



### **Mighty Terms and Conditions for Motorhome Rental (Australia)**

**Valid 01 April 2021 - 31 March 2022**

This document contains a summary of some of the Rental Conditions. For full detailed Conditions refer to the Rental Agreement on pick-up.

#### **Standard Daily Rates include:**

- All rates are inclusive of Goods and Services Tax (GST\*) and are in **Australian Dollars**
- Rental basis is per calendar day and are to be picked up and returned during depot opening hours
- Unlimited Kilometres
- Vehicle liability (liability applies, see information under the heading 'for your protection – vehicle liability')
- Freshly laundered Linen and bedding\*
- 'Like a Local' in-trip tablet with GPS, travel and vehicle user tips and more
- Kitchen Equipment\*
- General Equipment\*
- Customer Care 24 hour, 7 days per week road service helpline (toll free)

#### **\*Goods and Services Tax (GST)**

GST is an Australian Federal Government imposed tax. GST is included in all Mighty rates and is currently 10%. Mighty reserves the right to amend GST upon Government intervention.

#### **\*Freshly laundered Linen and Bedding**

Includes pillow, pillowcase, sheet and towel per person and one doona (duvet)/sleeping bag per bed.

#### **\*Kitchen Equipment**

Includes plates, bowls, cups and drinking glasses. Cutlery and cooking utensils. Bottle/can opener, mixing bowls, colander, saucepans, frying pans, chopping board, gas kettle, electric jug, toaster and tea towel.

**Please note it is mandatory for all customers to complete the Customer Self Check In Service (online).**

#### **Long Hire Discount**

21+ days – 8% off regular rental rates\*

\*Discounts apply to the daily vehicle rate only.

## Fees

One-way Rental Fees	Where pick up originates from Cairns, Brisbane, Sydney, Melbourne, Hobart or Adelaide, and returns to these locations		\$165
	Where pick up originates from Darwin, Alice Springs or Perth, and returns to any location Where pick up originates from any location and returns to Darwin, Alice Springs or Perth		\$250
Location Fee	Hobart pick up fee		\$100
Extra Driver Fee	A fee per extra driver, per hire applies. \$2 per day (maximum charge per hire, per driver is \$30)		
Public Holiday Surcharge – National Holidays	05 April 2021	Easter Monday	\$100
	25 April 2021	ANZAC Day	\$100
	26 December 2021	Boxing Day	\$100
Public Holiday Surcharge – State Holidays	03 May 2021	May Day (Alice Springs & Darwin branches only) Labour Day (Brisbane & Cairns branches only)	\$100
	07 June 2021	Western Australia Day (Perth branch only)	\$100
	14 June 2021	Queen’s Birthday (Adelaide, Alice Springs, Darwin, Melbourne, Sydney & Hobart branches only)	\$100
	02 July 2021	Alice Springs Show Day (Alice Springs branch only)	\$100
	23 July 2021	Darwin Show Day (Darwin branch only)	\$100
	02 August 2021	Picnic Day (Alice Springs & Darwin branches only) Bank Holiday (Sydney branch only)	\$100
	11 August 2021	Royal Queensland Show (Brisbane branch only)	\$100
	27 September 2021	Queen’s Birthday (Perth branch only)	\$100
	04 October 2021	Queen’s Birthday (Brisbane & Cairns branches only) Labour Day (Adelaide & Sydney branches only)	\$100
	02 November 2021	Melbourne Cup (Melbourne branch only)	\$100
	14 February 2022	Royal Hobart Regatta (Hobart branch only)	\$100
	07 March 2022	Labour Day (Perth branch only)	\$100
	14 March 2022	Adelaide Cup (Adelaide branch only) Labour Day (Melbourne branch only) 8 Hours Day (Hobart branch only)	\$100

### Note

- Public Holiday Surcharge will apply to all rentals picking up and/or dropping off on National public holidays listed above.
- Public Holiday Surcharge will apply to all rentals picking up and/or dropping off on State public holidays listed above.
- The one-way fee if applicable is charged per hire. Minimum one-way rental duration may apply.

<b>Additional Booking Options</b>		<b>Campervan &amp; 4WD</b> <b>\$5,000</b> <b>\$3,500</b> (Highball & Double Down)	<b>Inclusive Pack</b> <b>\$39 per day</b> Highball & Double Down <i>(max charge \$1950)</i> <b>\$51 per day</b> All other campers <i>(max charge AU\$2,550)</i>	<b>Express Return Pack<sup>5</sup></b> <b>AU\$165</b> <b>AU\$265</b> Toilet Shower returning to: Cairns, Sydney, Perth or Melbourne
<b>Inclusions</b>	<b>Est. retail value per hire</b>			
<b>Vehicle Liability \$3,500 or \$5,000</b> (debited to credit or debit card)		✓		
<b>Liability Reduction Option</b> (liability reduced to Nil) <sup>1</sup>	Per day \$30 (Highball & Double Down) \$40 for all other campers		✓	
<b>Single Vehicle Rollover cover<sup>2</sup></b>	AU\$100		✓	
<b>Extra Driver Fees</b>	AU\$20		✓	
<b>Linen Exchange</b>	AU\$50		✓	
<b>Picnic Table</b>	AU\$25		✓	
<b>Picnic Chairs</b> (chairs per person travelling)	AU\$18		✓	
<b>Baby/Booster Seat – on request</b> (cannot be fitted in some vehicle categories)	AU\$36		✓	
<b>Portable fan heater if required</b>	AU\$16		✓	
<b>Return Gas Bottle Empty</b>	AU\$30 – AU\$50			✓
<b>Return fuel tank empty</b>	AU\$100			✓
<b>Toilet and Waste Water Emptying Service<sup>3</sup></b>	AU\$50			✓
<b>Express Key Return<sup>4</sup></b>				✓

<sup>1</sup> **Liability Reduction Option** – Reduces Liability to Nil

<sup>2</sup> **Single Vehicle Rollover Cover** – The customer will not have to pay for the costs of any damage attributed to an accidental single vehicle rollover

<sup>3</sup> **Toilet emptying Service** – Only available at Cairns, Melbourne, Perth and Sydney branches

<sup>4</sup> **Express Key Return** – In conjunction with Liability Reduction Option or the Mighty Inclusive Pack

<sup>5</sup> **Express Return Pack** – Pricing and inclusions are subject to change.

## Vehicle Liability and Reduction Option

Personal injury is covered in most cases through Registration Third Party insurance. Mighty does not accept any liability for personal injuries sustained during the rental. Except where such loss or damage is caused by Mighty's (or that of its employees) own negligence or breach of the Mighty Rental Agreement Terms and Conditions, Mighty does not accept liability for any loss or damage to any personal belongings or property of the Customer (or any person or entity related to the customer). Mighty strongly recommends that the customer takes out personal travel insurance to cover any injury or loss.

In the USA a liability is referred to as the "deductible".

All vehicles are insured for the damage to the vehicle or to the property of a third party. The customer is responsible for the first \$3,500 ("the liability") for the Highball, Jackpot and Double Down, and \$5,000 ("the liability") for all other campervans of the cost of any damage to third party property or to the rented vehicle, including single vehicle accident (does not include single vehicle roll over), windscreen and tyre damage, towing and recovery costs, theft, fire, break-in or vandalism with the exception of the 'Exclusions'. Where the damage is the customers fault, this also includes the cost of the daily rental for the period the vehicle is being repaired. In addition to these costs, an administration fee of \$60 may apply, per claim. The liability applies in respect of each claim, not rental. The \$3,500 or \$5,000 liability can be reduced by purchasing the Liability Reduction Option or the Mighty Inclusive Pack.

### <sup>1</sup> Liability Reduction Option

Cost per Day	Liability Reduced to:
\$30 (maximum charge \$1,500) for the Highball, Jackpot and the Double Down	NIL
\$40 (maximum charge \$2,000) for all other campervans	NIL

When the liability Reduction Option has been purchased, the hirer will have no liability at all with the exception of the 'exclusions'.

The maximum public liability is \$20,000,000, sub limits may apply. Please note that the maximum public liability may change during the course of the year for which these terms apply.

**We strongly recommend our customers take the Mighty Inclusive Package for travel with peace of mind.**

### Liability Deposit

If a Liability Reduction Option or the Mighty Inclusive Pack is not taken, the customer must pay the Liability Deposit. The Liability Deposit is \$3,500 or \$5,000 and is applicable regardless if the hirer has purchased private travel insurance.

The customer must provide a valid credit or debit card to pay the Liability Deposit and the amount will be debited to the customer's credit or debit card on the day of vehicle collection. The credit or debit card holder must be present and able to sign for the liability Deposit upon vehicle collection. The credit or debit card holder is jointly and severally liable for any damage to the rental vehicle. **Any type of pre-paid travel card is not acceptable as a means to provide liability deposit.**

The Liability Deposit is subject to a 1.7% credit card administration fee in addition to the Liability Deposit amount when the card used is either a Visa credit or debit card or MasterCard credit or debit card, or 2.8% when the credit card used is American Express. The credit card administration fees are subject to change.

The Liability Deposit is fully refundable, including the 1.7% credit card administration fee, if the card used to provide the Liability Deposit is a Visa credit or debit card or MasterCard credit or debit card, provided the Vehicle is returned undamaged. Mighty recommend that customers use a Visa credit or debit card or MasterCard credit or debit card for the Liability Deposit, as the credit card administration fee that applies when using American Express credit card is not.

**Only Visa credit or Visa debit card, MasterCard credit or MasterCard debit card, or American Express credit card are acceptable to use for the purpose of the Liability Deposit.**

**Exclusions:**

**The Liability Reduction Option will not apply and the customer is responsible for all costs arising out of, or incurred in connection with:**

1. 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.
2. Any loss or damage to personal belongings or property of the customer (or nay person or entity related to the customer), except where such loss or damage is caused by Mighty's (or that of its employees) own negligence or breach of the Mighty Rental Agreement Terms and Conditions. Mighty recommends the customer does not leave valuables in the vehicle and that they take out personal travel insurance.
3. Any damage where the customer is charged by local authorities for being careless, showing gross negligence or wilfulness in failing to abide by the local road rules, resulting in damage to the hired vehicle or third-party vehicle/property.
4. Retrieving or recovering 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.
5. Replacing keys which have been lost or stolen, or retrieval of keys, which have been locked in a vehicle.
6. Overhead and underbody damage to the vehicle however caused except where Liability Reduction Option or the Mighty Inclusive Pack has been purchased.
7. Any single vehicle rollover except where the Mighty Inclusive Package has been purchased.
8. Damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in the vehicle manual. Vehicles are not to be used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
9. Damage caused by drivers not identified on the rental agreement and/or drivers whose licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence.
10. Any damage caused to the vehicle due to the incorrect use of snow chains.
11. Any damage associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Biofuel which should not be used or water or other contamination of fuel.
12. Any water related damage, which includes but is not limited to vehicle submersion, contact with salt water, creek or river crossings, driving through flooded areas and beach driving
13. The customer has fitted accessories (as provided by Mighty or otherwise) to the vehicle incorrectly or otherwise in a manner which causes damage to the vehicle, the accessories or any other vehicle or property.
14. Using the vehicle in contravention of any legislation or regulation controlling vehicular traffic.

### Rental Duration:

- Minimum and maximum rental periods apply and are subject to change.
- Minimum rental period is **5 days for same city rentals**, with exceptions noted below. One-way hires have increased minimum hire requirements – please refer to the one-way rental matrix below.
- Minimum rental period is **10 days** for hires where travel dates include **20 December to 10 January**
- **Mighty Double Up and Big Six rentals** from Sydney that collect during the Bathurst races will have a minimum rental requirement of **7 days**. The races usually occur in early October.
- **Mighty Double Up and Big Six rentals** from Melbourne that collect during the Phillip Island races will have a minimum rental requirement of **7 days**.
- Late Pick-up or early return of vehicle does not entitle the hirer to any refund of the unused portion of the rental.
- Mighty Pick Up is a self-service process and requires the Customer to have completed Self Check-In online or in the branch.
- If the customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Mighty (1800 670 232). The rental extension is subject to vehicle availability. The cost of an extended rental must be paid by credit or debit card over the telephone on confirmation of the rental extension. The rate charged may not reflect the original rate booked. Failure to obtain authorisation will result in a daily fee of AU\$150 in addition to the daily rate.

### Minimum time frames for one-way hires

	ADL	ASP	BME	BNE	CNS	DRW	HBT	MEL	PER	SYD
ADL		7	21	7	14	14	10	7	14	7
ASP	7		14	14	14	7	21	14	14	14
BME	21	14		28	21	10	28	21	10	21
BNE	7	14	28		7	14	14	7	21	7
CNS	14	14	21	7		14	14	14	28	14
DRW	14	7	10	14	14		28	14	14	14
HBT	10	21	28	14	14	28		7	28	10
MEL	7	14	21	7	14	14	7		14	7
PER	14	14	10	21	28	14	28	14		14
SYD	7	14	21	7	14	14	10	7	14	

## Operating Hours

**PEAK:** Mighty branches are open 7 days a week with the exception of Good Friday (10 April), Christmas Day (25 December), New Years Day (01 January) and Australia Day (26 January) when they are closed.

**OFF PEAK:** Mighty branches are closed on Sundays during off peak months. The Mighty Alice Springs, Darwin and Hobart branches are closed during off peak months. See below for more information.

**Mighty requests that clients collecting or returning their vehicles to be in the office by 1530 hours.**

Please note that the Jackpot is not available to or from Alice Springs, Darwin or Perth.

LOCATIONS	DATES AND HOURS OF OPERATION			
SYDNEY, MELBOURNE, ADELAIDE & PERTH	<b>1 April – 30 April</b> 8am – 4pm	<b>1 May – 31 August</b> 8am – 4pm Closed Sundays	<b>1 September – 31 March</b> 8am – 4pm	
BRISBANE	<b>1 April – 30 September</b> 8am – 4pm	<b>1 October – 28 February</b> 8am – 4pm Closed Sundays	<b>1 March – 31 March</b> 8am – 4pm	
HOBART	<b>1 April – 30 June</b> 07:30am – 4pm	<b>1 July – 31 August</b> CLOSED	<b>1 September – 31 March</b> 07:30am – 4pm	
ALICE SPRINGS, DARWIN & BROOME	<b>1 April – 30 April</b> 8am – 4pm Closed Sundays	<b>1 May – 31 October</b> 8am – 4pm	<b>1 Nov-30 Nov</b> 8am - 4pm Closed Sundays	<b>1 Dec-31 Mar</b> Closed
CAIRNS	<b>1 April – 30 April</b> 8am – 4pm Closed Sundays	<b>1 May – 31 October</b> 8am – 4pm	<b>1 November – 31 March</b> 8am – 4pm Closed Sundays	

## Multiple Rentals

Should a customer have more than one consecutive rental, the bookings can be combined to qualify for longer term hire discounts off the daily vehicle rates. Details on application.

## Road Restrictions

Campervans can only be driven on sealed/bitumen roads.

The only exceptions to this are well-maintained access roads of **less than twelve kilometres** to recognised campgrounds, major tourist attractions and well-maintained, recognised roads on Kangaroo Island (South Australia). Should a customer wish to travel on an unsealed road that is greater than twelve kilometres in length to access a recognised campground special permission can be arranged pending road condition, weather and distance. Please contact your local representative to discuss.

Mighty reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions.

Should a customer breach the road restriction rules by taking a vehicle on an unsealed road or restricted road Mighty may impose a fee on the customer of \$300 on each occasion that is identified by Mighty.

### **Licence and Age Restrictions**

A current and full open 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 a current international driving permit issued in the same country as the driver's licence was issued. An accredited English translation will be accepted in lieu of an international driving permit.

Drivers must be 21 years of age or over. If the rented vehicle is a Highball or Double Down; drivers must be 18 years of age or over.

### **Change of Drop-Off Location**

If the customer wishes to change the drop-off destination, they must first obtain authorisation from Mighty (1800 670 232). Subject to the change being approved, an additional charge of up to AU\$750 may apply.

### **Change of Vehicle**

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

### **Voluntary Downgrade**

Should the hirer decide to take a lesser vehicle than booked they will not be entitled to any refund. Note: Mighty reserves the right to refuse any rental at its discretion.

### **Vehicle Age**

All Mighty vehicles are a minimum of 4 years of age.

### **Transfers**

Mighty clients will need to make their own way to the and from the Mighty branch, at their own expense.

### **Toll and Traffic Infringements and Administration fees**

Mighty reserves the right to charge the customer for any speeding, toll way or parking or freedom camping fines. In addition to the costs associated per fine an administration fee of AU\$60 may be applicable.

If a customer continues to exceed a speed of 110km or continues to exceed the posted speed limit, as determined by the customer repeatedly ignoring the warnings of the telematics system fitted into the vehicle, Mighty may impose a fee on the customer in the amount of \$300.



### Credit and Debit Card Payments

The credit or debit card holder will be jointly and severally liable as a customer. Accepted cards are Visa credit or Visa debit card, MasterCard credit or MasterCard debit card and American Express credit card. A non-refundable **1.7%** administration fee will apply to all Visa and Mastercard transactions and **2.8%** to American Express cards. Credit card administration fees also apply to the Liability Deposit and **only the customer's credit or debit card is acceptable to use for the purpose of the Liability Deposit and the Credit Card Authority.** The credit card administration fee is subject to change.

### Credit Card Authority

The customer authorises Mighty to retain the details of their credit or debit card and to take any action to recover from the credit or debit card the amounts due by the customer pursuant to the Mighty Rental Agreement Terms and Conditions. These charges including, but not limited to, vehicle cleaning (this includes toilet and waste water tank emptying), speeding, toll way, parking or freedom camping fines, on road assistance, delivery and return of vehicle, late drop off fees, failure to return the vehicle with full diesel or petrol tanks or full LPG bottle (pre-paid fuel and pre-paid gas is included in the Express Return Pack), rental extensions or Exclusions. For security purposes, only the customer's Visa credit or Visa debit card, MasterCard credit or debit card, or American Express credit card can be used for the Credit Card Authority.

### Exchange Rate / Currency Variations

All credit and debit card transactions are conducted in Australian dollars. If a refund is due, Mighty will credit the amount due in full to the Customer's credit or debit card. Mighty does not accept any liability for credit or debit card fees or bank-imposed fees relating to currency conversion or foreign transactions, which may appear as a variation between the total debited and the total refunded.

### Booking Amendments

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

Amendments prior to the vehicle collection date will be re-calculated at the flex rate applicable on the date of amendment. This applies to changing the hirer name, vehicle type, reducing the number of rental days, changing pick-up dates and/or changing the pick-up or drop-off location. Where the number of rental days is being extended prior to the vehicle collection date (days are being added on at the end of the rental with no change to the original pick up date), which applied at the time of the original booking, will apply.

### Cancellation and Amendments

Please note there is an AU\$100 administration fee charged by Gallivanting Oz should there be any cancellations to a confirmed booking, in addition to any Mighty cancellation fees:

- If cancelled up to 91 days prior to pick up = AU\$100 Gallivanting OZ Administration Fee

- If cancelled from 90 – 22 days prior to pick up = 10% of Total Rental, (minimum \$350, incl Gallivanting Oz Administration Fee)
- If cancelled from 21 – 7 days prior to pick up = 20% of Total Rental, (minimum \$350, incl Gallivanting Oz Administration Fee)
- If cancelled less than 7 days prior to pick up = 50% of Total Rental, (minimum \$350, incl Gallivanting Oz Administration Fee)
- If cancelled on the day of pick up or no show = 100% of Total Rental (minimum \$350, incl Gallivanting Oz Administration Fee)

There is no refund for late pick up or early return of a vehicle.

If a vehicle is returned early there is no refund available for the unused days.

The cancellation fee period is based on Australian Eastern Standard time.

### Calculation Errors

Mighty will not honour calculation errors. Should a calculation error occur Mighty will charge for the shortfall.

### Payments

A deposit is payable to confirm the booking, with the remainder of rental charges due 35 days prior to pick up. This can be paid via Credit Card or Account Transfer (paid in Australian dollars, must be received by due date). One way fees, extra items and the cost to take the Liability Reduction Option can be paid at pick up or before. Liability Deposit payments are made at pick up to your credit card.

### Customer Care On-Road Assistance

Any problems associated with the vehicle, including equipment failure, **must be reported to Mighty as soon as possible and within 24 hours in order to give Mighty the opportunity to rectify the problem** during the rental. Failure to do so may impact any claims for compensation. Mighty do not accept liability for any claims submitted after this period.

**Please contact Mighty On Road Care toll free: 1300 850 805**

### Please Note

This document contains a summary of some of the rental conditions. For detailed conditions, refer to the rental agreement upon vehicle collection. A copy of the rental agreement can be requested prior.

### Disclaimer

Illustrations and text in any of our documentation, brochures or website are a representation only of the vehicle depicted. Variances in the vehicles offered for any rental may occur due to a substitution made by Mighty or modifications and/or upgrades to the vehicle design made by the manufacturer.

**Note: Terms and conditions are subject to change without notice.**