

RENTAL AGREEMENT TERMS AND CONDITIONS.

**We hope you have an enjoyable adventure in our motorhome.
For your safety and security reasons, it is important that you read carefully and understand the following terms and conditions:**

Definitions: The “customer” or “you” means the person or persons nominated as the hirer. “We” being Avabreak, the owners of the motorhome. “Rental Period” is the agreed duration of the rental, from the day of pick up (day 1) to the final day (day of return). The “vehicle” is the motorhome hired by the customer, including all tools, tyres, accessories, camping utensils and all equipment, documents and additional hire items related to the motorhome.

1. Rental charges will be calculated daily. Day 1 being the day the vehicle is picked up and the final day being the day it is returned.
2. Rates and conditions quoted are subject to change without notice. However, subject to changes in legislation or errors, rates or conditions will not be altered once bookings are received.
3. Pick up and returns are to be between 0830hrs and 1800hrs at our home in Mandurah.
4. Reservations are confirmed once an advance deposit of \$500 or 10% of the total rental value (whichever is greater) has been received.
5. Payment of the total hire charge for the reserved period (less the deposit) is to be paid at the time of pick up. **Payments in cash or bank cheque only** can be accepted.
6. A **security bond of \$3500** (cash or bank cheque) is payable at time of pick up. This will be refunded on the return of the vehicle, provided no accident damage has occurred, the vehicle is clean, diesel tank is full, one of the gas cylinders is full, toilet cassette and waste water tanks are empty and the vehicle is returned by the agreed time.
7. Rental extension may be possible, subject to future bookings. We will do our best to meet your request if advised well in advance. Standard rates for dates required will apply.
8. Early returns will not entitle the Renter to a refund on the unused portion of the rental.
9. Should you need to cancel a booking, if more than 28 days from start date, a \$50 fee will apply. 28 – 14 days will result in the loss of booking deposit. 14 – 8 days a charge of 25% of total rental cost will be incurred. 7-1 days a charge of 50% of total rental cost will be incurred. Cancellation on start day total rental cost will be due.
10. We reserve the right to refuse any rental if we so decide.
11. All **drivers must be a minimum of 25 years**, and a maximum of 75 years old. Must have a current full (not probationary) Australian or country of residence drivers licence accompanied by an International Drivers licence and have held the licence for at least 5 years. The licence must be presented at time of vehicle pick up.
12. **At no time should a driver be under the influence of alcohol or drugs**
13. At all times that the vehicle is left unattended the ignition keys should be removed and all doors and windows secured and locked.
14. The vehicle is not to be used to tow another vehicle or trailer.
15. The vehicle is **only to be driven on bitumen roads**.
16. The vehicle is not to be driven through flooded roads, creek or river crossings or into salt water.
17. **We strongly recommend you do not drive at night when in the outback.**

18. The vehicle must not be used to carry more than 6 people or to carry dangerous goods (ie flammable liquids or gases, explosives, corrosives or oxidising agents.)
19. Insurance: in most cases personal injury is covered through vehicle Registration third party insurance. We do not accept liability for personal injury sustained during rental and recommend that you take out Personal Travel insurance.
20. The vehicle comes with comprehensive insurance cover. An **excess of \$3000** will apply to all insurance claims, payable by you. The policy does not cover intentional, neglectful or wilful damage to the vehicles interior or exterior, immersion of the vehicle in salt or fresh water, underbody damage, overhead damage, damage and third party damage caused by or arising from the vehicles use on an unsealed road or any breach of the terms and conditions and rental agreement as hereby signed by you. You will be fully liable for all damage not covered by our insurance policy. There will be no refund for the remaining term of the rental agreement where you are unable to complete the rental period due to you or your parties negligence.
21. The customer shall not make any alterations or additions to the vehicle.
22. No animals are allowed in the vehicle.
23. Smoking is not allowed within the vehicle.
24. The customer shall take all reasonable steps to properly maintain the vehicle. **Oil, water and batteries should be checked daily. Should a warning light come on the vehicle should be stopped immediately** and the owner contacted if the fault can not be rectified.
25. We will reimburse up to \$100 reasonably incurred to rectify any mechanical faults to the engine or drive train, a receipt will be required. For costs in excess of \$100 the owners approval is required prior to any work being carried out.
26. In the unlikely case of vehicle break down through no fault of your own, the cost of the remaining term of the rental agreement will be refunded to you, provided all the terms and conditions have been met. We do not have a replacement vehicle.
27. Where we are unable to proceed with the rental of the vehicle due to reasons beyond our control, you will be notified as soon as possible and provided with a full refund.
28. The customer will be liable to any costs caused by incorrect fuel (petrol) or water contaminating the fuel tank.
29. The customer will pay for the cost of repair or replacement to damaged tyres, unless the tyre is defective as deemed by a competent tyre fitter / mechanic.
30. Any problems with the vehicle, including equipment failure, should be reported to the owner as soon as possible.
31. The vehicle comes with RAC "Classic" cover which includes 24 hour roadside assistance. Refer RAC documentation for full details.
32. Infringements: we reserve the right to charge the customer for any speeding, parking or tollway fines, associated administration costs and accidents not reported on return of the vehicle.
33. The customer acknowledges that we may at anytime terminate this agreement and repossess the vehicle whether on private property or not without notification to the customer. The customer shall pay all reasonable costs of repossessing the vehicle if the customer is in breach of any of the conditions of this agreement, or if the vehicle was obtained by the customer through fraud or misrepresentation, the vehicle appears abandoned, the vehicle is not returned by the agreed date, or if we believe the safety of the occupants or the condition of the vehicle is

endangered. In which case the customer shall have no right to a refund of any part of the rental charge or security bond.

- 34. The customer acknowledges that all expenses payable under this agreement are due on demand, including any collection costs and reasonable legal fees incurred. Where more than one person has signed the agreement, they each shall be responsible.

Pick Up Date: Drop off Date:

I / We have read and fully understood the above terms and conditions and will abide with all points of this agreement.

Print Name: D/L Number: Passport No:

Sign:..... Date: