

RENTAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

Brochure means the current brochure prepared by the Company for distribution to Customers and exhibited on the website.

The Company means Regency Campervan Sales Pty Ltd ACN 006 505 611

Credit Card means Visa, MasterCard.

The Customer means the person(s) entering the Rental Agreement with the Company for the hire of a Vehicle. Any person making any payment to the Company by Credit Card shall also be deemed to be a Customer and shall be bound by the Rental Agreement.

Goods and Services Tax (GST) means the Goods and Services Tax as defined by A New Tax System (Goods and Services Tax) Act 1999 (as amended). All monetary amounts are expressed in Australian Dollars and are exclusive of GST except where expressly included.

Rental means money due for the rental of the Vehicle and including all stamp duty and GST, but does not include the security deposit, any insurance excess, cost of replacement fuel or LP gas, costs associated with damage to the Vehicle or third party property, unpaid fines and tolls, cleaning costs or relocation fees.

Rental Agreement means this Agreement including the Rental Terms and Conditions and provisions in the Brochure.

Vehicle means a Campervan, Motorhome or any other vehicle provided by the Company and rented to the Customer under the Rental Agreement.

2. **THE BROCHURE:** The Brochure which is published on the Company website and provided to Customers outlines general information and particulars of current Rental, equipment included in Vehicles, additional services available and insurance requirements. These particulars form part of this Rental Agreement and must be read in conjunction with the Rental Terms and Conditions. In the event of inconsistency, the Rental Agreement and Rental Terms and Conditions shall prevail. The Company reserves the right to amend the Brochure at any time prior to entering a Rental Agreement with the Customer.
3. **RESERVATIONS:** Upon receiving a deposit of \$200.00 from the Customer, the Company shall receipt the monies and confirm a reservation subject to the Customer paying the balance of monies when due.
4. **PAYMENT:** Payment of Rental and other monies due to the Company shall be paid by cash or Credit Card only. Prior to collection of the Vehicle, the Customer or some other person approved by the Company shall provide a Credit Card voucher to be held by the Company. The Customer and the approved person agree to be jointly and severally liable for any further monies due under the Rental Agreement.
5. **SECURITY DEPOSIT:** Upon the Customer signing the Rental Agreement, the security deposit shall be paid to the Company, but will be refunded to the Customer upon the return of the Vehicle in a clean and undamaged condition, provided the Customer is not in breach of the Rental Agreement. The Company, at its sole discretion, may retain any monies from the security deposit to compensate for any loss arising from a breach of the Rental Agreement by the Customer.
6. **DRIVERS:** A valid full Driver's Licence issued in Australia or in the case of an international driver, a valid licence from the country of origin or an international driver's permit must be produced prior to collection of the Vehicle. No driver under the age of 21 years shall drive the Vehicle at any time and drivers over the age of 70 years must also produce a recent doctor's certificate verifying the holder's ability to drive the Vehicle. No driver other than a person nominated by the Customer and approved by the Company is to drive the Vehicle. Under absolutely no circumstances is a person to drive the Vehicle while in excess of the Prescribed Concentration of Alcohol or under the influence of alcohol or drugs.
7. **COLLECTION AND RETURN OF VEHICLES:** All Vehicles must be collected and returned to the Company's premises in Melbourne or the Company's agents or depots throughout Australia by prior arrangement between the hours of 9:00am and 5:00pm, Monday to Friday, excluding public holidays. All vehicles must be returned in a clean undamaged condition with a full fuel tank. Should the Customer not meet these obligations, the cost of the fuel, any cleaning costs and any unrecovered cost of damage will be deducted from the Vehicle security deposit by the Company. Rental and other charges on overdue Vehicles shall be paid to the Company on a daily basis and overdue Rental shall be paid at double the agreed rate. Relocation costs payable by the Customer will apply to one way hirings but shall be limited to the amount quoted to the Customer at the time of confirmation of the reservation, provided the Customer returns the Vehicle to the nominated destination. The early return of a Vehicle does not entitle the Customer to a reduction or refund of any Rental.
8. **CARE OF VEHICLES:** At all times the Customer is responsible for the reasonable care of the Vehicle and shall be liable for the cost of any damage arising from a breach of this duty of care. At no time is the Vehicle to be left unattended and unsecured and the Vehicle must not be driven on any unsealed road without the specific authority of the Company first obtained in writing. Animals are not permitted in the Vehicle at any time.
9. **MECHANICAL BREAKDOWN OF VEHICLES:** In the event of mechanical breakdown of the Vehicle, the Customer may authorise repairs not exceeding \$100.00 which will be refunded by the Company upon return of the Vehicle with a Tax Invoice and receipt for payment. The Customer must not and does not have the authority of the Company to authorise any repair exceeding \$100.00 without the express written consent of the Company prior to any repair being undertaken.
10. **INSURANCE:** The Vehicle is insured against damage but excluding damage to windscreens, underbody, overhead and tyres which shall be replaced or repaired at the expense of the Customer. All insurance claims are subject to an excess and any excess must be paid by the Customer within seven days of any event giving rise to an insurance claim. The Customer is liable for any damage caused by abuse or misuse of the Vehicle or arising from any circumstances which could have been reasonably foreseen by the Customer, which causes damage to the Vehicle or the property of any third party. The Customer indemnifies the Company against any loss arising from damage caused by third parties, which if caused by the Customer would be recoverable by the Company. Personal injury is insured under the statutory third party insurance and cover is limited to the terms of that insurance. The Customer shall reimburse the Company for any loss arising from a violation of any insurance policy due to the acts or omissions of the Customer. No property of the Customer is insured at any time by the Company and the Company shall not be liable for such loss, however incurred.
11. **REPLACEMENT OF VEHICLES:** Should a Vehicle require major repair with no likelihood of proceeding within a reasonable time through no fault of the Customer, the Company shall use its best endeavours to provide a similar replacement Vehicle. However, if it is impractical or not commercially expedient, the Company may elect, at its discretion, not provide a replacement Vehicle, but it shall refund any unused Rental to the Customer. If the breakdown is caused by any breach of this Rental Agreement by the Customer or the Customer's abuse or misuse of the Vehicle, the Customer shall pay the cost of the repairs and will not be entitled to a replacement Vehicle or any refund.
12. **TRAFFIC INFRINGEMENTS, TOLLS AND UNREPORTED DAMAGE:** All traffic infringement notices, fines, other statutory penalties, tolls and unreported damage to third party property incurred while the Vehicle is in the possession of the Customer shall be recoverable from the Customer upon coming to the notice of the Company and a \$50.00 administration fee will be payable by the Customer.
13. **LAW:** The Rental Agreement shall be governed by and construed in accordance with the laws of the State of Victoria and the parties agree to submit to the non-exclusive jurisdiction of the Courts of this State and Courts having appellant jurisdiction therefrom.
14. **CANCELLATION CHARGES Cancellation fees apply as follows:**

Cancelled 30 days or more prior to pick up date:	loss of booking deposit
Cancelled 7-29 days prior to pick up date:	loss of booking deposit plus 10% of balance due
Cancelled 1-6 days prior to pick up date:	loss of booking deposit plus 50% of balance due
Cancelled on day of pick up or no show:	100% of rental charge.