

**Kimberley Adventure Hire**  
ABN 78 665 146 207  
**Terms and Conditions of Hire**

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## 1 Introduction

### 1.1 Rental Contract

Your contract to hire a Vehicle or Camper Trailer from Us (**Rental Contract**) comprises:

- (a) the agreement (**Rental Agreement**) You have signed to hire the Vehicle, the Camper Trailer or a Vehicle and Camper Trailer combination from Us;
- (b) the Handover Inspection Report; and
- (c) these Terms and Conditions of Hire (**Terms and Conditions**),

and together they create binding and enforceable legal obligations.

### 1.2 Relevant law

The Rental Contract is governed by the laws of Western Australia and You agree that courts in that state non-exclusive jurisdiction to determine any dispute that arises between You and Us.

### 1.3 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

### 1.4 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

### 1.5 Amending these Terms and Conditions

We may amend these Terms and Conditions by providing You with 30 days' notice in writing. If You do not accept the amendments or replacement, You **must** return the Vehicle or Camper Trailer prior to the end of the 30 day period.

### 1.6 Right of refusal

Acting reasonably, We reserve the right of refuse to hire the Vehicle or Camper Trailer to any person or, if the towing vehicle (being a vehicle not rented from Us), is deemed to be unsuitable or unsafe.

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## 2 Who may drive the Vehicle and tow the Camper Trailer?



### **IMPORTANT NOTICE**

**A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 13 for further details.**

### 2.1 Authorised Drivers

- (a) Only You or an Authorised Driver can drive the Vehicle and tow the Camper Trailer.
- (b) Allowing anyone who is not an Authorised Driver to drive the Vehicle or tow the Camper Trailer constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

### 2.2 Age limits

There is a minimum and maximum age limit for those renting the Vehicle or Camper Trailer. You and any Authorised Driver **must** be at least 25 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

### 2.3 Licence requirements

- (a) You and any Authorised Driver **must** also have a valid licence to drive the Vehicle and tow the Camper Trailer which is:
  - (i) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
  - (ii) not subject to any restriction or condition; and
  - (iii) appropriate for the class of the Vehicle.
- (b) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle or tow the Camper Trailer.

### 2.4 Cancelled and suspended licences

The Vehicle **must not** be driven and the Camper Trailer **must not** be towed:

- (a) whilst Your driver's licence or that of an Authorised Driver is cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) if Your licence or that of an Authorised Driver has been cancelled or suspended, within three (3) years of the date of the Rental Agreement.

## 2.5 False information

The Vehicle **must never** be driven and the Camper Trailer towed by You or any Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

## 2.6 Prior insurance history

The Vehicle **must not** be driven and the Camper Trailer **must not** be towed by You or an Authorised Driver if either You or the Authorised Driver has been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer at any time prior to entering into the Rental Contract

## 3 Prohibited Use

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### IMPORTANT NOTICE

**A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 13 for further details.**

- 3.1 The Vehicle **must not** be driven and the Camper Trailer **must not** be towed by You or any Authorised Driver:
- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
  - (b) carelessly, recklessly or dangerously; or
  - (c) whilst the Camper Trailer is damaged or unsafe.
- 3.2 You and any Authorised Driver **must not**:
- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
  - (b) use the Vehicle or the Camper Trailer:
    - (i) for any illegal purpose;
    - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
    - (iii) to carry illegal drugs or substances;
    - (iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
    - (v) to carry any weight or load that exceeds the limits for which the Camper Trailer was designed, constructed, registered or licenced; or
    - (vi) in an unsafe or un-roadworthy condition; or
  - (c) tow the Camper Trailer with any other vehicle than the Vehicle (or vehicle if You are supplying the towing vehicle) shown on the Rental Agreement.
- 3.3 You and any Authorised Driver **must never** drive the Vehicle or tow the Camper Trailer at a speed in excess of the relevant state or territory posted speed limit or 110 kph, whichever is the lesser, **unless**:
- (a) the road is a gravel, dirt or Unsealed Road in which case the maximum speed at which the Vehicle may be driven or the Camper Trailer towed is the lesser of 80 kph or the posted speed limit;
  - (b) the Vehicle is driven on Kalumburu Road, north of Drysdale River Station, or on the access road from the Great Northern Highway to the Purnululu National Park in which case the maximum speed is 60 kph; or
  - (c) the Camper Trailer is towed on a sealed road in which case the speed limit of 100 kph applies.
- 3.4 You and any Authorised Driver **must not**:
- (a) damage the Vehicle or Camper Trailer deliberately or recklessly or allow anyone else to do so;
  - (b) modify the Vehicle or Camper Trailer in any way;
  - (c) sell, rent, lease or dispose of the Vehicle or Camper Trailer; or
  - (d) register or claim to be entitled to register any interest in the Vehicle or the Camper Trailer under the Personal Property Securities Act 2009.

## 4 Prohibited areas of use

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### IMPORTANT NOTICE

**A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 13 for further details.**

- 4.1 The Vehicle **must not** be driven and the Camper Trailer **must not** be towed:
- (a) on any Unsealed Road unless it is a well maintained road and You reasonably consider the condition of the road surface and Your speed of travel will not cause Damage to the Vehicle or the Camper Trailer ;
  - (b) Off Road;
  - (c) in any area where snow has fallen or is likely to fall;
  - (d) on:
    - (i) roads that are prone to flooding or are flooded;
    - (ii) salt lakes or flats;
    - (iii) beaches, streams, rivers, creeks or dams of more than 500 mm in depth;
    - (iv) any road where the police or an authority has issued a warning;
    - (v) any road that is closed; or
    - (vi) any road where it would be unsafe to drive the Vehicle or tow the Camper Trailer;

- (e) through floodwaters;
- (f) in any area of travel where there are adverse weather warnings in place; or
- (g) outside built up areas between sunset and dawn or during any period of reduced visibility, including but not limited to fog, dust storms and heavy rain.

4.2 The Vehicle **must not** be driven and the Camper Trailer **must not** be towed:

- (a) on the Canning Stock Route;
- (b) on the Cardabia - Ningaloo Road;
- (c) on the Oombi or Oombulgurri Track;
- (d) on the Gunbarrel Highway in Western Australia and the Northern Territory;
- (e) across Yardie Creek in the Cape Range National Park; or
- (f) along the Old Telegraph Track section of Cape York.

**unless** We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

4.3 The Camper Trailer **must not** be towed across Ivanhoe Crossing.

## 5 Your obligations



### IMPORTANT NOTICE

**A breach of any of sub-clauses 5.8, 5.10, 5.11, 5.12, or 5.13 is a Major Breach of the Rental Contract. See clause 13 for further details.**

#### 5.1 Booking deposit

A booking deposit of 30% of the booked Rental Charges is due within 48 hours of confirmation of Your booking. Payments can be made via direct bank deposit or credit card.

#### 5.2 Start of the Rental

At the Start of the Rental and before collecting the Vehicle or the Camper Trailer You **must**:

- (a) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;
- (b) present Your passport if You are not an Australian citizen;
- (c) fully inspect the Vehicle and Camper Trailer to ensure that their condition and any pre-existing damage is accurately noted and shown in the Handover Inspection Report and if there is any discrepancy You **must** notify Us prior to leaving the Rental Station; and
- (d) pay the anticipated Rental Charges and the Security Deposit.

#### 5.3 Security Bond

- (a) A Security Bond is payable prior to the Start of the Rental and will be returned within seven (7) working days of the End of the Rental provided that:
  - (i) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;
  - (ii) the Vehicle or Camper Trailer (or combination of the two) have been returned to the Rental Station at the date and time set in the Rental Agreement;
  - (iii) the Vehicle or Camper Trailer (or combination of the two) are clean and in the same mechanical condition as at the Start of the Rental (except for reasonable wear and tear);
  - (iv) the exterior and the interior of the Vehicle and the Camper Trailer are clean;
  - (v) there is no Damage (except for reasonable wear and tear) or Third Party Loss;
  - (vi) the Vehicle has a full tank of fuel;
  - (vii) the equipment supplied with the Camper Trailer is clean and in the same condition it was in at the Start of Rental, subject to reasonable wear and tear;
  - (viii) the fire extinguisher supplied with the Camper Trailer and listed in sub-clause 6.1(b) is unused; and
  - (ix) there has not been a Major Breach of the Rental Contract.
- (b) The amount of the Security Bond is:
  - (i) \$3,000 for Vehicles;
  - (ii) \$2,000 for Camper Trailers; and
  - (iii) \$250 for camping equipment, car fridges or solar accessories.

#### 5.4 Pre-existing Damage

At the Start of the Rental You **must** inspect the Vehicle or Camper Trailer (or combination of the two) to make sure that any pre-existing damage is noted and shown in the Handover Inspection Report.

#### 5.5 During Your rental

- (a) On a daily basis You **must**:
  - (i) check the oil levels and that there is coolant in the radiator of the Vehicle;
  - (ii) inspect the Vehicle for oil, water and fuel leaks, and Damage;

- (iii) check all tyre pressure for correct inflation;
  - (iv) check the tyres of the Vehicle and Camper Trailer visually for wear; and
  - (v) check the indicators, brake lights, head lights and tail lights for correct operation.
- (b) When the Vehicle is refuelled, the tyre pressures of the Vehicle and Camper Trailer **must** be checked and filled to the tyre manufacturer's recommended pressure.

#### 5.6 **Seat belts and restraints**

You **must** comply with all mandatory:

- (a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and
- (b) child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened and by signing the Rental Agreement You acknowledge and agree that We do not offer child car restraint advice and do not install child restraints.

#### 5.7 **Pets/Smoking – cleaning fees**

- (a) You **must not**:
  - (i) use the Vehicle or Camper Trailer (or combination of the two) for transporting any pets or animals, except accredited or trained assistance animals, unless specifically approved by Us; or
  - (ii) smoke or vape in the Vehicle or Camper Trailer (including the use of e-cigarettes) and You **must** prevent take reasonable steps to prevent other occupants from doing so.
- (b) If the Vehicle or Camper Trailer are not cleaned to a satisfactory condition a cleaning fee ranging from \$150 up to \$300 will be charged. The Vehicle or Camper Trailer **must** be deodorised from any odours including smoking, campfire smoke and this cost will be deducted from the Security Bond if not done.

#### 5.8 **Recovery of the bogged, stuck or stranded Vehicle**

- (a) You **must** only use rated recovery points if the Vehicle is to be towed or recovered because it is bogged, stuck, or stranded. This is because it is dangerous to use the tow ball as a recovery point as this can lead to injury or death.
- (b) The rated recovery points **must** only be used for recovery of the Vehicle when it is bogged, stuck or stranded, and under no circumstances can the Vehicle be used for the recovery of other vehicles or trailers.

#### 5.9 **Camper Trailer conditions**

- (a) You **must not** tie any article to, or carry any article on, the roof of the Camper Trailer at any time during the Rental Period and a failure to strictly adhere to this condition will result in the loss of the Security Bond.
- (b) Cleaning of canvas on the Camper Trailer is to be done with cloth and water only and abrasive cleaners or cloths **must not** be used and pressure cleaners **must never** be used on the canvas under any circumstances.

#### 5.10 **Vehicle to be locked and keys kept in Your possession**

You and any Authorised Driver **must** make sure that the Vehicle is locked when not in use or unattended and the keys or remote-control device **must** be kept in Your possession, or that of any Authorised Driver, at all times and never left in the ignition or in the Vehicle when it is unattended.

#### 5.11 **Reasonable care**

You and any Authorised Driver **must** take reasonable care of the Vehicle or Camper Trailer (or combination of the two) by:

- (a) preventing it from being damaged;
- (b) making sure it protected from inclement weather;
- (c) properly securing any goods, property or equipment carried in the Vehicle or the Camper Trailer;
- (d) maintaining the engine and brake oils and coolant level in the Vehicle and the tyre pressures in the Vehicle and Camper Trailer;
- (e) using the correct fuel type (and never using bio-diesel);
- (f) making sure it is not overloaded by carrying a load that exceeds the maximum load stated in the Vehicle manual; and
- (g) ensuring:
  - (i) the Camper Trailer is correctly and safely connected to the Vehicle and the safety chains are correctly fitted;
  - (ii) if renting only the Camper Trailer that the towing vehicle is roadworthy and it is within the towing vehicle's specification and capabilities;
  - (iii) the tyres of the Vehicle or Camper Trailer (or combination of the two) are inflated to the recommended PSI; and
  - (iv) the Camper Trailer's lights are working correctly;

#### 5.12 **Notification of fault**

You **must** inform Us immediately if:

- (a) a warning light or fault message appears;
- (b) You see or become aware of low engine or brake oils, or engine coolant levels; or
- (c) the Vehicle or Camper Trailer develops any fault during the Rental Period.

If You fail to notify Us and continue to use the Vehicle or Camper Trailer You will be responsible for any Damage or Third Party Loss.

#### 5.13 **Unauthorised repairs prohibited**

You **must not** let anyone else repair or work on the Vehicle or Camper Trailer or tow or salvage them without Our prior written authority to do so.

#### 5.14 **Authorised repairs**

(a) Where We have given You Our prior authority to repair the Vehicle or Camper Trailer You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us in writing. Any entitlement to reimbursement is subject to the rental terms and conditions, selected excess and there being no Major Breach of the Rental Contract.

(b) Tyres used for replacement **must** be of the approved type, brand and size nominated by Us.

#### 5.15 **Staying with the Vehicle or Camper Trailer after an Accident**

You **must not** leave the Vehicle or Camper Trailer unattended following an Accident and before the arrival of a tow or salvage operator.

#### 5.16 **Operating the awning and rooftop**

You **must** ensure that the awning and roof top set up and operating instructions are always strictly adhered to. If wind or extended periods of rain are expected, You **must** put the awning and rooftop away and secure them. You are responsible for any damage to the awning or rooftop as a result of a failure to comply with this condition of use.

## 6 **Equipment Supplied with the Camper Trailer**

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6.1 At the Start of Rental We will supply:

- (a) one 4 kilo gas bottle;
- (b) one fire extinguisher; and
- (c) equipment as noted on the Rental Agreement.

6.2 At the End of Rental You will be charged the refilling cost of the gas bottle and the replacement cost, plus an Administrative Fee, if the fire extinguisher has been used.

6.3 You will also be charged replacement costs if any of the equipment listed in the Rental Agreement is missing or not returned in the same condition as at the Start of Rental, subject to fair wear and tear.

## 7 **Damage Cover**

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#### 7.1 **Damage Excess payable**

- (a) The standard excess is \$10,000 for Vehicles.
- (b) The standard excess is \$2,000 for Camper Trailers
- (c) Excess reduction options may be offered at the time of the booking or pickup.
- (d) Any excess reduction option chosen or offered shall not limit the liability if You or any Authorised Driver breaches the Terms and Conditions of Hire.

#### 7.2 **When is the Damage Excess payable?**

Unless You have expressly authorised a charge to Your credit card at an earlier time, an amount up to, but not exceeding, the Damage Excess will be charged to Your credit card:

- (a) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
- (b) if the Vehicle or Camper Trailer have been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely they will be recovered;
- (c) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to You as soon as practicable; and
- (d) Provided there has been no breach of the Rental Agreement, Terms and Conditions of Hire.

#### 7.3 **Claims Administration fee**

All Accident, attempted theft and theft claims will incur a claims administration fee of \$100 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

## 8 **Damage Cover Exclusions**

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#### 8.1 **General exclusions**

Even if You have paid the Damage Excess there is no Damage Cover, and You and any Authorised Driver are liable for:

- (a) Damage or Third Party Loss arising from:
  - (i) a Major Breach of the Rental Contract; or
  - (ii) any deliberate, intentional, malicious or criminal act by You, an Authorised Driver or any person who is acting with Your express or implied consent; or
  - (iii) the Vehicle being driven or the Camper Trailer being towed by any driver who is not an Authorised Driver or who is less than 25 or more than 75 years of age;
- (b) Overhead Damage;
- (c) Damage caused by sitting or standing on the bonnet of the Vehicle;

- (d) Underbody Damage; and
- (e) Damage caused by:
  - (i) immersion of the Vehicle of the Camper Trailer in water, including salt water;
  - (ii) use of the incorrect fuel type in the Vehicle, including the use of bio-diesel;
  - (iii) loading or unloading the Vehicle or the Camper Trailer, except for reasonable wear and tear; or
- (f) Your failure to properly secure goods, property or equipment carried in or on the Vehicle or the Camper Trailer;
- (g) Damage caused and costs incurred in retrieving or recovering the Vehicle or the Camper Trailer because:
  - (i) it has been impounded or taken by another party;
  - (ii) it has become bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; or
  - (iii) it has been abandoned;
- (h) Damage associated with water or other contamination of the fuel;
- (i) Damage associated with contamination of the water tank with fuel;
- (j) damage to the tyres or rims of the Vehicle or the Camper Trailer, other than by normal wear and tear;
- (k) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote-control devices;
- (l) loss or damage to, or deterioration of, goods or property carried in or on the Vehicle or the Camper Trailer whether owned by You or a Third Party and You agree to fully indemnify Us for any claims for Third Party Loss that occurs during the Rental Period;
- (m) damage to the awning and the roof top tents;
- (n) damage to the interior of the Vehicle;
- (o) damage to the Camper Trailer or Vehicle from reversing into a fixed or moving object, including but not limited to the camper trailer itself, towbar, a different trailer, tree, rocks, barrier or another vehicle;
- (p) damage to the Camper Trailer or Vehicle associated with jack knifing the Camper Trailer or another trailer; and
- (q) loss of, or damage to, the camping accessories.

## 8.2 Exclusion for personal items

There is also no Damage Cover for personal items that are left in or stolen from the Vehicle of the Camper Trailer or for loss or damage to property belonging to or in the custody of:

- (a) You;
- (b) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;
- (c) any relative, friend or associate of an Authorised Driver; or
- (d) Your employees or contractors.

## 9 Rental Period, costs and charges

### 9.1 Your Rental

- (a) Your rental of the Vehicle or the Camper Trailer, or a combination of the two, from Us is for the Rental Period and at the rate shown in the Rental Agreement.
- (b) The minimum Rental Period is 24 hours, except at the discretion of the Us. Some products and services may be applicable to longer minimum Rental Period.

### 9.2 Extending the Rental Period

- (a) We understand that circumstances change and that You may require the Vehicle or Camper Trailer for longer than the Rental Period. If so, You **must** notify Us **no less** than 24 hours prior to the expiration of the Rental Period.
- (b) If You fail to notify Us at least 24 hours before the expiration of the Rental Period that You require an extension, and fail to return the Vehicle or the Camper Trailer on the scheduled date and at the time shown in the Rental Agreement, We may:
  - (i) terminate the Rental Contract;
  - (ii) charge additional Rental Charges for the overheld period; and
  - (iii) if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.

### 9.3 Fines and infringements

- (a) You and any Authorised Driver **must** pay
  - (i) all tolls;
  - (ii) fines or charges imposed for parking;
  - (iii) infringements and fines imposed for speeding and other driving offences; and
  - (iv) fines or charges imposed for release of the Vehicle or Camper Trailer if it has been seized by a regulatory authority.
- (b) An administrative fee applies if We are required to nominate You as the responsible driver if any toll, fine or infringement is unpaid.

#### 9.4 Return of the Vehicle and Camper Trailer

- (a) You **must** return the Vehicle and Camper Trailer:
  - (i) to the Rental Station;
  - (ii) on the date and by the time shown in the Rental Agreement;
  - (iii) in a reasonable state of cleanliness; and
  - (iv) in the same mechanical condition it was in at the Start of the Rental, fair wear and tear excepted.
- (b) If You fail to return the Vehicle or Camper Trailer We may terminate the Rental Contract and if their location is known, recover them by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle or Camper Trailer as stolen to the Police.
- (c) You **must** return the Vehicle with a full tank of fuel and if You do not do so a refueling charge of \$55 (including GST) plus the cost of the fuel will apply.
- (d) If You return the Vehicle or the Camper Trailer:
  - (i) earlier than the date and time shown in the Rental Agreement there is no entitlement to a refund;
  - (ii) more than one hour after the date and time set for their return in the Rental Agreement, You will be charged the daily rate until the Vehicle or Camper Trailer is returned to Us; or
  - (iii) at any time outside Our normal business hours You **must** pay for the daily Rental Charges and all Damage until the Rental Station next opens for business unless We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

#### 9.5 End of the Rental

At the End of the Rental You **must** pay:

- (a) the balance of the Rental Charges (if any);
- (b) any refuelling costs if the Vehicle returned with less than a full tank of fuel;
- (c) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle or Camper Trailer has been stolen;
- (d) any costs We incur, including extra cleaning costs in reinstating the Vehicle or Camper Trailer to the same condition it was in at the Start of the Rental, reasonable wear and tear excluded;
- (e) for all Damage arising from a Major Breach of the Rental Contract; and
- (f) for all Damage for which Damage Cover is excluded pursuant to clause 8.1.

#### 9.6 Credit card authority

Subject to these Terms and Conditions, if any amount is due to Us or remains unpaid, including:

- (a) the Rental Charges;
- (b) speeding and traffic fines and infringements;
- (c) fines or charges imposed for parking;
- (d) tolls;
- (e) refuelling costs;
- (f) extra cleaning costs;
- (g) administration costs;
- (h) the Damage Excess, and

You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

#### 9.7 Default in payment

If You default in the payment of any moneys owed to Us under the Rental Contract:

- (a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
- (b) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
- (c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

## 10 Cancellation

### 10.1 Cancellation policy for Vehicles and Camper Trailers

| Cancellation time prior to the booked Rental Period | Charges applicable                          |
|---|---|
| 90 days +   | Nil (minus credit card surcharges and fees) |
| 89 - 60 days  | 10%   |
| 59 – 30 days  | 20%   |
| 29 - 15 days  | 30%   |

|               |      |
|---------------|------|
| 14 – 8 days   | 50%  |
| 7 – 1 days    | 80%  |
| 1 day or less | 100% |

10.2 **Cancellation policy for camping equipment**

| Cancellation time prior to the booked Rental Period | Charges applicable                          |
|---|---|
| 15 days +   | Nil (minus credit card surcharges and fees) |
| 14 – 8 days   | 10%   |
| 7 – 1 days  | 20%   |

10.3 **No Show**

If You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Vehicle or the Camper Trailer, You will be charged the Rental Charges for the Rental Period as booked unless We are able to rent the Vehicle or Camper Trailer to another renter for an equivalent term and rate.

10.4 **All cancellations must be confirmed by Us**

A cancellation is not effective until acknowledged and confirmed by Us.

**11 Breakdowns**

11.1 We will provide You with a Vehicle or Camper Trailer that is of acceptable quality and in good working condition taking into account the age of the Vehicle or Camper Trailer, but breakdowns do occur. If the Vehicle or Camper Trailer breaks down during the Rental Period You **must** contact Us on **0476 024 192** to notify us of the situation. If the fault cannot be fixed on site and if We are unable to source a suitable replacement vehicle or camper trailer the Rental Contract will be cancelled and You will be entitled to a refund of any Rental Charges paid in advance, or if the Rental Period has commenced, a pro rata portion will be applied

11.2 We are not responsible for:

- (a) A flat battery because the lights or entertainment system has been left on;
- (b) Windscreen repairs and replacements;
- (c) tyre and wheel changing;
- (d) lost keys; or
- (e) keys locked in the Vehicle or Camper Trailer.

Extra charges will apply if any of these services are provided at Your request.

11.3 Subject to the Australian Consumer Law, if the Vehicle or Camper Trailer breaks down We are not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (d) loss of enjoyment; or
- (e) consequential or economic loss.

**12 Accident and theft reporting**



**IMPORTANT NOTICE**

**A breach of any part of this clause 12 is a Major Breach of the Rental Contract. See clause 13 for further details.**

12.1 If You or an Authorised Driver has an Accident or if the Vehicle or Camper Trailer is stolen You **must** report the Accident or theft to Us as soon as practical and within 24 hours of it occurring and fully complete an Accident/Theft report form.

12.2 If the Vehicle or Camper Trailer is stolen or if You or an Authorised Driver has an Accident where:

- (a) any person is injured;
  - (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
  - (c) the other party appears to be under the influence of drugs or alcohol,
- You or the Authorised Driver **must** also report the theft or Accident to the Police.

12.3 If You or an Authorised Driver has an Accident You and the Authorised Driver **must**:

- (a) exchange names and addresses, phone numbers and email addresses with the other driver;
- (b) take a photo of the other driver's licence;
- (c) take the registration numbers of all vehicles involved;
- (d) take as many photos as is reasonable showing:
  - (i) the position of all vehicles before they are moved for towing or salvage;
  - (ii) the Damage to the Vehicle or Camper Trailer;
  - (iii) the damage to any third party vehicle or property; and



- (iv) the general area where the Accident occurred, including any road or traffic signs;
- (e) obtain the names, addresses, phone numbers and email addresses of all witnesses;
- (f) not make any admission of fault or promised to pay the other party's claim or release the other party from any liability;
- (g) forward all third party correspondence or court documents to Us within 7 days of receipt; and
- (h) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office or any Court hearing.

## 13 Consequences of a Major Breach of the Rental Contract

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### 13.1 Major Breach

A Major Breach of the Rental Contract occurs if there is a breach of any of the following:

- (a) clause 2 (who may tow the Camper Trailer);
- (b) clause 3 (prohibited use);
- (c) clause 4 (prohibited areas of use);
- (d) clause 5.8(recovery of bogged, stuck or stranded Vehicle)
- (e) clause 5.10 (Vehicle to be locked);
- (f) clause 5.11 (reasonable care);
- (g) clause 5.12 (notification of fault); or
- (h) clause 5.13 (unauthorised repairs):

that causes Damage, theft of the Camper Trailer or Third Party Loss;

- (i) clause 12 (Accident reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim;
- (j) clause 15.2(c) (removal of the Tracking Device).

### 13.2 No Damage Cover

If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract; or
- (b) drive the Vehicle (or a vehicle) when towing the Camper Trailer in a reckless manner so that a substantial breach of road safety legislation has occurred,

You and any Authorised Driver:

- (i) have no Damage Cover;
- (ii) are liable for all Damage, theft of the Camper Trailer and Third Party Loss; and
- (iii) are liable for and **must** pay any additional costs or expenses We incur in recovering the Camper Trailer.

### 13.3 Termination and repossession

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle or Camper Trailer if:

- (a) there has been a Major Breach; or
- (b) there has been a breach of clause 13.2(b).

## 14 Personal Property Securities Act 2009 (Cth)(PPSA)

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14.1 You have no right to, or interest in, the Vehicle or Camper Trailer other than as a bailee and You **must not** endeavour to obtain any other right or interest by Yourself or Your nominee.

14.2 You acknowledge that:

- (a) the Rental Contract may create a security interest (Security Interest) (as that term is defined in the PPSA) in the Vehicle or Camper Trailer;
- (b) We have a Security Interest in the Vehicle or Camper Trailer and they will at all times remain subject to that Security Interest; and
- (c) We may register the Security Interest on the Personal Property Securities Register.

## 15 Privacy

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 **IMPORTANT NOTICE**  
**A breach of clause 15.2(c) is a Major Breach of the Rental Contract. See clause 13 for further details.**

### 15.1 Personal information

- (a) We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- (b) When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
- (c) We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

## 15.2 Tracking Device

- (a) To maintain and protect the Vehicle and the Camper Trailer a Tracking Device is fitted to enable Us to monitor the condition, performance and operation of the Vehicle and the Camper Trailer and to track their movements.
- (b) Information from the Tracking Device may be used during and after the Rental Period. When You sign the Rental Agreement, You are authorising Us and consenting to the use of the Tracking Device.
- (c) You **must not** tamper with the Tracking Device or remove it from the Vehicle or the Camper Trailer.

## 16 General conditions

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### 16.1 Substitution

- (a) Vehicles and Camper Trailers are booked for hire by reference to type and We reserve the right in Our absolute discretion to substitute or replace any Vehicle or Camper Trailer You have booked for hire with another Vehicle or Camper Trailer of the same or similar type if the booked Vehicle or Camper Trailer is unavailable due to unforeseen circumstances.
- (b) If a Vehicle or Camper Trailer of the same or similar type is not made available to You as a substitute or replacement Vehicle or Camper Trailer, You may terminate the Rental Contract by giving notice in writing to Us to that effect. In such circumstances, You are only entitled to, and Our obligations are limited to, a refund of any Rental Charges paid by you for the Vehicle or Camper Trailer at the rate or rates specified in the Rental Agreement or, if the Rental Period has already commenced, a pro rata portion thereof.

### 16.2 Our employees make no representations or warranties

You acknowledge and agree that none of Our employees or agents have made any representation, warranty or promise in relation to the hire of the Vehicle, the Camper Trailer or the Equipment other than those contained in the Rental Contract.

## 17 Definitions

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### 17.1 In these terms and conditions:

**Accident** means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle or Camper Trailer and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; or
- (c) a weather event, including hail Damage,

that results in Damage or Third Party Loss.

**Authorised Driver** means any driver of the Vehicle who is approved by Us to drive the Vehicle or tow the Camper Trailer and who is recorded on the Rental Agreement prior to the Start of the Rental.

**Built Up Area** means an area where buildings are not over 100m apart and street lights are not more than 100m apart.

**Camper Trailer** means the Camper Trailer described in the Rental Agreement and includes its parts, components, accessories and equipment.

**Damage** means:

- (a) any loss or damage to the Vehicle or Camper Trailer that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use,

and for the removal of doubt, any Damage to the Vehicle or the Camper Trailer that makes either of them unroadworthy is **not** fair wear and tear.

**Damage Excess** means the amount, including GST, up to which You **must** pay Us in the event of an Accident that causes Damage or Third Party Loss or the Vehicle or Camper Trailer has been stolen.

**End of the Rental** means the date and time shown in the Rental Agreement when the rental ends and the Vehicle or Camper Trailer **must** be returned to Us.

**Handover Inspection Report** means the document that shows the condition of the Vehicle or Camper Trailer and lists any Damage at the time of the inspection.

**Loss of Use** means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle or Camper Trailer is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

**Major Breach** has the meaning set out in clause 13.1.

**Off Road** means any area that is neither a sealed or unsealed road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

**Overhead Damage** means:

- (a) Damage to the Vehicle or Third Party Loss caused by:
  - (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
  - (ii) objects being placed on the roof of the Vehicle; or
  - (i) You or any person standing or sitting on the roof of the Vehicle
- (b) Damage to any part of the Camper Trailer or Third Party Loss, caused by:

- (i) contact with any part of the Camper Trailer that is within two centimetres of the top of the Camper Trailer with objects overhanging or obstructing its path.
- (ii) objects being placed on the roof of the Camper Trailer; or
- (iii) You or any person standing or sitting on the roof of the Camper Trailer.

**Rental Charges** means the charges payable for renting the Vehicle or Camper Trailer from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

**Rental Period** means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

**Rental Station** means the location from which the Vehicle or Camper Trailer is rented, as shown on the Rental Agreement.

**Security Bond** means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental.

**Start of the Rental** means the date and time that the rental commences as shown in the Rental Agreement.

**Third Party Loss** means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

**Tracking Device** means a GPS or other device that is fitted to the Vehicle and Camper Trailer that has electronic tracking capabilities to determine its location and other data including speed, braking and fuel levels in the Vehicle.

**Underbody Damage** means any damage to the Vehicle or Camper Trailer caused by or resulting from contact between the underside of the Vehicle or Camper Trailer and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers, wheel stops rocks, branches and fallen trees and does not arise as a result of an impact with another vehicle.

**Unsealed Road** means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

**Vehicle** means the Vehicle described in the Rental Agreement and includes its parts, tools, components, accessories, keys, keyless start or remote-control device, audio equipment, Tracking Device, child restraints, tools, spare tyre and first aid kit (if fitted) and includes any replacement Vehicle.

**We, Us, Our,** means Hard Yakka Holdings Pty Ltd trading as Kimberley Adventure Hire ABN 78 665 146 207.

**You, Your** means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle and Camper Trailer from Us and whose name is shown in the Rental Agreement.

## 17.2 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.