (a) Vehicles may only be driven on sealed/ bitumen or well-maintained roads.
- (b) Vehicles are not permitted to be driven on Skippers Road (Queenstown), Ninety Mile Beach (Northland), Bluff Road that runs between Kuaotunu and Matarangi, North of Colville Township (Coromandel Peninsula) and Ball Hut Road (Mt. Cook). The Customer is responsible for all damage if travelling on these roads as defined in clause 21.5.

15.3 We value your well-being, and for safety purposes, the lessor reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the hire period. The lessor will advise you on pick-up of any travel restrictions known at that time.

15.4 Where the lessor mandates a change in drop-off location, fees as per clause 6 will not apply.

15.5 The Customer shall not make any alterations or additions to the Vehicle without the prior written consent from the lessor.

15.6 The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs.

15.7 The Customer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and will contact the lessor immediately should Vehicle warning lights indicate any potential malfunction.

16) MAINTENANCE AND REPAIRS

The lessor will reimburse the Customer for expenditure up to NZ\$200 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over NZ\$200, the lessor will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the Customer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

17) ON-ROAD ASSISTANCE

17.1 Any problems associated with the Vehicle, including equipment failure, must be reported to the lessor within 24 hours in order to give the lessor the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Subject to clause 25, the lessor reserves the right not to accept liability for any claims submitted after this period.

17.2 Most Vehicles are covered by the manufacturer's warranty, conditions and 24hr roadside assistance programmes.

This service covers any technical malfunction of the Vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the warranty period and for which a warranty claim is not excluded.

Please note the manufacturer does not generally cover;

- (a) The Vehicle running out of fuel.
- (b) The keys being locked inside the Vehicle or lost.
- (c) Flat batteries caused by incorrect usage of the batteries and or incorrect usage of any equipment that requires the batteries to operate.
- (d) A breakdown caused by damage caused in an accident.
- (e) A breakdown caused by wilful neglect.

17.3 The lessor provides 24hr on road assistance support, outside office hours (including weekends and public holidays) some delays may occur.

18) VEHICLE AVAILABILITY

18.1 Vehicles cannot be requested by make or model, only by Vehicle category.

18.2 The lessor will endeavour to supply the Vehicle category selected, however should the Vehicle booked be unavailable through unforeseen circumstances, the lessor reserve the right to substitute an alternative Vehicle without prior notification. The alternative Vehicle shall be as close a substitute for the booked Vehicle as possible. The lessor will reasonably determine what, if any, refund may be warranted if a Vehicle substitution is required.

18.3 Should the Customer decide to voluntarily downgrade their Vehicle type than that booked, they will not be entitled to any refund.

19) TITLE TO VEHICLE

The Customer acknowledges that the lessor retains title to the Vehicle at all times. The Customer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

20) FOR YOUR PROTECTION

New Zealand legislation provides limited coverage for personal injury. The lessor does not accept any liability for personal injuries sustained during the rental and recommend the hirer does not leave valuables in the Vehicle and that they have personal travel insurance to cover for the loss/damage of personal belongings.

21) VEHICLE DAMAGE

21.1 The Customer understands that:

The Vehicle is insured for Third Party Vehicle and property damage

21.2 Customer will be responsible for the total cost of any damage (as per clause 21.5) if the Customer breaches any of the conditions of clause 15 and 22.

21.3 The hirer will not have to pay a liability for any damage to the Vehicle, subject to clause 22. This cover includes unlimited tyre and windscreen cover, overhead and underbody as well as single vehicle accident and single vehicle rollover damage.

21.4 The Vehicle Security Deposit applies in respect of each claim, not rental.

21.5 Damage includes any and all damage to Third Party property, damage to the rented vehicle including windscreens, tyres, towing and recovery costs, overhead and underbody damage, theft, fire, break in or vandalism. A processing fee of NZ\$60 will be applicable per accident claim.

22) EXCLUSIONS

The Customer acknowledges that they are responsible for all costs for the following damage. Damage as identified below is specifically excluded and the Customer remains fully liable for all costs incurred.

- a) for any damage due to Vehicle use in contravention of clause 15 'Use of Vehicle';
- b) any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle) and driving under the influence of alcohol or drugs and negligence resulting in damage to the hired Vehicle or Third Party Vehicle/property;
- c) for any loss or damage to personal belongings: The lessor recommends the Customer does not leave valuables in the Vehicle and that they take out personal travel insurance;
- d) If the Customer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the hired Vehicle or Third Party Vehicle/ property;
- e) the cost to retrieve or recover a Vehicle, which may include, but is not limited to a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;
- f) the cost to replace keys, which have become lost, stolen, or damaged or retrieval of keys, which have been locked in the Vehicle;
- g) drivers not identified on the Rental Agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence;
- h) any damage caused to the Vehicle due to the use of snow chains;
- i) for damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in Vehicle manual; and
- j) for any cost associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel.

23) VEHICLE SECURITY DEPOSIT

23.1 On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit. The Customer authorises the lessor to deduct from the Vehicle Security Deposit any amounts due by them to the lessor arising out of the Agreement. The Vehicle Security Deposit amount is NZ\$250 payable by the Customer's credit card only. An imprint of the Customer's credit card will be taken for the Vehicle Security Deposit amount.

23.2 The Vehicle Security Deposit is fully refundable, provided the Vehicle is returned on time, to the correct location, undamaged, in a reasonably clean condition, the toilet cassette and waste water tank emptied and with a full fuel tanks (fuel being petrol or diesel).

23.3 The lessor reserves the right to retain an NZ\$250 cleaning fee if the Vehicle is not returned in a clean condition. This includes smoking related cleaning as smoking is not permitted in the vehicle. The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional NZ\$125 soiling fee will be retained.

24) PROCEDURES IN CASE OF ACCIDENT

If the Customer is involved in a motor Vehicle accident whilst on hire, the following procedures should be followed:

A) At the accident scene the Customer must:

- 1. Obtain the names and addresses of Third Parties and any Witnesses.
- 2. Report the accident to police, regardless of estimated damage costs.
- 3. Not accept blame or insist the other party is at fault.
- 4. If possible, photograph damage to all Vehicle(s) and registration number(s).
- 5. Phone the nearest lessor Branch with the accident's details within 24 hours.

B) At the Branch

- 1. The Customer must produce their Driver's Licence and hand over the police report (if applicable) and any supporting photographs.
- 2. The Customer is required to pay any amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.
- 3. The lessor reserves the right to charge the daily rental rate for the period the Vehicle is off fleet for accident repairs.
- 4. The lessor Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the Customer.

C) Exchange Vehicle

- 1. The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (see below).
- 2. If an Exchange Vehicle is required as a result of an accident the lessor will deliver the Vehicle to the Customer's location.
- 3. The Customer will pay for any costs relating to delivery of the Exchange Vehicle.
- 4. A new Vehicle Security Deposit will be required for the Exchange Vehicle.

D) Time Frame for Settlement of Customer Liability Claims

- 1. The lessor shall use best endeavours to ensure that any money due back to the Customer is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve the lessor cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to lessor's Insurer and the Third Party, whether they be insured or not.
- 2. The lessor agrees to refund any Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment relating to Third Party claims.
- 3. For information regarding outstanding claims or Vehicle Security Deposit refunds please contact the Claims during office hours.
- 4. The Customer agrees to provide all reasonable assistance to the lessor in handling any claim including providing all relevant information and attending Court to give evidence.

Important Note: Under no circumstances should the Customer attempt to start or drive a Vehicle that has been involved in an accident, damaged by roll-over, water submersion or any other means without permission from the lessor.

25) RELEASE AND INDEMNITY OF THE LESSOR

25.1 The Customer releases the lessor, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle.

25.2 The Customer hereby indemnifies and shall keep indemnified the lessor, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customer's use and/or possession of the Vehicle.

25.3 Any indemnity required of the Customer shall not operate to indemnify the lessor in respect of any negligent act by the lessor.

26) FREEDOM CAMPING AND TOLL AND TRAFFIC OFFENCES

26.1 The Customer is liable for an offence committed during the Rental Period involving the use of the Vehicle where the offence was:

- (a) a speeding offence, an offence in respect of failure to comply with the directions given by a traffic signal, or a toll offence where such offences were detected by approved Vehicle surveillance equipment;
- (b) an offence for parking in 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) an offence under section 20(1) of the Freedom Camping Act 2001 involving the use of the Vehicle.

26.2 The Customer agrees to pay any infringement fee and costs that may become payable because of an infringement notice served on lessor for any of the offences set out in clause 26.1(a)-(c), including an

administration fee of up to NZ\$60 for associated administration costs. This administration fee will be applicable per offence.

26.3 Subject to the lessor complying with clause 26.4 and 26.5, the Customer authorises the lessor to debit the Customer's credit or debit card for any infringement fees and costs, including any administration fee under clause 26.2.

26.4 If the lessor receives:

(a) an infringement notice, the lessor will send the Customer a copy of the infringement notice and this Agreement, together with a notification that if the lessor receives a reminder notice in respect of the infringement notice, the lessor will debit the Customer's credit or debit card for the amount of the infringement fee (plus an administration fee of up to NZ\$60);

(b) a reminder notice only, the lessor will send the Customer a copy of the reminder notice and this Agreement, together with a notification that the lessor will debit the Customer's credit or debit card for the amount of the infringement fee (plus an administration fee of up to NZ\$60).

26.5 All notifications under clause 26.4 will be sent to the address provided by the Customer within 5 working days of receipt of the infringement or reminder notice (whichever is applicable).

26.6 The Customer has the right to:

(a) challenge, complain about, query or object to the alleged offence to which the infringement notice or reminder notice relates, to the issuing enforcement authority.

(b) 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.

27) RENTAL CHARGES

Total charges as set out in the Rental Agreement are not final. The Customer will pay any shortfall in charges to the lessor and the Customer will receive a refund for any overcharges made by the lessor. Wherever possible, any amendment to charges will be notified to the Customer at conclusion of rental, and the Customer agrees to payment of any such charges at that time.

28) ROAD USER CHARGE RECOVERY FEE (RUCRF)

A Road User Charge Recovery fee is included in the daily rental rate. The lessor reserves the right to amend the Road User Charge Recovery Fee in response to changes in Government Road User Charges.

29) PAYMENT OF CHARGES - JOINT AND SEVERAL LIABILITY

All charges and expenses payable by the Customer under this Agreement are due on demand by the lessor including any collection costs and reasonable legal fees incurred by the lessor. When the Customer comprises of more than one person, each person is liable, jointly and severally for all obligations of the Customer pursuant to this Agreement.

30) CREDIT AND DEBIT CARD PAYMENT

30.1 If a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a Customer.

30.2 The following credit or debit cards will be accepted: Visa Card, MasterCard and American Express. Only the Customer's credit card is acceptable to use for the purpose of the Vehicle Security Deposit.

30.3 When payment is made by credit or debit card, the Customer agrees that:

a) The lessor is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer's credit or debit card issuer all amounts due by the Customer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a Third Party and all other additional charges as they are incurred including all freedom camping, parking and traffic offence penalties, road toll fines and associated administration costs;

b) the Customer will not dispute his/ her liability to the lessor for any amount properly due under this Agreement and the Customer shall indemnify and keep indemnified the lessor against any loss incurred (including legal costs) by reason of notifying the Customer's credit or debit card issuer of such dispute;

c) in the event that the lessor elect to accept payment of the Vehicle Security Deposit by holding a signed and authorised open credit or debit card voucher which is returned to the Customer at the completion of the Rental Period, the Customer agrees that the lessor is entitled to recover payment from the Customer's credit or debit card issuer pursuant to paragraph (a) in respect of any amounts due which were not known at the time of return of the voucher; and

d) The lessor may process credit or debit card charges pertaining to the rental after the hire period.

30.4 The Customer acknowledges that all transactions under this Agreement are conducted in New Zealand dollars. Due to exchange rate fluctuations and bank fees, there could be some variance between the amount initially debited against the Customer's credit or debit card and the amount refunded. The lessor accepts no liability for any such variation.

31) PERSONAL AND COMPANY CHEQUES

Personal and Company cheques will not be accepted as payment for rentals at the time of pick-up. These must be received by the lessor 14 days prior to commencement of rental. Personal or Company cheques are not acceptable as the Vehicle Security Deposit.

32) CONDITIONAL UPON PAYMENT

The Customer agrees that provision of any rental Vehicle is conditional upon the lessor being paid by the Travel Agent or Travel Wholesaler who arranged the Vehicle rental on the Customer's behalf. The lessor reserves the right to collect payment from the Customer in the event of a failure by the Travel Agent or Travel Wholesaler to pay for the rental.

33) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

33.1 The Customer acknowledges that the lessor may refuse any rental, terminate this Agreement and/ or repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

(a) the Customer is in breach of any material term of this Agreement, particularly clauses 15 and 37;

(b) the Customer has obtained the Vehicle through fraud or misrepresentation;

(c) the Vehicle appears to be abandoned;

(d) the Vehicle is not returned on the agreed return date or the lessor reasonably believe that the Vehicle will not be returned on the agreed return date; or

(e) The lessor considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

33.2 The Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges or the Vehicle Security Deposit.

34) CANCELLATIONS

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply.

Cancellation fees apply as follows:

- If cancelled up to 22 days prior to pick-up **No Fee**
 - If cancelled from 21 to 7 days prior to pick-up **20% of Gross Rental**
 - If cancelled 6 to 1 days prior to pick-up **50% of Gross Rental**
 - If cancelled on day of pick-up or No-Show **100% of Gross Rental**
- If Vehicle is returned early no refund will be available.

35) PROPER LAW

This Agreement is governed by the laws of New Zealand.

36) CUSTOMER WARRANTIES

The Customer warrants that all information supplied by them to the lessor in connection with this Agreement is true.

37) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this Agreement.

Terms and Conditions – Southern Africa Rentals

Standard Rates include:

1. 14% VAT (Value Added Tax) in South Africa and 15% in Namibia
2. Standard Excess Insurance Cover R/N\$45 000 excess
3. Administration and Credit Card Fees
4. Unlimited kilometres
5. Extra driver fee
6. All living, kitchen & sleeping equipment
7. Full water tank and gas bottle(s)
8. Vehicle cleaning & grooming fee
9. Nationwide 24/7 road side assistance & phone help-line
10. Fold Out Maps on applicable Southern Africa country visiting, with list of Caravan Parks in Southern Africa
11. Free transfers between depot and Airport or City Hotel (within 25km radius to depot) at pick up and drop off

Minimum Rental Duration and Costings

Minimum rental period: 7 days. Vehicle rentals are calculated on a per calendar day basis, i.e. day of pick-up or drop off is always counted as a full day irrespective of what time it is collected or dropped off. If booking falls into two seasons, then rates are split according to the number of days in each season.

Long-term Rental

Hires over 50-74 days 5% Discount on 28-49 Day Rate.

Hires over 75-99 days 10% Discount on 28-49 Day Rate.

Hires over 100+ days 15% Discount on 28-49 Day Rate.

Rental Locations

South Africa: Johannesburg, Cape Town

Namibia: Windhoek

Office Hours

Monday to Friday: (Including Public Holidays) 08:00 – 16:30

Saturday: 08:00 – 13:00

13:00 – 16:30 Surcharge of R500 applicable

Sunday: 08:00 – 16:30 Surcharge of R500 applicable

Christmas Day: Closed

(Late returns will be charged on a per day basis)

Vehicle Collection

Vehicle collection will take approx. 2-3 hours, depending on the questions asked and client feedback. This involves a thorough explanation and demonstration of the vehicle and its equipment.

Please note: Should there be any problems with the vehicle whilst in your care, please advise the lessor within 24 hours, we will not be held liable or compensate for any time lost if the problem is only reported to us on drop off.

Vehicle Return

When bringing the vehicle back, an hour should be set aside in order for vehicle / equipment to be checked. All vehicles must be returned with a full fuel tank. Refuelling at our depot will be charged at ZAR/N\$ 2.00 per litre above the current price of fuel. Vehicles should be returned clean, in order for the vehicle check in to be done. An excessively dirty vehicle will be charged a cleaning fee of R/N\$1000.00. Toilet Cassette and Waste Water tank in the motorhomes should be emptied and returned clean, or a R/N\$1000.00 cleaning fee shall be charged.

One Way Rental Fee

For all one way hires within South Africa (JHB & CPT) a one way fee of R/N\$ 3,500.00 is applicable. A one way fee of R/N\$4,500.00 applies for all cross border one way hires (to Namibia - Windhoek and reverse). A one way fee of R/N\$ 6,500.00 applies for cross border one way hires to Maun – Botswana and reverse.

Licence and Minimum Age

A valid national driver licence is required. Non-English language national driving licences must be presented in conjunction with an official translation or valid international drivers licence. The minimum age is 21 years-max. 85 years. A Handling Fee of R/N\$250.00 shall be charged on all traffic fines.

Standard Excess Policy

All vehicles come with comprehensive insurance cover. A standard excess of R/N\$45,000.00 applies in the event of any damage to either our vehicle or third party property. The renter will also be fully liable for replacing or repairing damaged windscreens and tyres. A security bond of R/N\$45,000.00 will be taken on vehicle collection. The security bond can be paid by traveller's cheque or credit card. Should the bond be paid by credit card the amount will be authorized with the bank, and will not be available until the return of the vehicle to the agreed location, on the agreed date, with no damage incurred to the lessor Campers vehicle or third party property and the toilet cassette has been emptied and no items are lost or damaged.

The lessor offers the following two (2) options to reduce or waive the Standard Excess:

Excess Reduction 1

Excess Reduction 1 at R/N\$ 150.00 per day will reduce the excess for any damage to either vehicle or third party property to a maximum of R/N\$ 20,000.00. The renter, however, will be fully liable for replacing or repairing damaged windscreens, radio theft, Recovery costs, Replacement costs, clutch damage and tyres. The bond of R/N\$ 20,000.00 can be paid by traveller cheque or credit card. Should the bond be paid by credit card the amount will be authorized with the bank, and will not be available until the return of the vehicle to the agreed location, on the agreed date, with no

damage incurred to the lessor vehicle or third party property and the toilet cassette has been emptied and no items are lost or damaged.

In case of any damage to the lessor vehicle or third party property a second bond will be collected to cover the excess for any subsequent damage.

All Inclusive Rate

An All Inclusive rate at R/N\$ 300.00 per day will waive the excess for any vehicle and third party property damage and the cost of replacing or repairing of windscreens and tyres (including repairs), radio theft, undercarriage as well as overhead damage and recovery costs. A security deposit of R/N\$2,500.00 is payable at the time of pickup to ensure that the vehicle is returned to the agreed location, on the agreed date in clean condition and with the toilet cassette and waste water tank has been emptied and no items are lost or damaged. For travel into the Okavango Delta, Moremi and Savuti areas in Botswana a holding deposit of ZAR / N\$ 25, 000.00 is required due to the high water damage risk which is not covered by any of the lessor Waivers. This deposit will be released upon return of the 4WD.

PLEASE NOTE THAT SINGLE VEHICLE ACCIDENT IS INCLUDED IN ALL INSURANCE OPTIONS, APPLICABLE EXCESS SHALL APPLY Clutch replacement or damage due to client negligence is not covered with any of the insurance options. The lessor allows an allowance of up to three days after vehicle collection where the costs are the responsibility of the lessor. A handling fee of R500.00 is charged on all accident damages irrespective of the insurance option taken.

IMPORTANT:

The renter is fully liable for any damage to the vehicle or third party property if:

1. The terms of the rental contract are breached.
2. Damages sustained whilst the renter/driver is in breach of any traffic laws or ordinances.
3. Damage to the vehicle which is caused by careless, wilful or reckless driving.
4. Driving under the influence of alcohol or drugs.
5. Driving on restricted roads.
6. Water submersion or salt water damage.
7. The vehicle was driven in a country in which written approval was not obtained from the lessor.
8. Incorrect use of diff locks and/or transfer cases, i.e. driving on tar roads with diffs engaged.

Please Note: A replacement vehicle will only be dispatched once payment of all damages / recovery costs to the first vehicle is made. The lessor reserves the right to withhold a replacement vehicle; this does not entitle the client to any claims against the lessor.

Accidents

By law all accidents must be reported to the lessor and the Local Police within 24 hours. Failing to report accidents may void all insurance cover and the Hirer becomes fully liable for all costs.

1. If the rental vehicle is involved in an accident or is not driveable due to mechanical breakdown, a replacement vehicle, may be collected from the closest branch.
2. If the hirer requires a replacement vehicle to be delivered, then these charges will be for the hirers account.
3. The hirer is responsible for the recovery of the damaged vehicle to the original rental branch.
4. If the hirer is unable to take a replacement vehicle, no refunds for early termination of the contract will be considered.
5. No refund of rental days lost will be considered during the period in which a replacement vehicle is being replaced.
6. Should the hirer continue with a replacement vehicle then a new rental contract and insurance conditions will apply.
7. Should a replacement be needed due to a fault on lessor's side we will replace the vehicle within 24 hours in South Africa and 48 hrs outside of South Africa.

Road Restrictions

Motorhomes can only be driven on sealed, bitumen and gravel roads in SOUTH AFRICA (INCLUDING Swaziland & Lesotho) only. In the case of group tours with Campervans & Motorhomes the lessor will consider confirming the booking by pre approving the route in which these vehicles shall be driven. 4WD Campers are allowed to be driven on public bitumen / tar roads as well as on public recognized 4x4 tracks in Botswana, Mozambique (Up to Vilanculous only), Namibia, South Africa, Zambia (Up to Livingstone only) and Zimbabwe (Up to Harare only). **Special permission is required from the lessor for travelling further than the areas mentioned and for use in other countries.** If permission is granted by the lessor a disclaimer document needs to be signed by the client on pick up of his vehicle. No Entry allowed into Malawi and Tanzania. A one off cross border fee of R500.00 applies for cross border documentation into Botswana, Lesotho, Mozambique, Namibia, Zambia, Zimbabwe and Swaziland.

Repairs

Repairs of up to R/N\$ 1,000.00 may be affected without authorisation and will be reimbursed. Amounts above R/N\$ 1,000.00 require approval from the lessor on-road assistance.

Infringements

The hirer is liable for all fines and penalties in relation to the driver's use

of the vehicle or the vehicle itself incurred during the rental period plus an administration fee of ZAR/N\$250 for each infringement or penalty notice that has been redirected by the lessor to the hirer.

Cancellation Fees

Fees in Percentage of Gross Rates if:

25 days before pick up = No fee

24 days to 7 days before pick up = 25%

Less than 7 days before pick up = 50%

No Show = 100%

Early return or late collection = No Refund

Additional Equipment and charges

To be booked at time of reservation and payable on vehicle collection.

Umbrella = R/N\$200 per hire

Baby/Child Seat = R/N\$200 per hire

GPS = R/N\$50 per hire (Max R/N\$750)

Satellite/Mobile Phones = On Request

Change of Vehicle

If, for reasons beyond our control, the reserved vehicle is not available, we reserve the right to substitute a comparable or superior vehicle at no extra cost to the client. This shall not constitute a breach of contract and does not entitle the renter to any form of refund.

Taxes

All charges include 14% VAT in South Africa and 15% in Namibia. All rates and conditions are subject to change in accordance with changes in government taxes.

General

Any claims or legal action in connection with the provision of our services to the client will be governed by the laws of South Africa/Namibia. Any claim or legal action against the suppliers is likely to be subject to the terms and conditions of our contract with them.

Please Note:

Rates and conditions may be subject to change. Whilst including the same facilities, some campers may have different layouts to those shown. All measurements and volumes shown are approximate. The information provided is subject to change without notice.