

## TRAVEL CAR CENTRE - RENTAL VEHICLE AGREEMENT TERMS & CONDITIONS - JULY 2017

Thank you for choosing Travel Car Centre. These are the Terms and Conditions that apply to and form part of Your Rental Agreement with Travel Car Centre. These terms and conditions do not exclude, restrict or modify the application of any provision, the exercise of any right, or the imposition of any liability under any statute, including the Australian Consumer Law or the Competition and Consumer Act 2010.

**1. DEFINITIONS:** 'Agreement' means the Rental Agreement and these Terms and Conditions. 'You' means the hirer of the Vehicle and each person registered as a driver. 'TCC' means Travel Car Centre. 'Vehicle' means the Vehicle hired by You and includes tyres, all accessories, camping equipment and any additional items hired. 'Security Bond' means the bond paid by You to TCC which will be used to reimburse TCC for the cost of any Damage caused to the Vehicle under the terms of this Agreement. 'Unsealed Road' means a road not sealed with a hard material, such as tar bitumen or concrete.

**2. PAYMENT:** 2.1 The rental charges, bond and all additional charges set out in this Agreement are in Australian Dollars, inclusive of GST.

2.2 Payment of rental charges are due as stated in the Rental Agreement.

2.3 Payment of any Liability Reduction Offer must be made no later than at the time of vehicle collection.

### **3. SECURITY BOND:**

3.1 The Liability Deposit as stated in the Rental Agreement is required upon the collection of the Vehicle. You must provide a valid Visa or Mastercard to pay the Security Bond and the amount will be debited to Your card on the day of Vehicle collection. The credit card holder must be present and able to sign for the Security Bond upon Vehicle collection.

3.2 A reduced bond is payable if a Liability Reduction option is taken out. Both Liability Reduction Options can be taken out at the time of Vehicle collection.

3.3 The Security Bond is fully refundable, provided the Vehicle is returned without Damage and within the agreed rental period.

3.4 TCC may deduct from the bond all amounts payable under this Agreement. By way of summary, these charges include, but are not limited to, any costs arising under clause 11.

3.5 All transactions under this agreement are conducted in Australian Dollars. Due to exchange rate fluctuations and bank fees, there may be a variance between the amount initially debited against Your credit card and the amount refunded. TCC accepts no liability for any such variation.

### **4. DELIVERY AND RETURN OF VEHICLE:**

4.1 The vehicle is delivered to You in clean, good operating condition and with full fuel tanks and gas cylinders.

4.2 You agree to return the vehicle and all included equipment in the same clean condition, to the location specified in the contract and on the date there specified.

4.3 Change of drop off location (any TCC depot): after the rental has commenced, additional charges up to \$1000 may apply.

4.4 If You wish to return the Vehicle later than specified in the Rental Contract, You need to seek approval from TCC in writing. If You fail to obtain such approval, You will be liable to pay a late return charge of twice the daily rate for each day or part day that the Vehicle is not returned. This will be charged to Your credit card.

4.5 You will be responsible for the Vehicle until it has been checked in by a TCC staff member.

### **5. VEHICLE SUBSTITUTION:**

5.1 TCC will endeavour to supply the Vehicle selected. However, should the vehicle booked be unavailable, TCC reserve the right to substitute an alternative Vehicle without prior notification.

5.2 Should the alternative Vehicle result in a downgrade, You will be entitled to a refund.

### **6. DRIVERS:**

6.1 A current, full, non-probationary motor vehicle driver's licence is required for all drivers. The original licence must be presented and registered with TCC for each driver at the time of Vehicle delivery.

6.2 Drivers must be 21 years of age or over.

### **7. USE OF THE VEHICLE:**

7.1 You agree that You will not allow the Vehicle to be:

a) driven otherwise than in a prudent and cautious manner. A vehicle rollover is considered a breach of this condition. A single vehicle rollover may include, but is not limited to, a Vehicle that has rolled, tipped or fallen over and this has caused Damage to the engine, side and/or roof area of the Vehicle;

b) driven by a person in contravention of clause 6 and/or where a licence has been cancelled or suspended;

c) driven at a speed in excess of a speed limit displayed in relation to the road You are driving on and as posted by the relevant State or Territory authority;

d) driven by a person under the influence of drugs or alcohol or with a blood alcohol level in excess of that permitted by law;

e) driven in breach of road signs, road traffic laws or the directions of local authorities;

f) used for any illegal purpose or in any rally, race or contest;

g) used to carry more persons than is permitted by law;

h) used to carry volatile liquids, gases, explosives or other corrosive or flammable material inside the Vehicle;

i) used for the purpose of transportation of goods other than what might be reasonably expected of a leisure rental;

j) used to tow any vehicle or trailer;

k) left unlocked while it is unoccupied;

l) submerged in water, brought into contact with salt water;

7.2 Driving restrictions apply as follows:

a) Campervans are not to be driven on any unsealed road except for reasonable use of access roads limited to recognised commercial campgrounds and National Parks. Any 4WD Tracks and Gravel Roads such as Gibb River Road / Great Central Road / Buchanan Hyw / Buntine Hyw / Tanami Rd / Sandover / Plenty Hyw / Savanna Hyw / Cape York & access to Lawn Hill NP are not allowed with a 2WD Campervan;

b) above 60 km/hr on any gravel, dirt or other unsealed road;

- c) any unformed tracks and beaches;
- d) along the Canning Stock Route (except for Kat E Outback Troopcarrier and with written permission of TCC);
- e) on Fraser Island and along the Old Telegraph Track on Cape York;

7.3 In addition to the restrictions contained in clause 7.2, TCC may at any time further restrict vehicle movement due to adverse road or weather conditions, including but not limited to flooding and bush fire;

7.4 Smoking in the Vehicle or roof tent is not permitted;

#### **8. MAINTENANCE AND REPAIRS:**

8.1 You must take all reasonable steps to properly maintain the Vehicle, including daily check of oil, water and batteries;

8.2 You must stop the vehicle immediately, should any Vehicle warning lights indicate any potential malfunction;

8.3 Any repairs during the rental period need prior approval by TCC. TCC will also advise the choice of repairer;

8.4 You will pay for the cost of replacing or repairing tyres damaged (other than normal wear and tear) during the rental period; (subject to additional cover level)

#### **9. ON-ROAD ASSISTANCE:**

9.1 Any problems associated with the Vehicle including equipment failure, must be reported to TCC immediately in order to give TCC the opportunity for rectification during the rental.

#### **10. FOR YOUR PROTECTION :**

Whilst personal injury is covered in most cases through Registration Third Party Insurance, we strongly recommend that all people travelling in Australia take out Personal Travel Insurance. TCC does not accept any liability for personal injuries or Damage to personal items sustained during rental.

#### **11. VEHICLE DAMAGE:**

11.1 The vehicle is insured for Third Party Vehicle and Property Damage;

11.2 Damage includes any and all Damage to third party property, Damage to the rented Vehicle including tyres, towing and recovery costs, theft, fire, break in or vandalism. The costs of any Damage will include the costs of repairing the Damage, and the costs of the daily rental rate for the period the vehicle is being repaired.

11.3 You are responsible for any Damage incurred whilst the Vehicle is in Your possession;

11.4 You understand that:

a) You must pay the cost of any Damage repair (for each claim) up to the excess stated in the Rental Agreement and this excess doubles in case of any Damage incurred on unsealed roads;

b) Your excess may be reduced by taking out one of TCC's Liability Reduction Options.

11.5 You will be liable to for the total cost of any Damage and Liability Reduction is void if:

a) You breach any terms of this agreement, and that breach is the cause of or contributes to the relevant Damage;

11.6 In the event of Damage subject to clause 11.5, TCC is authorised to deduct the amount due from your Credit Card at any time.

#### **12. EXCLUSIONS:**

12.1 You acknowledge that, irrespective of the level of cover you have taken out, You are responsible for all costs arising out of, or incurred in connection with:

a) Damage due to vehicle use in contravention of this Agreement;

b) Damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle);

c) Damage associated with the incorrect use of fuel (fuel being diesel or petrol);

d) Damage to the interior of the Vehicle regardless of cause, except where there is a collision with another vehicle;

e) any Damage where You are charged by local authorities for being careless, showing gross negligence or wilfulness in failing to abide by the local road rules;

f) replacing keys which have become lost, stolen or retrieval of keys which have been locked in the vehicle;

g) any Overhead Damage caused to the Vehicle;

h) any single vehicle accident (as described in clause 7.1 a)

i) retrieving or recovering a Vehicle which may include, but is not limited to a Vehicle that has become bogged, submerged, caught, trapped or stuck and/or has been abandoned;

#### **13. CANCELLATIONS:**

Cancellation fees apply as follows, if cancelled within:

- 55 days or more there is no fee and Your 10% part-payment will be refunded;
- 54 to 31 days prior to pickup: 10% of the rental charges;
- 30-15 days prior to pickup: 30% of the rental charges;
- 14-1 day prior to pickup: 50% of the rental charges;
- On the day of the pickup or no-show: 100% of the rental charges;

We strongly recommend You and Your travel companions obtain travel & cancellation insurance.

I have read and understood these Terms & Conditions:

\_\_\_\_\_  
Date & Place

\_\_\_\_\_  
Signature