Overlander 4WD Hire Australia

Strive Enterprises Pty Ltd

ABN 11 600 755 771

Rental Terms and Conditions

1 Introduction

1.1 **Rental Contract**

Your contract to hire a Vehicle from Overlander 4WD Hire Australia (**Rental Contract**) consists of:

(a) the agreement (**Rental Agreement**) You have signed to hire the Vehicle from Us; and

(b) these rental Terms and Conditions (**Terms and Conditions**).

1.2 **Jurisdiction**

The Rental Contract is governed by the laws of Queensland and You agree that courts in that state have 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.

2 Vehicle Supply

2.1 We will do our best to supply You with the make, model and category of the Vehicle You booked however We do not guarantee this.

2.2 If We are unable to supply you with the make, model or category You booked, We will supply You with an substitute make, model or category that is the same or similar, taking into consideration Your intended use of the Vehicle and the number of passengers.

2.3 We do not offer any discount or refunds in this instance, other than a lower daily rate if it applies, however We will offer You a full refund in the event that We are unable to supply You with any Vehicle.

2.4 We reserve the right to supply You with a Vehicle fitted with two (2) roof top tents, even if you booked a Vehicle with only one (1) roof top tent.

3 Who may drive the Vehicle?

⚠ **IMPORTANT NOTICE**

A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 155 for further details.

3.1 **Authorised Drivers**

Only You or an Authorised Driver can drive the Vehicle. Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 9 of these Terms and Conditions.

3.2 **Age limits**

There is a minimum and maximum age limit for those renting Our Vehicles. 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.

3.3 **Licence requirements**

(a) You and any Authorised Driver **must** also have a current valid licence to drive the Vehicle 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) appropriate for the class of the Vehicle; and

(iii) not subject to any restriction or condition.

(b) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.

3.4 **Cancelled and suspended licences**

The Vehicle **must not** be driven:

(a) whilst Your driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or

(b) if Your licence has been cancelled or suspended, within three (3) years of the date of the Rental Agreement.

3.5 **Ability to Operate**

We make no representations or guarantees regarding Your ability or that of any Authorised Driver to operate the Vehicle and You and any Authorised Driver:

(a) Acknowledge and agree that You possess the necessary skills, experience, and competence to operate the Vehicle in varying terrain and road conditions, including using the Vehicle on and Off Road or on any beach; and

(b) Are solely responsible for all consequences resulting from any lack of competence, knowledge, or adherence to the Vehicle manufacturers' operating practices.

3.6 **False information**

The Vehicle **must never** be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

4 Prohibited Use

IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 15 for further details.

4.1 The Vehicle **must not** be driven 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) recklessly or dangerously; or

(c) whilst there is Damage to the Vehicle or it is unroadworthy or unsafe.

(d) at a speed in excess of the relevant State or Territory speed limit or 110 kilometres per hour, regardless if the State or Territory speed limit is higher;

(e) above a maximum speed of 80 kilometres per hour on any gravel, dirt or other unsealed road, or above a maximum speed of 60 kilometres per hour on the Kalumburu Road north of Drysdale River Station or on the unsealed section of Larapinta Drive, Mereenie, NT;

4.2 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:

(i) for any illegal purpose;

(ii) to move dangerous, hazardous, biohazardous, infectious, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;

(iii) to propel or tow another vehicle, trailer or boat;

(iv) to carry or transport illegal drugs or substances; or

(v) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or

(c) use a mobile phone:

(i) to make or receive a phone call, perform any audio function or as a navigational device, **unless** the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or

(ii) to send a text message, video message, email or similar communication **unless** the Vehicle is parked.

4.3 You and any Authorised Driver **must not**:

(a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;

(b) modify the Vehicle in any way;

(c) sell, rent, lease or dispose of the Vehicle; or

(d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

4.4 You and any Authorised Driver **must not** use the Vehicle to carry:

(a) passengers for hire, fare or reward or for rideshare purposes;

(b) more than the number of passengers for which the Vehicle is licenced; or

(c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

5 Prohibited areas of use

IMPORTANT NOTICE

A breach of any part of this clause 5 is a Major Breach of the Rental Contract. See clause 155 for further details.

5.1 The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:

(a) any area where snow has fallen or is likely to fall;

(b) roads that are prone to flooding or are flooded;

(c) sand dunes, where there is no form track or road on any beach;

(d) streams, rivers, creeks, dams and floodwaters;

(e) any road:

(i) where the police or an authority has issued a warning;

(ii) that is closed; and

(iii) where it would be unsafe to drive the Vehicle; and

(f) salt lakes and salt flats.

5.2 Off Road use, including beach use, is permitted only if You reasonably believe that use of the Vehicle Off Road and the condition of the Off Road surface will not Damage the Vehicle or cause Third Party Loss.

5.3 Due to changes in local conditions, We may prohibit Off-Road use or Beach Driving or impose additional conditions or restrictions at any time by notifying You in writing. A breach of such restrictions or additional conditions is considered a Major Breach of the Rental Contract.

5.4 Unless You have written permission from Us, the Vehicle **must never** be driven or taken:

(a) to any island that is off mainland Australia;

(b) North past Ngkala rocks on Fraser Island;

(c) to any 4WD Park on private or public land;

(d) on the Canning Stock Route;

(e) to the Old Telegraph Track section of the road to Cape York;

(f) on any section of Creb or Frenchmans Tracks on Cape York;

6 Special Conditions for Beach Driving

IMPORTANT NOTICE

A breach of any part of this clause 6 is a Major Breach of the Rental Contract. See clause 155 for further details.

6.1 You and any Authorised Driver may only use the Vehicle on a beach with Our written permission and subject to these additional conditions:

(a) You reasonably believe the condition of the beach will not cause Damage to the Vehicle;

(b) Your speed is reasonable and in accordance with weather conditions and the condition of the beach area and does not exceed 80 kilometres per hour;

(c) the Vehicle may only be used on a beach where access is permitted by local or State authorities;

(d) You **must** park the Vehicle above the high tide mark;

(e) You **must not:**

(i) drive the Vehicle in or through salt water; or

(ii) drive on the beach three (3) hours before or until three (3) hours after the high tide time relevant to the beach You are on, as determined by the Australian Bureau of Meteorology ; and

(f) immediately upon leaving the beach, take the Vehicle to the nearest commercial car wash and wash the entire Vehicle, including the underbody of the Vehicle with fresh water. There must be no visible sand on the outside of the Vehicle;

(g) A 15% surcharge applies for all beach use unless You use the Vehicle on a beach without Our prior written permission then a 30% surcharge applies.

6.2 You expressly understand and agree that You are always liable and there is no Damage Cover for any Damage to the Vehicle caused as a result of partial inundation or immersion in water or exposure of the Vehicle to water.

6.3 You acknowledge that Roadside Assistance may not be available to You if You take the Vehicle to a beach.

7 Your obligations

IMPORTANT NOTICE

A breach of any of sub-clauses 7.5, 7.6, 7.7, 7.8 or 7.10 is a Major Breach of the Rental Contract. See clause 155 for further details.

7.1 **Start of the Rental**

At the Start of the Rental and before collecting the Vehicle 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 to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Rental Agreement 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 Bond.

7.2 **Security Bond**

(a) The amount of the Security Bond will depend on your selection of Adventure More Cover as set out in the table below:

Adventure More Cover	Security Bond
Standard Damage Cover	$5,000
Adventure More Silver	$2,500
Adventure More Gold	$1,000

(b) The Security Bond may only be paid by:

(i) credit card (Visa or MasterCard); or

(ii) direct deposit into Our nominated bank account and We **must** receive cleared funds prior to the commencement of Your hire.

(c) The Security Bond will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Rental Contract and is fully refundable to You ten (10) business days after 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 has been returned to the Rental Station at the date and time set in the Rental Agreement;

(iii) there is no Damage (except for reasonable wear and tear) or Third Party Loss;

(iv) the exterior and interior of the Vehicle are clean;

(v) the Vehicle has a full tank of fuel; and

(vi) there has not been a Major Breach of the Rental Contract.

7.3 **During Your rental**

(a) You **must:**

(i) inspect the service sticker on the windscreen daily to determine if the Vehicle is due for scheduled servicing;

(ii) inspect the Vehicle daily for oil, water and fuel leaks, Damage and check tyre pressure and wear;

(iii) inspect any Accessories attached to the Vehicle daily, including roof top tents, roof bars and racks, to ensure they are secure, undamaged and operating as reasonably expected.

(b) You **must not:**

(i) use the Vehicle for transporting any pets or animals, except assistance animals, **unless** specifically approved by Us;

(ii) smoke in the Vehicle and You **must** take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age; or

(iii) use the Vehicle to move infectious, biohazardous or biomedical waste, **unless** specifically approved by Us.

Additional cleaning, disinfection and deodorising charges will apply.

7.4 **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.

7.5 **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 when the Vehicle is unattended.

7.6 **Reasonable care**

You and any Authorised Driver **must** take reasonable care of the Vehicle and the Camping Accessories by:

(a) preventing them from being damaged;

(b) making sure they are protected from the weather;

(c) properly securing any goods, property or equipment carried in the Vehicle;

(d) maintaining the engine and brake oils and coolant level and tyre pressures of the Vehicle;

(e) notifying Us when the Vehicle is due for maintenance as indicated by the maintenance sticker shown on the windscreen;

(f) using the correct fuel type; and

(g) making sure the Vehicle is not overloaded.

7.7 **Notification of Vehicle 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 develops any fault during the Rental Period.

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

7.8 **Repair without authority prohibited**

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

7.9 **Repair with authority**

Where We have given You Our prior authority to repair the Vehicle (up to an amount not exceeding $100) 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. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

7.10 **Scheduled Servicing**

(a) You Must:

(i) notify Us when the Vehicle is due for scheduled servicing as indicated by the service sticker shown on the windscreen of the Vehicle or if there is no service sticker notify Us each time You travel 10,000kms during the Rental; and

(ii) take the Vehicle to a mechanic reasonably nominated by Us to have the scheduled service carried out.

(b) If the time taken to carry out scheduled servicing, including the fitment of any tyres, exceeds one business day, We will refund You the daily rental charges, for each day that the Vehicle is being serviced. We will otherwise not pay compensation or refund You for any other delays.

7.11 **Staying with the Vehicle after an Accident**

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

7.12 **Tyre replacement**

If during the Rental Period, You replace any tyre on the Vehicle:

(a) It must only be replaced with a new tyre, of the same brand and model of the tyre being replaced, unless we give You written permission to fit an alternative tyre.

(b) We will not give You any compensation or discount due to the level of wear on the tyre or tyres that were replaced.

8 Rental Period, costs and charges

8.1 **Your Rental**

(a) Your rental of the Vehicle from Us is for the Rental Period and at the rate shown in the Rental Agreement.

(b) Unless otherwise agreed, the minimum Rental Period for the Vehicle is three (3) days.

8.2 **Extending the Rental Period**

(a) We understand that circumstances change and that You may require the Vehicle 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 and We must agree to such an extension. If We do not agree, You must return the Vehicle on the date shown on the Rental Agreement.

(b) If We agree to an extension We will charge Your credit card for the estimated additional rental charges.

(c) 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 on the scheduled date and at the time shown in the Rental Agreement, We may:

(i) terminate the Rental Contract; and

(ii) 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.

8.3 **Early Return**

Other than Your Security Bond, No refund of monies paid by You will be given if You return the Vehicle earlier than the return date shown on the Rental Agreement or earlier than as agreed under 8.2.

8.4 **Cancellation and 'No Show'**

(a) You will be charged a cancellation fee as shown in the table below, calculated from the time we acknowledge Your cancellation request and the Rental Period as booked:

Acknowledgement time before start of rental	Cancellation Fee (Rental Period greater than 14 days)	Cancellation Fee (Rental Period 14 days or less)
60 – 90 Days	20% of Rental Charges	No Fee
30 – 59 Days	50% of Rental Charges	20% of Rental Charges
15 – 29 Days	80% of Rental Charges	30% of Rental Charges
8 – 14 Days	100% of Rental Charges	50% of Rental Charges
0 – 7 Days	100% of Rental Charges	100% of Rental Charges

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

8.5 **One way rentals**

(a) Requests for the return the Vehicle to a location other than that stated on the Rental Agreement **must** be made prior to returning the Vehicle. Requests are subject to Vehicle availability and must be approved by Us in writing. Upon receipt of a request We will tell You the amount of the One Way Fee You will incur.

(b) If You return the Vehicle to a location other than that stated on the Rental Agreement and we have given written permission to do so a One Way Fee as advised under 8.5 (a) or a One Way Fee as set out in Annexure A will apply, whichever is less. You will also be liable for any Rental Charges.

(c) If You return the Vehicle to a location other than that stated on the Rental Agreement and we have NOT given written permission to do so, You must pay Our reasonable costs to transport the Vehicle to the return location stated on the Rental Agreement. You will also be liable for any Rental Charges.

8.6 **Fines and infringements**

(a) You and any Authorised Driver must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle 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.

8.7 **Tolls**

(a) You and any Authorised Driver **must** pay all tolls.

(b) An electronic tag (**e-tag**) is not fitted to the Vehicle and it is Your responsibility to fit an e-tag to the Vehicle or purchase a day pass for payment of tolls when using the Vehicle on toll roads.

(c) If You fail to do so and We are required to nominate You as the responsible party We will charge You an administrative fee for each nomination.

8.8 **Daily kilometre limit**

Unless otherwise stated on the Rental Agreement all rentals include unlimited kilometres.

8.9 **Return of the Vehicle**

(a) You **must** return the Vehicle:

(i) to the Rental Station stated on the Rental Agreement, unless we have given permission under 8.5;

(ii) on the date and by the time shown in the Rental Agreement;

(iii) clean by washing the outside and vacuuming the inside to remove as much sand, dust, mud and dirt as possible, including from the underbody;

(iv) in the same mechanical condition it was in at the Start of the Rental, fair wear and tear excepted;

(v) with a full tank of fuel; and

(vi) if equipped with an LPG tank, with a full LPG tank.

(b) If You return the Vehicle:

(i) Without washing the outside or vacuuming the inside or without removing as much sand, dust, mud and dirt as possible, including from the underbody; a minimum cleaning fee of $595 will apply;

(ii) with less than a full tank of fuel a refuelling charge of $55 (including GST) plus the cost of the fuel, will apply;

(iii) earlier than the date shown in the Rental Agreement there is no entitlement to a refund;

(iv) 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.

8.10 **Post rental inspection procedure**

(a) We will take reasonable steps to conduct a post rental inspection in Your presence; and

(b) If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within twenty four (24) business hours after receiving the Vehicle and if Damage is detected, We will notify You as soon as it is reasonably practical to do so.

8.11 **End of the Rental**

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

(a) the balance of the Rental Charges, including any charges for excess kilometres (if any);

(b) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;

(c) any costs We incur, including:

(i) refuelling costs; and

(ii) extra cleaning costs;

(d) for all Damage arising from a Major Breach of the Rental Contract;

(e) for all Overhead Damage;

(f) for all Underbody Damage; and

(g) for any Damage caused by the immersion of the Vehicle in water.

8.12 **Credit card authority**

(a) If You purchase Adventure More Cover, You may provide a credit card pre-authorisation in accordance with this clause 8.12 instead of paying a Security Bond.

(b) The credit card pre-authorisation **must** be provided prior to Your collection of the Vehicle.

(c) Only MasterCard, American Express and Visa cards are accepted by Us for pre-authorisation. The credit card used **must** be in Your name or a person noted as an Authorised Driver on the Rental Agreement.

(d) The amount of the credit card pre-authorisation required is the same amount as the Security Bond in sub-clause 7.2(a).

(e) A fee, equal to the cost of acceptance amount charged by the merchant and incurred by Us, **must** be paid.

(f) You **must** provide subsequent credit card authorities to Us, if the Your card provider releases any authority we hold during the Rental Period.

(g) If You cancel Your credit card for any reason during the Rental Period, including to avoid payment for any Damage, Third Party Loss or any costs associated with Your use of the Vehicle or Camping Accessories, that conduct will be regarded as a Major Breach by You of the Rental Agreement.

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

(i) the Rental Charges;

(ii) tolls;

(iii) speeding and traffic fines and infringements;

(iv) fines or charges imposed for parking;

(v) extra cleaning costs

(vi) refuelling costs; or

(vii) the Damage Excess.

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

8.13 **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.

9 Camping Accessories

9.1 At the Start of Rental We will supply:

(a) one LPG gas bottle or equivalent butane or propane fuel;

(b) one family First Aid kit; and

(c) the equipment listed in the Rental Agreement.

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

10 Damage Cover

10.1 **Damage Excess**

(a) Standard Damage Cover is included in the Rental Charges.

(b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft and Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim **unless**:

(i) We agree You were not at fault; and

(ii) the other party was insured and their insurance company accepts liability.

10.2 **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 has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and

(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.

10.3 **Claims Administration fee**

All Damage, Accident, attempted theft and theft claims will incur an administration fee of $100 in addition to the Damage Excess liability or damage charges. This fee is to compensate Us for any associated costs

processing Your claim, arranging repairs or obtaining parts.

11 Adventure More Cover

11.1 You may purchase Adventure More Cover at extra cost at the Start of the Rental to reduce Your Damage Excess liability and to obtain other benefits, according to the level of cover purchased.

11.2 Your entitlement to a reduced Damage Excess and to any other benefits is subject to these Terms and Conditions, including that there has not been a Major Breach of the Rental Contract.

12 Damage Cover Exclusions

12.1 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) the use of the Vehicle 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) Underbody Damage;

(d) Damage caused by:

(i) total or partial immersion of the Vehicle in water;

(ii) contact with salt water; or

(iii) use of the incorrect fuel type; or

(iv) loading or unloading the Vehicle, except for reasonable wear and tear; and

(e) Damage caused as a result of the Vehicle rolling over or tipping while the Vehicle was being used on a Beach.

12.2 Excluding any Additional Benefits purchased with Adventure More Cover, there is also no Damage Cover for:

(a) Damage to or loss of Camping Accessories;

(b) 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; or

(c) Damage to the awning and the roof top tents;

(d) Damage to the wheels and tyres of the Vehicle, other than by normal wear and tear;

(e) Damage caused to the Vehicle due to the use of snow chains;

(f) Damage associated with:

(i) the incorrect use of fuel for the Vehicle engine type;

(ii) the use of Bio-Diesel (which should not be used in any circumstances); or

(iii) water or other contamination of fuel;

(g) Damage associated with contaminating the water tank with fuel;

(h) Damage to the interior of the Vehicle;

(i) the costs of retrieving or recovering the Vehicle which may include, but is not limited to, where the Vehicle has:

(i) been impounded or taken by another party;

(ii) become bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; or

(iii) been abandoned;

(j) Damage caused by any retrieval or recovery of the Vehicle including, without limitation, as a result of the Vehicle becoming bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; and

(k) You attaching or installing Your own equipment to the Vehicle; or

(l) personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:

(i) You;

(ii) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;

(iii) any relative, friend or associate of an Authorised Driver; or

(iv) Your employees.

13 Breakdowns and roadside assistance

13.1 We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the Vehicles age and kilometres travelled.

13.2 We will provide roadside assistance for any inherent mechanical faults but not for Damage caused in an Accident (as reasonably determined by Us or Our authorised repairer) at no additional cost to You **provided** that the fault does not arise as a result of a Major Breach of the Rental Contract.

13.3 For each roadside assistance callout for a fault or incident caused by Your act or omission (including, but not limited to emergency refuelling (up to an amount required to reach the nearest petrol station), a tyre- related incident, lost keys, keys locked in vehicle, or a flat battery due to lights or other electrical equipment being left on, You will be charged the Roadside Callout Fee as shown on Annexure A.

13.4 You expressly acknowledge that Roadside Assistance is not available in some areas, including remote areas.

13.5 Subject to clause 11, if Roadside Assistance is not available in an area that You have taken the Vehicle, regardless of fault:

(a) You will be required to pay for the full cost of any retrieval, recovery or breakdown assistance in that area; and

(b) We will not reimburse You or in any way pay for the cost of such retrieval, recovery or breakdown assistance.

13.6 For each day that You are unable to use the Vehicle due to a Mechanical Defect not caused by You and we have not provided You with a substitute Vehicle, we will reimburse You the daily rental charges shown on the Rental Agreement.

13.7 We do not warrant reliability of the Vehicle and Subject to the Australian Consumer Law, 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.

14 Accident and theft reporting

IMPORTANT NOTICE

A breach of any part of this clause 144 is a Major Breach of the Rental Contract. See clause 5 for further details.

14.1 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft report form.

14.2 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle 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.

14.3 If You or an Authorised Driver have 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 the Vehicles before they are moved for towing or salvage;

(ii) the Damage to the Vehicle;

(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) forward all third party correspondence or court documents to Us within 7 days of receipt; and

(g) 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:

(i) Our lawyer's office; or

(ii) any Court hearing.

14.4 You and any Authorised Driver **must not**:

(a) make any admission of fault;

(b) promise to pay any claim for Third Party Loss; or

(c) release the other party from any liability to pay for Damage as a result of an Accident, theft of attempted theft.

15 Consequences of a Major Breach of the Rental Contract

15.1 **No Damage Cover**

If You or any Authorised Driver:

(a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or

(b) drive the Vehicle 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 Vehicle and Third Party Loss; and

(iii) are liable for and **must** pay any additional costs or expenses We incur in recovering the Vehicle.

15.2 **Termination and repossession**

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of sub-clause 15.1 has occurred.

16 Privacy

⚠ **IMPORTANT NOTICE**

A breach of sub-clause 16.2(d) is a Major Breach of the Rental Contract. See clause 155 for further details.

16.1 **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.

16.2 **Tracking Device and Dash Cam**

(a) To maintain and protect the Vehicle We may fit a GPS Tracking Device to the Vehicle to enable Us to monitor the condition, performance and operation of the Vehicle and to track the Vehicle's movements.

(b) A Dash Cam is also fitted to the Vehicle and may be accessed and used by Us in the event of an Accident or to monitor driving habits.

(c) Information from the Tracking Device and the Dash Cam 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 GPS Tracking Device and the Dash Cam.

(d) You **must not** tamper with the Tracking Device or the Dash Cam or remove them from the Vehicle.

17 Definitions and interpretation

17.1 **Definitions**

In these Terms and Conditions:

Accident means an unintended and unforeseen incident, including:

(a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;

(b) rollovers; and

(c) weather events, including hail Damage,

that results in Damage or Third Party Loss.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

Camping Accessories means any roof top tents, mattresses, linen, refrigerators gas burners, cookware, cutlery, tableware, utensils, tables, chairs and any other camping accessories supplied by Us.

Damage means:

(a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, 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 windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is **not** fair wear and tear.

Damage Cover means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 10, subject to the Damage Cover Exclusions in clause 12.

Damage Excess means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

Dash Cam means the optical recording devise installed in the Vehicle that operates from when the Vehicle is started until the engine is turned off and may be used to record the driving route of the Vehicle or driving habits and may be accessed by Us or Our insurers.

End of the Rental means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

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

Major Breach means a breach of any of the following:

(a) clauses 2 (all parts); 4 (all parts); 5 (all parts); sub-clauses, 7.5, 7.6, 7.7, 7.8, or 7.10 that causes Damage, theft of the Vehicle or Third Party Loss;

(b) clause 144 (all parts) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or

(c) sub-clause 16.2(d).

Mechanical Defect means any defect, failure or malfunction of the mechanical system of the Vehicle, including but not limited to the motor and transmission, electrical, hydraulic or suspension system.

Off Road means any area that is not a sealed 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

(b) 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

(iii) You or any person standing or sitting on the roof of the Vehicle.

Rental Charges means the charges payable for renting the Vehicle 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 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 and the amount is fully refundable subject to sub-clause 7.2.

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 that has electronic tracking capabilities to determine its location and other data including speed, braking and fuel levels.

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

Unsealed Road means a road, other than a road that is undergoing temporary roadworks, 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 and accessories, including the GPS unit (if fitted), awning and includes any replacement Vehicle.

We, Us, Our, means Strive Enterprises Pty Ltd, ABN 11 600 755 771, trading as Overlander Adventures or Overlander 4WD Hire.

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle 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.

Annexure A – Pricing Schedule

Fee	Amount	Clause
Late Return Charge	$55 per day, in addition to the applicable daily rate for each day or part thereof that the return is delayed.	8.9(b)(i)
Refuelling Service Fee	$44 cents per km driven or $2.75 per litre of fuel, whichever is greater	8.9(b)(i)
Administration Fee	$5.75 per notice processed	7.6 (B), 7.7 (c)
One Way Fee	A predetermined fee that appears on Your Hire Document or $3.30 per kilometre	8.5(b)
Cost of Acceptance Fee	1.5%	8.12(e)
Roadside Callout Fee	Minimum of $220 per call-out	13.3
Professional Cleaning Fee	$33.00 administration fee plus the cost of professional cleaning services.	7.3(b), 8.11(c)(ii), 8.12(h)(v)
Damage caused by walking or standing on vehicle	$1,500 or the actual repair costs, whichever is greater.	6.6