

Terms and Conditions Sunshine Campervan & RV Hire

Campervan & Motorhome Hire – Rental Terms & Conditions Ver.3.1 Jan 2018

Note: This is a summary of the additional Terms and Conditions that apply specifically to our Campervan and Motorhome rentals. This document is to be read in conjunction with the Rental Contract (Agreement). It forms an integral part of the Rental Agreement and cannot be considered in isolation. The additional Terms and Conditions in this document apply only to Campervan Motorhome and other RV hires such as Camper Trailers, and Caravans.

Sunshine Campervan & RV Hire may be referred to as SCR VH in this document.

These Campervan and Motorhome hire services are brought to you by Anken Holdings Trust No2 trading as Sunshine Campervan & RV Hire and Marparick Pty Ltd, trading as iRentals Sunshine Coast. As such your Rental Agreement may be with either of these entities, depending on actual ownership and operation of the vehicle you have hired.

CURRENCY

All prices are quoted in Australian Dollars (AUD)

AUSTRALIAN TAXES

Goods and Services Tax (GST) is included in our prices. GST is currently 10%

BOOKING DEPOSIT

A minimum (non-refundable) deposit will be required to secure your reservation. Your vehicle will only be reserved for you once the deposit has been paid.

PAYMENT FOR RENTALS

All rental charges and security bonds must be paid in full a minimum of five (5) business days prior to the day the rental commences. Where the period between booking the vehicle and commencing the hire is less than five days, the full amount of the rental and security bonds must be paid immediately upon confirmation of the reservation.

A credit card capable of being debited for the full amount of your chosen insurance excess is a requirement in order to hire the vehicle. Payment for the hire can be made by cash, Mastercard, Visa, American Express, Direct Debit to our bank account, or by EFTPOS. Personal Cheques and Travelers. Bank cheques, personal cheques and direct debits must be received and cleared five (5) working days before commencement of the hire.

It is the Hirer's responsibility to ensure their nominated credit card(s) has sufficient funds available to meet any and all commitments made as a result of entering into the Rental Agreement.

Where the Hirer has insufficient funds available on their credit card, the Hirer MUST reduce their Excess Liability to a point where sufficient funds are available to be secured to cover the chosen liability.

Where the Hirer has the funds available, but chooses not to reduce their Agreed Excess, SCR/VH strongly advises them to take out suitable travel insurance.

EXCHANGE RATES

All payments must be made in Australian Dollars. We do not accept any liability for the effects of fluctuations in the currency exchange rates or merchant fees incurred. Credit / Eftpos / Debit cards incur a merchant fee. Whilst any refunds due are promptly credited to the supplied credit card, refunds can still take up to 30 working days depending on the operations of the customer's bank or financial institution.

MINIMUM RENTAL DURATION

The minimum reservation length for Motorhome rentals is five (5) days (with a kilometre allowance of 300 kms per day accumulative) and four (4) days for smaller campervans; again with 300 kms per day accumulative. Hires of 21 days duration or longer include an unlimited kilometre allowance. Reasonable use policies and Area of Use restrictions apply

The minimum hire period for any 'One Way' rental, is seven (7) days. Where 'One Way' rentals are approved – Relocation Fees will apply.

FAIR, REASONABLE AND SAFE USE

Your Campervan or Motorhome Hire is subject to our Fair, Reasonable and Safe Use Policy. Although unlimited kilometres may be available for long hires, trying to drive vehicles excessive kilometres per day or for too many hours per day, will result in fatigue or lack of alertness and consequent drop off of driving skills. Fatigue is a major risk factor on our roads. It endangers the safety of the vehicle, the hirers and other road users. Excessive kilometres driven within too short a time also results in excess wear and tear on the vehicle and depreciation; making the hire uneconomical for the owner.

Safe and reasonable use of the vehicle is necessary, not only for vehicle and road user safety, but also for enjoyment of the whole campervan/motorhome experience. We, like other experienced hire companies, strongly suggest hirers drive for (on average) no more than 200 to 300 kilometers per day between stopping to camp. Having at least periodic days off from driving long distances allows hirers to enjoy the whole campervanning and motor-homing

experience. We reserve the right to decline any hire where the intention is to drive what we consider excessive kilometres within an insufficient time period. We want you to have a safe and enjoyable holiday whilst having fair, reasonable and safe use of the vehicle during the hire period.

SHORT HIRES AND STANDBY BOOKINGS

Because the minimum rental duration is 5 days, hires of a shorter duration, to fill gaps in the rental schedule, may be available upon inquiry. We reserve the right to confirm booking requests for periods of less than 5 days duration on a 'stand-by' basis during busy or peak periods; or at staff discretion when the request is considered too far in the future for short bookings. Stand-by bookings may only be confirmed as definite reservations by us two to five days from the requested commencement of the hire period. You will be advised if these 'stand-by reservation' conditions are to apply to your booking request.

Please be aware that minimum rental durations may increase seasonally and during certain festivals and public events.

INCLUDED KILOMETRES

Rentals include unlimited kilometres with the majority of our fleet on rentals of 21 days or longer. Rentals of less than 21 days duration have a standard daily allowance of 300 kilometres per day, accumulative. An allowance of extra daily kilometres may be available for an extra daily charge.

CALCULATION OF RENTAL DAYS

With normal car rental, rental days are calculated in 24 hour periods, however with Campervan and Motorhome hire rental days are calculated per calendar day. So, when calculating the number of days a camper is rented, the day of vehicle pickup is counted as Day One of the hire period; regardless of Pick Up time of the vehicle, which is usually not before 10 am. The same concept applies on the final day of the rental; this day is counted as a full day, regardless of the actual time of return. This is conditional upon having the vehicle returned by 3 pm on the final day. Returns after 3 pm will be charged as another day of rental.

CALCULATION OF DIFFERING SEASON RATES

When a rental period encompasses more than one seasonal rate period, the rate calculation is based on relevant proportions of each rate.

CANCELLATION CHARGES

The following fees apply for any cancellation made after the booking has been confirmed and the deposit has been paid. Any requested variation will only be considered under exceptional circumstances and then only at the Manager's sole discretion.

More than 30 days prior to Pick-up- your agreed non-refundable deposit (\$350 minimum) is forfeited – for cancellation of a confirmed booking.

Within 30 days prior to pick-up – a \$500 cancellation charge applies.

Within 7 days prior to pick-up – \$500 or 50% of the rental cost; whichever is greater.

Cancellation on day of Pick-up or No Show – No refund is available – the full rental charge will apply.

Should the Camper vehicle be returned early for any reason; NO refund or credit is available. **This Rental Contract is for the time the vehicle has been reserved, NOT the time it is used. In circumstances where you wish to cancel your hire or shorten it, you should consider claiming on your travel insurance.**

An amendment of rental dates or vehicle category after a booking has been confirmed by SCR VH may be treated as a cancellation and the relevant fees will apply.

All cancellations must be notified in writing to Sunshine Campervan & RV Hire at 6 Cessna Street, Marcoola, Queensland 4564, or via email to hello@sunshinecampervanhire.com.au . Cancellations will be considered active once you have been sent an email confirmation of the cancellation by us.

Note: A \$75 Cancellation Administration Fee will apply to all cancellations made after a confirmed reservation has been completed.

CONTRACT AMENDMENT FEE

A \$75.00 Amendment Fee applies to all changes made after a reservation has been confirmed.

EXTENSION OF RENTAL PERIOD

If you wish to extend the period of your hire you must ring our office and discuss your request. Written requests for an extension of a hire must then be provided to us via email or text message including authorisation to charge the applicable credit card(s) for the extra costs. Confirmation of vehicle availability and authorisation to extend the hire period, if approved, will be then be provided in writing (text or email) from SCR VH.

SCR VH will oblige with extension requests where possible, however cannot guarantee that any such request will be granted. Hire extensions are always subject to vehicle availability and the Pick-up location of the next scheduled hire. Should the pick-up location of the next scheduled hire be at a different

location to your drop-off point, the hirer will be required to meet the cost of relocating the vehicle to the relevant location.

CHANGE OF DROP-OFF DESTINATION

Written authorisation must be obtained from SCR VH Head Office if the hirer wishes to change the drop-off destination after the rental has commenced. If authorisation is granted, it will be provided via email or text message and the hirer will be required to meet the full cost of relocating the vehicle to the relevant location.

EARLY RETURNS

There are no refunds for vehicles returned earlier than the contracted rental period.

SUBSTITUTE VEHICLE

SCR VH reserves the right to substitute a comparable vehicle or upgrade to a higher rate vehicle at no extra cost due to vehicle damage or unavailability. These situations shall not constitute a breach of contract and does not entitle the hirer to any refund whatsoever.

Should only a lower rated vehicle be available and offered, our responsibility is limited to a refund of the difference in the daily rate of the two vehicles.

Due to the unique and expensive cost structures of campervan, caravan and motorhome fleets and the distances they travel, it is not always possible to replace vehicles that may have broken down or been involved in a crash during the rental period. Where no substitute vehicle is available due to distance from our base or lack of available vehicles, our responsibility is limited to refund of the remaining hire period. Such situations shall not constitute a breach of contract and do not entitle the renter to additional refunds or costs for food, accommodation, travel or other expenses incurred.

VOLUNTARY DOWNGRADE

Should the hirer decide within 14 days of pick-up or during the rental period to take a lesser vehicle than originally booked, then they will not be entitled to any refund or adjustment of the rental price.

CLEANING FEES

Your vehicle is provided in a properly cleaned and well-presented condition.

Failure to return the vehicle in a similar state WILL attract cleaning fees.

SCR VH reserves the right to withhold the bond if a vehicle is returned in a dirty condition. Subject to any charges pending against the bond, the bond will be returned after the vehicle has been cleaned and checked for damage.

The vehicle must be returned with the toilet and grey water tanks emptied and the toilet cleaned or charges of \$100 will apply in each instance.

Smoking is strictly prohibited in all vehicles. Cleaning, sanitation costs and demurrage apply where the vehicle is unavailable for hire due to smoking and will be charged where applicable. These costs can be considerable. Simple solution – don't smoke in the vehicle.

PETS / ANIMALS

With prior written permission, small, well behaved dogs may be permitted to travel in limited selected vehicles in our fleet. Any pet will incur a \$150 Pet Transport Cleaning Fee, as we will clean all upholstery and disinfect the vehicle at the end of the hire. This charge will automatically be charged for all Assistance Dogs.

For the safety of the occupants, the animal and the vehicle, all dogs must travel on protective covers on seats and be restrained in a properly fitted safety harness at all times when the vehicle is in motion. Accidents and damage from failure to have the animal properly secured in a seat belt, via a harness, will invalidate insurance, excess and bond provisions. All damages or loss caused by the pet will be charged against the security bond.

EMERGENCY ROADSIDE ASSISTANCE

All vehicles are covered by a 24 hour / 7 days a week emergency roadside breakdown service whilst within the authorised area of use. Towing costs, where applicable may be charged to the Renter.

REPAIRS

All our vehicles are maintained and serviced to the highest standard. Unfortunately, this cannot guarantee that an occasional mechanical malfunction will not occur; even with new vehicles. Minor mechanical repairs up to \$50 value may be carried out without authorisation. We will approve repairs provided that the hirer was not responsible for the damage and an itemised tax receipt is provided.

If your campervan or motorhome requires repairs over \$50 value, or any tyre replacement you must advise SCR VH immediately and seek authorisation and an order number prior to any work proceeding. We will pay the repairer direct or reimburse the hirer; as arranged at the time the problem is reported to us.

SCR VH will reimburse you for expenses incurred for authorised repairs on presentation of detailed tax receipts. N.B. Damaged tyres and defective parts must be returned to our office for inspection.

Our liability for any journey delays incurred as a result of damage or defects to the vehicle not caused or contributed to by the hirer, is limited to refund of hire charges for any full or part days lost. We will not accept responsibility for any other out of pocket expenses such as accommodation or food in the case of a breakdown, or time lost waiting for parts or repairs to be completed.

Please Note: Malfunctions of items other than vehicle mechanical problems e.g. air-conditioning, refrigeration, microwave or other conversion or habitation equipment are NOT considered as a mechanical breakdown and no downtime compensation will be paid.

Please also note: Other than original equipment tyres, we fit and accept only equivalent quality or higher quality/rated tyres. The fitting of poorer quality tyres or tyres of insufficient load and speed rating will result in the tyre(s) being replaced at the hirer's expense. This is to ensure the safety of our customers and other road users. There will be no exceptions to this.

ON ROAD MAINTENANCE

Customers are advised they should check all engine fluid levels at least once a week, whenever they have any concerns, or as soon as possible when an engine warning light or function light comes on. Refer to the On Road Maintenance Guide provided with each vehicle for correct procedures. Do NOT remove radiator caps unless the engine is cold and it is necessary to refill the radiator. Check coolant level via the radiator overflow bottle. Failure to regularly or properly check these items or respond immediately to warning lights can result in the hirer being held responsible for engine or vehicle damage; which can be very expensive. If in any doubt, always contact us first or seek professional advice from an authorised vehicle repair centre if we are unavailable for any reason.

TRAFFIC AND TOLLWAY INFRINGEMENTS

SCRVH reserves the right to pass on to the renter charges for any speeding infringements, tolls or parking fines incurred during the rental period. The Hirer must advise SCR VH of any fines incurred during the rental period or pending fines at the completion of the rental.

A \$55 administration charge applies for processing each speeding and parking fine incurred.

A \$20 administration charge applies for processing each tollway fine, in addition to the cost of the toll.

ONE WAY RENTALS

The standard minimum rental duration for any One Way Hire is 7 days. Note: minimum rental durations may increase seasonally and at times of special events. If a vehicle is returned to a different address from that stated on the Rental Agreement, SCR VH will charge \$45 an hour, plus airfares, where relevant, to recover the vehicle.

RELOCATION RENTAL DEALS

A Relocation Deal is where SCR VH needs to relocate a vehicle from one city to another and is offering customers exceptionally cheap rates to relocate the vehicle, whilst having a holiday. Because the rates are so low and time is

frequently limited, the vehicle may not have been fully detailed by us or our agents and may be provided in the condition left by the last customer. Safety checks will have been completed however. Relocation hires may be cancelled at short notice due to acceptance of a regular hire in that location. This is another reason why these vehicles are offered at such low cost. If this occurs, no compensation is payable.

Relocation rentals are always subject to availability. Drivers must be aged between 25 and 75 years old. Time and kilometre restrictions apply. A security bond of \$2500 will be banked upon vehicle pick-up. This security bond will be refunded after drop-off, subject to all the Terms and Conditions of the Rental Contract being met. Cancellation of relocations within 7 days of pick-up will incur a cancellation charge of \$500.

The bond (same as the agreed Excess Amount) for the vehicle must be paid at the time it is picked up. We offer only one Excess Reduction Option (Option Two) on vehicle relocations. If Option Two is accepted, a security bond of \$2500 will be banked. If no excess Reduction is chosen, the full standard excess amount for that vehicle will be banked. Again, as there are considerable potential costs involved we highly recommend you take out suitable travel insurance for your trip.

LICENCE & DRIVER AGE

A valid full Driving Licence (i.e. national licence valid in Australia or an International Licence with English translation, where necessary), is acceptable. The minimum driver age for Group 1 vehicles is 25 years and the maximum is 75 years.

Certain Group 2 vehicles can be hired by drivers aged 21 to 24 years. This age group is subject to additional charges.

Only persons listed on the Rental Agreement at the commencement of the rental may drive the vehicle. Driving by an unauthorised person will result in termination of all insurance cover. It is considered a serious breach of the rental contract and will be treated accordingly.

BABY AND CHILD RESTRAINTS

The correct use and suitability of child seats / restraints are the hirer's responsibility. SCR VH accepts no responsibility whatsoever for incorrect selection, location or use of any baby or booster seat/restraint. Anchor points are fitted to some of our vehicles and we have a wide selection of baby and booster seats available for hire. Please ensure the vehicle you choose has a suitable number of restraint location points for your requirements, as an alternative may not be available once the vehicle has been booked.

PERSONAL ITEMS AND VALUABLES

SCR VH advises customers not to leave valuables inside the vehicle when the

vehicle is left unattended. SCR VH will not accept any responsibility for any valuables or personal items stolen from the vehicle during the hire, or items left in the vehicle at the completion of the hire. The customer will be advised of any Items of value found during cleaning and asked to supply a suitable stamped and addressed envelope or bag for postage of the item back to them; where return of the item is requested.

ASSISTANCE DURING THE RENTAL

If you experience any problems with your vehicle, including equipment failure, the problem must be reported to SCR VH as soon as practicable, but within a maximum of 24 hours. We do not accept any liability for claims made after this time period. To contact us call our Sunshine Coast Office on (07) 5450 5090

HIRER'S RESPONSIBILITIES

All joint hirers and drivers listed on the Rental Contract are jointly and severally responsible for abiding by all the Terms and Conditions noted on this document in addition to the Terms listed on the Rental Contract (Rental Agreement). SCR VH strongly advise all joint hirer's/drivers read these documents carefully and ensure they are fully conversant with the contents and their obligations and entitlements. Once you take possession of the vehicle it is deemed that all Hirers and drivers have read, understood and accepted the full terms and conditions of the hire

By entering into the Rental Agreement, you irrevocably authorise the relevant SCR VH operating entity to debit your credit/debit card or security bond with the following:

- All charges as specified in the Terms and Conditions and the Rental Contract.
- Costs for all loss or damage to the vehicle or third-party property up to the value of your chosen excess amount. (Refer to section on "Vehicle damage").
- All costs in the event of loss or damage to the vehicle and/or third party property where the Terms and Conditions of the Rental Contract have been breached. This includes any such damage not reported to SCR VH upon return of the vehicle.
- All fines and fees in relation to speeding, parking or other traffic infringements incurred during the hire period. This includes an administration fee of \$55 for processing each speeding infringement into the hirer's name.
- The costs of refuelling the vehicle and gas bottles, where necessary upon return. Vehicles not properly refuelled will incur a refuelling fee in addition to fuel costs at pump prices.
- Costs for repair (or parts replacement) of any damage to interior conversion items or fit-out or equipment items, where the hirer is deemed to be at fault – labour rate for fit-out repairs is charged at \$85 +

GST, per hour and appliances/equipment at rate charged to us. Material costs and freight charges for parts, where applicable, will be charged.

TERMINATION OF THE RENTAL CONTRACT & VEHICLE REPOSSESSION
SCRVH reserves the right to refuse to accept any rental or rental extension.

SCRVH may terminate the Rental Agreement and SCR VH or its appointed agents may repossess the vehicle (and for that purpose enter any premises and remove the vehicle) at any time and without notification to the hirer in the following circumstances:

- where the hirer is in breach of any material term or condition of the rental contract, or
- where the hirer has obtained the vehicle through fraud or misrepresentation, or
- where SCR VH reasonably considers that the safety of the passengers or the condition of the vehicle is endangered, or
- where the vehicle appears to be abandoned, or the vehicle has not been returned on the agreed date and/or the management of SCR VH reasonably believes that the vehicle will not be returned on the agreed date.

The hirer understands and accepts that in the event of such termination and repossession, he/she/they have no right to a refund of any part of the rental charges or the Vehicle Security Deposit/Bond.

ACCIDENTS AND VEHICLE DAMAGE

SCRVH is to be advised of any damage to or accident involving the vehicle as soon as practicable; but within 24 hours.

The security Bond (your insurance excess) will be withheld or secured in the event the vehicle is in an accident or is damaged. The hirer and/or driver involved must complete the 'Accident and Damage Form' as completely as possible and transmit it to SCR VH Head office by photographing or scanning the document and emailing it through.

Where possible, take photos of the accident scene and the damage to all vehicles involved, before moving the vehicles and transit them to us. Such photos can be invaluable in the event of a dispute.

Towing charges will apply after a crash where the vehicle is not roadworthy, is un-driveable, or unsafe.

The following costs/damages are to be paid in full by the hirer in the event of vehicle damage or loss:

- Tyres – excluding a tyre included where Option 3 Excess Reduction was chosen
- Windscreen – excluding a windscreen included where Option 3 Excess Reduction was chosen
- Any other vehicle glass or Perspex window
- Underbody damage
- Roof Damage including vehicle roof equipment (where the vehicle has been damaged above the top of the windscreen).
- Awning damage
- Towing costs after an accident/crash – to the nearest town, holding yard or suitable vehicle repair centre
- Recovery and towing costs where the vehicle becomes bogged.

The hirer(s) is also responsible for all loss or damage where:

- The vehicle was left unlocked, or the keys were left inside the vehicle or not kept secure and under the personal control of the hirer
- The hirer has failed to maintain all fluid levels
- The vehicle is driven with a damaged or missing fan belt, radiator cap or other fluid compartment cap
- The vehicle is totally or partially immersed in water; regardless of the cause
- The vehicle is driven in a dangerous or negligent manner
- The vehicle is driven on roads or tracks other than properly formed sealed roads
- The driver has breached any material Terms and Conditions of the Rental Agreement
- Demurrage applies when the vehicle is off road for repairs – charged at the daily hire rate

Note: The Insurance Excess is payable per incident; not per hire.

Where remaining excess funds are considered insufficient following an incident/accident, a 'top up' of the bond or payment of a further full bond may be required to cover the remainder of the rental. SCR/VH reserves the right to refuse granting of further excess reduction in the event that the hirer is fully or partially at fault for the accident; or where the hirer has insufficient funds available to cover any further excess claim that may occur. In such cases, the hirer's liability shall be the standard insurance excess liability for the hired vehicle.

Where the costs of repairs exceeds the value of the bond (Excess), the full value of the bond (Excess amount) is forfeited

Where the total damage related costs are less than the security bond amount, a refund will be issued after the vehicle has been fully repaired and all third-party claims and our costs have been settled. Be aware, disputed third party

claims can result in a long drawn out process; sometimes taking months, or even years in some situations.

All vehicle recovery costs will be in addition to the security bond in the event the vehicle is un-driveable after an accident/crash.

Towing costs and the security bond may be refunded in the event that damages can be recovered from a third party.

VEHICLES SPECIFICATIONS

Due to fleet development and vehicle replacements, vehicle specifications may vary.