



# hire agreement

from September 2020

## 1. Definitions

"Agreement" means the Rental Agreement and these Terms and Conditions. "Consumer" means a consumer within the meaning of section 3 of the Australian Consumer Law. "Hirer" means the person or persons nominated as the hirer, all authorised drivers and any person whose credit card is presented for payment or who is otherwise responsible for any payment associated with the rental and/or the security bond. "Little Camper Co." means Little Camper Co. Pty Ltd T/as Little Camper Co. "Vehicle" means the vehicle identified in the Rental Agreement as well as any replacement vehicle and includes all equipment, accessories, tyres, tools or any additional hire items. "We" means Little Camper Co. and "our" has a corresponding meaning. "You" means the Hirer under this Agreement and "your" has a corresponding meaning. "Liability" means the amount the Consumer is liable for under this Agreement in respect of the Vehicle and the Consumer's use of the Vehicle.

"Restricted Road" means each of the roads and areas described in section 12 of the Agreement.

## 2. Vehicle Condition

2.1 The Hirer acknowledges that it has received the Vehicle in good operating condition. Subject to your rights under this Agreement, the Hirer agrees to return the Vehicle in the same condition (except for ordinary wear and tear, not including windscreen or tyre damage) together with all the keys, tyres, documents, accessories, utensils, tools and equipment to the location specified on the Rental Agreement and on the date and time specified (or sooner, if demanded by Little Camper Co.).

2.3 The Vehicle is to be returned by the Hirer with a full tank of fuel. Failure to adhere to these terms will result in additional charges and a fee of AU\$50.00 plus a 2.5% processing fee..

2.4 Any existing Vehicle damage will be marked on the Condition Report through images completed at the time you hire the Vehicle. The Hirer accepts these terms before taking possession of the Vehicle.

2.5 The Hirer acknowledges and agrees to return the Vehicle in a clean condition (at Little Camper Co. reasonable discretion). Failure to adhere to these terms will result in a AU\$100.00 cleaning fee plus a 2.5% processing fee, this includes smoking related cleaning fees as smoking is strictly prohibited in the Vehicle. Pets are not permitted inside the Vehicle without prior written authorisation from Little Camper Co. (with the exception of registered guide dogs).

## 3. Pick-Ups & Drop-Offs

3.1 The Hirer must allocate and allow adequate time to complete any required paperwork when picking up and dropping off the Vehicle.

3.2 The Vehicle must be picked up and dropped off at the same location stated in the booking Agreement.

3.3 There is no monetary refund for late pick up or early drop offs of a Vehicle. Hirers are charged for the length of time booked, not the actual time used. We strongly recommend that all Hirers take out their own premium travel insurance in respect to any risk that a Hirer, for reasons of their own, may need to return a Vehicle earlier than expected.

3.4 Little Camper Co. allows a grace period of 60 minutes after the return time stated on the Agreement. If the Vehicle is dropped of later than this time without written authorisation by Little Camper Co, the Hirer will incur a cost of AU\$150 per day plus a 2.5% processing fee (in addition to the daily rate applicable at that date and time), the fees will be charged to the Hirers credit/debit card.

3.5 Vehicles which are returned after the agreed drop-off date and time may also be reported lost or stolen to the police if the Hirer fails to advise Little Camper Co that the Vehicle will be returned late.

3.6 If the Vehicle is parked illegally or being used in a manner against any applicable law, abandoned or any conditions of the use breaches the terms of the Agreement, Little Camper Co. has the right to take possession of the Vehicle without any prior requests by the Hirer.

#### **4. Rental Durations**

4.1 Rental days are based on calendar days. The day of pick-up is considered one calendar day, regardless of the pick up time. The day of drop-off is considered a full calendar day, regardless of time the Vehicle is dropped off.

4.2 All Vehicles have unlimited kilometres included within the confirmed price.

#### **5. One-way Rentals**

5.1 One-way Vehicle rentals are not permitted without any prior written Authorisation from Little Camper Co. Failure by the Hirer to adhere to these terms may incur a AU\$3000.00 fee plus 2.5% processing (in addition to any travel or accommodation expenses incurred by Little Camper Co.) to collect the Vehicle from another destination not specified on the Agreement. These fees will be charged to the Hirers credit/debit card.

#### **6. Multiple Rentals & Extensions**

6.1 Consecutive rentals can be combined to qualify for a long-term discount rate provided travel is within a 90 day period.

6.2 If the Hirer requests an extension to their rental period, they must contact Little Camper Co. and receive written authorisation. Any new agreed extension to the Hirers rental period will be calculated on the basis of availability and the rates applicable to that date and time and will be charged to the Hirers credit/debit card on confirmation of the extended rental period.

6.3 Failure to obtain prior written authorisation for a rental extension will result in the Hirer being charged (as per the conditions outlined in section 3.4 and 3.5 of the Agreement) a late fee of AU\$150 per day plus a 2.5% processing fee (in addition to the daily rate applicable at that date and time), the fees will be charged to the Hirers credit/debit card without prior notice to the Hirer.

#### **7. Age Restrictions**

7.1 All drivers must be 21 years of age and over. Age and insurance excess conditions apply as detailed in section 17.1 of this hire agreement.

#### **8. Drivers Licence**

8.1 A valid full (non-probationary and minimum of 2 years) drivers licence is required by the Hirer and should be presented at the time of hire. All drivers licences must have been validated and held for a minimum for 2 years, irregardless of age.

8.2 If the Hirers licence is not in English, then (i) the Hirer must provide a full translation by an accredited translation organisation with the cost to be borne by the Hirer; or (ii) a valid International drivers licence..

8.3 Any extra drivers must provide proof of their licence and must be signatories on the Agreement.

8.4 Extra drivers will be charged \$4 per day for each extra driver for the duration of the Agreement.

8.5 Little Camper Co. reserves the right to make copies of the Hirers driving licence upon confirmation of booking, such information to be held subject to Little Camper Co's Privacy Policy.

#### **9. Refusal**

9.1 Little Camper Co. reserves the right to refuse any rental at our sole discretion.

#### **10. Use of Vehicle**

10.1 The following persons are prohibited from driving the Vehicle:

10.1.1 A person who is not identified on the Rental Agreement;

10.1.2 A person who is not properly licensed for the class or transmission category of the Vehicle;

10.1.3 A person whose blood alcohol concentration exceeds the lawful percentage;

10.1.4 A person who has given or for whom you have given a false name, age, address or drivers licence details;

10.1.5 A person whose drivers licence has been cancelled or suspended within the last three years; and/or

10.1.6 A person who is under the influence of drugs.

#### **11. Conditions in which and/or for which the Vehicle must not be used**

11.1.1 To carry persons for hire or reward.

11.1.2 To carry inflammable, explosive or corrosive materials;

11.1.3 To propel or tow any Vehicle, trailer, boat or other object unless Little Camper Co. has given written pre-authorisation;

11.1.4 To carry any greater load and/or more persons than is lawful or use in a manner or for a purpose other than for which the Vehicle was designed and constructed;

11.1.5 For racing, pace making, reliability trials, speed trials, hill climbing, or any testing in preparation for those purposes;

11.1.6 For creek, river or beach crossings and where the Vehicle may be submerged in water or has come in to contact with direct saltwater;

11.1.7 In a dangerous or careless manner;

11.1.8 For any illegal purpose; and/or

11.1.9 In contravention of Australian Road Rules and regulations including but not limited to the applicable speed limits (which the Hirer has the sole responsibility to acknowledge and implement).

11.2 You the Hirer acknowledge that Little Camper Co. retains title to the Vehicle at all times. The Hirer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

11.3 Smoking, the carriage of pets or other animals, and/or use of candles or mosquito coils are expressly prohibited unless otherwise pre-authorised in writing by Little Camper Co, with the exception of registered Guide dogs.

## **12. Restrictions**

12.1 The safety and well being of our consumers is of paramount concern. Therefore the Hirer agrees that it shall drive the Vehicle subject to the following restrictions:

12.1.1 Vehicles must not be used on any unsealed roads (being a road not sealed with a hard material such as tar, bitumen or concrete). Off road conditions include, but are not limited to, fire trails, beaches, sand, tracks, fields, or paddocks. The only exception for this is reasonable use of access roads limited to a maximum of 10 kilometres in length to recognised and legal commercial campgrounds and major tourist attractions.

12.2 The Hirer is responsible for any damage caused by driving on unsealed roads in breach of this Clause 12.

12.3 The Hirer must acknowledge and accept that the Vehicle must not be driven in any adverse or severe weather conditions, nor driven in breach of any prohibited destinations or restrictions placed by Little Camper Co and/or this Agreement.

12.4 The Hirer is prohibited from driving the Vehicle to destinations where the length of travel time surpasses the length of agreed rental period.

12.5 The Hirer must contact Little Camper Co. immediately in the event that any warning lights or malfunction of the Vehicle occurs, in the event that the Hirer does not then the Hirer shall be liable for any subsequent and related loss or damage caused.

12.6 The Hirer is prohibited from making any alterations or additions to the Vehicle without written pre-approval from Little Camper Co.

12.7 All Little Camper Co. Vehicles are restricted to mainland Australia. Trips to islands, including but not limited to, Tasmania, Fraser Island, Stradbroke Island and Kangaroo Island are strictly prohibited. All recovery costs from any island are the Hirer's responsibility, regardless of cause. (Unauthorised travel will void any liability reduction options of this Agreement. Hirers will also be responsible for all costs associated with the rental, including servicing, breakdown and recovery as well as loss of bond), and shall be liable for any loss or damage caused by the Hirer's breach of this Clause.

12.8 It is the Hirers responsibility to receive clarification and pre-approval in writing from Little Camper Co. for travel to any areas that may be considered restricted prior to travel.

## **13. Maintenance & Repairs**

13.1 Little Camper Co. will reimburse customers for expenditure up to AU\$100.00 reasonably incurred in rectifying any mechanical failure to the Vehicle. For repairs costing over AU\$100.00, Little Camper Co. will need to be informed and pre-approve in writing the repair in advance. Repairs will be approved and reimbursement for expenditure will be made (where applicable), provided the Hirer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

13.2 Malfunctions of stereo systems, cabin lights, air-conditioning, fridges, sink water pumps etc. are not considered mechanical breakdowns and downtime will not be refunded.

13.4 Little Camper Co. reserves the right to choose the service provider of all repairs, including any preferred supplier.

13.5 The Hirer acknowledges that if you do have an issue with your Vehicle outside normal business working hours, (including public holidays and overnight), then you agree to accept any potential delays and/or losses caused from the lack of available parts or services and acknowledge to release and indemnify Little Camper Co. from any claims that may arise in respect to that issue. It is for this reason we urge all Hirers to be aware of what day of the week it is and be alert to any issues that may arise.

13.6 Our responsibility to provide a rental extension or refund of hire fees is conditional on any problems associated with the Vehicle, including equipment failure, and ensuring that the Hirer reports any issues related to the operations of the Vehicle is advised as soon as possible and within 24hrs, to give Little Camper Co. the opportunity to rectify the problem.

13.7 Subject to the rights and obligations contained in Australian Consumer Law, if the Vehicle is not able to be driven as a result of the defect or breakdown, Little Camper Co. is obligated to refund Your hire fees only (excluding any liability option reduction amount) for the time that the Vehicle was actually in normal functional use or providing a replacement vehicle subject to availability. Little Camper Co. may grant an extension to the rental period in lieu of providing a refund. Little Camper Co. will not be responsible for the costs of alternative accommodation, travel costs

(including travelling to the location specified by Little Camper Co. to collect any replacement vehicle), or food or any other cost or expense resulting from the breakdown, accident, or repair of the Vehicle.

#### **14. Traffic Infringements & Toll Charges**

14.1 A non-refundable AU\$50.00 infringement processing fee will be charged per infringement or toll notice to cover administration costs in relation, but not limited to, any speeding, parking fine, traffic infringement, or toll notice

14.2 Little Camper Co. will send you (by way of email to the email address provided in the Agreement) a copy of the relevant infringement or fine notice and any reminder notice as soon as practicable after receipt thereof by Little Camper Co. Receipts of infringements are issued beyond our control by the relevant authorities and therefore may take many weeks.

14.3 The Hirer agrees that Little Camper Co. may forward your credit card and any other relevant personal details in relation to the rental of the Vehicle to a third party or relevant authority including but not limited to the police for the purposes of contacting you directly regarding processing and administration for any infringements and/or fine notices received by Little Camper Co. in connection with your use of the Vehicle.

14.4 All enquires in relation to infringements and notices should be forwarded to the contact details outlined on the relevant traffic and/or toll infringement notice. You will retain all rights to query, challenge, or object to the authority that issued the infringement notice or to a court within the timeframe stipulated on that notice.

14.5 The Hirer remains liable and shall continue to be liable for the payment of the original fine or toll including any fees relating to late payments. All toll charges will include a 2.5% processing fee.

#### **15. Rental Fees & Charges**

15.1 Any Conditions or Rates quoted by Little Camper Co. are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by Little Camper Co. Any booking amendments will result in the rate booked being re-calculated at the rate applicable on the day of amendment. Please note all prices are quoted and payable in Australian dollars.

15.2 The total charges as set out in your rental Agreement may not be final. The Hirer agrees that it will pay any shortfall in charges to Little Camper Co. and the Hirer will receive a refund for any overcharges made by Little Camper Co. Wherever possible, any amendment to charges will be notified to the Hirer at conclusion of rental, and the Hirer agrees to the payment of any such charges at that time.

15.3 All bookings require payment in full on the date of confirmation. A \$500.00AUD security bond payment will be pre-authorised and held 24 hours before the day of your confirmed pick up date using the same payment method used for your booking. If the Hirer would like to use an alternative payment method (EFT or Debit/Credit Card only) for the \$500.00 AUD security bond, then they must inform Little Camper Co. no less than 48 hours before their confirmed pickup date or during their check in.

15.4 All charges and expenses payable by the Hirer under this Agreement are due on demand by Little Camper Co. including but not limited to any costs outlined in this Agreement and reasonable legal fees incurred by Little Camper Co. When the Consumer comprises more than one person, each person is liable jointly and severally, for all obligations of the Consumer in accordance to this Agreement.

15.5 Should it become necessary for Little Camper Co to enforce any term of this Agreement either through legal representation, collection agency, or directly through a small claims Court, then the Consumer agrees that it shall pay all reasonable legal fees, agency fees, court costs, and other reasonable collection costs.

15.6 Cancellations made within 48 hours of the booking confirmation and that are within 30 days prior to the pick up date will receive a full refund minus a 2.5% processing fee of the total rental amount. This is inclusive of any deposits paid.

15.7 Cancellations within 14 days prior to the pick up date will receive a 50% refund minus a 2.5% processing fee of the total rental amount. This is inclusive of any deposits paid.

15.8 Cancellations made less than 14 days to the pick up date will not be refunded.

15.9 Cancellations made during the rental period will not be refunded for any days that are not used should the Hirer decide to return the van earlier than requested.

15.10 Any changes to your booking are at the sole discretion of Little Camper Co as well as subject to availability, rates and may incur an administration fee of \$29.00 AUD.

#### **16. Accidents & Incidents**

16.1 In case of an accident, the Hirer must;

16.1.1 Record any names, addresses, and contact numbers of any third parties ("Third Parties") involved in the accident including any of those whom could be classified as a witness;

16.1.2 Record any Vehicle registrations involved in any accident;

16.1.3 The location, time, and date of the accident;

16.1.4 Record the name and contact details of any Third Party's insurance company;

16.1.5 Never accept liability or blame and never insist that it was another persons fault;



16.1.6 Report any accident or incidents to the Police and Little Camper Co. within 24 hours; and

16.1.7 Provide their drivers licence and any police reports to Little Camper Co.

16.2 Little Camper Co. Vehicles all have third party insurance cover in the event of an accident. In some cases the Hirer may be entitled to claim for personal injury against the Third Party involved in the accident, depending on the extent to which their insurance covers. Consequently Little Camper Co. strongly recommends that the Hirer take out additional travel insurance that covers personal injury in the event of an accident.

16.3 In the event of an accident resulting in the Vehicle no longer being operational and the accident is not the fault of the Hirer, the liability of Little Camper Co. is limited to that set out in clause 13.7.

16.4 In the event of an accident, Little Camper Co. will use its own sole discretion as to whether an alternative vehicle will be provided.

16.5 The Hirer must acknowledge that all incidents or accidents, regardless of the proximity of time or date will be treated as individual cases and therefore the Hirer will be responsible for the liability outlined in section 17 for each incident or accident caused during the rental period. The Hirer must immediately contact Little Camper Co. to preauthorise a new bond after every accident or incident reported otherwise the rental Agreement would be terminated without any refund.

## **17. Liability**

17.1 All hirers over the age of 25 years old must agree to pay a AU\$2,000.00 excess of any damage caused to the Vehicle whilst in their possession (or the full cost of damage if clause 17.2 applies). All hirers between the ages of 21-25 years old must agree to pay a AU\$4,000.00 excess of any damage caused to the Vehicle whilst in their possession (or the full cost of damage if clause 17.2 applies)

17.2 The Hirer will be liable for all damages caused to the Vehicle if;

A) The Hirer breaches any of the terms in this Agreement that results in the cause or contribution to the damage;

B) The damage is caused or contributed by any of the exclusions set out in section 12 of this Agreement.

17.3 If the Hirer drops-off the Vehicle with damage, the security bond deposit will be used towards the cost of such damage. If the damage is due to a breach of any terms of this Agreement, and the security bond deposit is insufficient to cover the damage, then any extra cost will be charged to the Hirer.

17.4 In the event that the accident or damage caused to the Vehicle is not due to the fault of the Hirer, Little Camper Co. will endeavour to recover costs from the Third Party and refund any recovered costs to the Hirer. Any costs recovered from the party at fault shall be less any reasonable fees of Little Camper Co, but shall hold a minimum \$200.00 administration fee. The Hirer must acknowledge that some third party claims may take up to weeks, months, or even years to resolve.

17.5 The Hirer agrees that windscreen and tyre damage and repairs are excluded from the standard protection plan and are the sole responsibility of the Hirer in the event of any incident or accident. Little Camper Co. offers a standard protection plan that is outlined below;

### **Standard Protection Plan Included in rental rate:**

**Bond AU\$500.00 | Excess Au\$2000.00 (Over 25yrs old) | \$4000.00 (Under 25yrs old)**

## **18 Liability Reduction & Security Bonds**

18.1 Little Camper Co. require a security bond of AU\$500.00, this will be deducted from Your credit card/debit card by Little Camper Co (as set out in clause 15.3) and will be refunded when the Vehicle is dropped-off, provided there is no damage to the Vehicle (as set out in clause 17.3).

18.2 Little Camper Co. does not offer a liability reduction policy. We strongly recommend that the Hirer purchase a high level of travel insurance when renting a Vehicle from Little Camper Co. Subject to some insurance providers, policies may provide a liability reduction option and should be arranged between the third party provider and the Hirer. Little Camper Co. accepts no responsibility for any additional insurance purchased through a third party company.

## **19. Hirer Responsibility**

19.1 At all times the Hirer is fully responsible for all fees, damages, expenses and/or costs for:

19.1.1 Damage caused where the terms of this Agreement have been breached;

19.1.2 Damage caused due to Vehicle use in contravention to clause 10, 11 or 12 of this Agreement, or as otherwise set out herein;

19.1.3 Damage caused to the Vehicle by not driving in a prudent and cautious manner;

19.1.4 Damage caused to the Vehicle by driving on unsealed roads or beach driving;

19.1.5 Damage caused to the Vehicle in any way by part or total water submersion including in floodwater, river water, salt water, or any other source of water;

19.1.6 Damage caused to the Vehicle by the Hirer's wilful misconduct or negligence;

19.1.7 Damage caused to the Vehicle due to use of incorrect or contaminated fuel;

19.1.8 Damage or loss caused to any personal belongings of the Hirer or any third party;

or loss caused to any personal belongings of the Hirer or any third party;

19.1.9 Damage to the awning, overhead (roof including solar panels), or under-body of the Vehicle;

19.1.10 Damage caused to the Vehicle because the Hirer has failed to perform tyre checks and maintain all fluid and fuel levels, or failed to immediately rectify or report to us any defect of which you become aware;

19.1.11 All costs to replace keys which have become lost, broken, damaged, stolen, or for the retrieval of keys which been locked in the Vehicle, or where the Vehicle has been stolen due to it being unlocked;

19.1.12 Loss or damage caused where it is deemed by local authorities that the Hirer has been careless or willful in failing to comply with any legislation or regulation in its control of the Vehicle, resulting in damage to the hired Vehicle and/or Third-Party Vehicle or any other property;

19.1.13 Damage caused by the Hirer's failure to take reasonable measures for the safety of the Vehicle, its parts or accessories or any part thereof, or failure to comply with all restrictions on the use of the Vehicle or otherwise abuse or misuse of it;

19.1.14 The cost of recovering the Vehicle in the event it becomes stuck or bogged in wet ground, sand, or mud; and/or

19.1.15 Damage to or loss of personal belongings of the Hirer or any other person within or on the Vehicle.

19.2 This clause 19 and 16 of this Agreement shall survive the termination of this Agreement.

## **20. Payment, Charges and Obligations**

20.1 By entering into this Agreement the Hirer agrees and authorises Little Camper Co. to debit the credit card or any other card provided (and you will pay on demand any balance) for the following charges:

20.1.1 All rental charges specified in the Rental Agreement and this Agreement;

20.1.2 All charges claimed from Little Camper Co. in respect of, but not limited to, parking or any other traffic violations incurred during the period of hire or until such later time as the Vehicle is returned to Little Camper Co.;

20.1.3 The total required security bond deposit in the event of an accident; and/or

20.1.4 All loss or damage referred to in section 19 of the Agreement.

20.2 Where the Rental Agreement is comprised of more than one Hirer all Hirers are jointly and severally responsible and liable under this Agreement.

## **21. Warranties**

21.1 To the extent permitted by law, Little Camper Co. makes no representations, whether express or implied, as to the merchantability, condition, durability or fitness for purpose for which the Goods are used. Further any implied warranty as to latent defects is expressly excluded.

21.2 At no stage and in no event shall Little Camper Co be responsible for any loss, damage, cost, or expense suffered, incurred or sustained by the Consumer arising out of or through the negligence of Little Camper Co, its agents, or employees.

21.3 The warranties contained herein shall not be read or applied so as to purport to exclude, restrict or modify the application in respect to the supply of Goods or services pursuant to these Terms of Trade of any or all of the provisions of the Competition and Consumer Act 2010 (Cth) ("CCA") or any other statute of any state or territory of Australia which by law cannot be excluded or modified.

## **22. Limitation of Liability and Indemnity**

22.1 Nothing contained in this Agreement shall exclude, restrict or modify any express or implied conditions, warranties or requirements that cannot be excluded under the Australian Consumer Laws or any other statute that may be applicable.

22.2 To the extent permissible by law and as otherwise set out in this Agreement, Little Camper Co will not refund, exchange or redeem for cash any fee or deposit made to it for the hire of the Vehicle.

22.3 Little Camper Co. will have no liability to the Hirer for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, in- direct or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue or loss of opportunity).

22.4 The Hirer agrees to release and indemnify Little Camper Co, its employees, agents and contractors from and against all actions, claims, demands, losses, damages, costs, expenses (including, both not limited to legal costs), or harm incurred by Little Camper Co. as a consequence of any breach or failure by You in the performance of your obligations under this Agreement or for which the Hirer is otherwise liable for under the terms of this Agreement.

22.5 To the extent permitted by law, all conditions, warranties, and terms implied by law and any liability for consequential or indirect damages are excluded from this Agreement.

22.6 Without limiting any other term of this Agreement, to the extent that Little Camper Co. is permitted under Australian law to limit its liability, the aggregate of Little Camper Co. liability to the Hirer is limited to an amount not exceeding the amount paid by the Hirer pursuant to the Agreement.

22.7 Otherwise, and except as provided for in this Agreement, Little Camper Co makes no representation of any kind, express or implied with respect to the provision of the Vehicle for hire.

## **23. Termination & Breach of Contract**

23.1 The Hirer agrees that Little Camper Co. shall have the right to refuse any rental and/or terminate this Agreement and take immediate possession of the Vehicle without notification to the Hirer in the event that:

23.1.1 The Hirer fails to comply with any conditions of this Agreement, particularly section 10;

23.1.2 The Hirer has obtained the Vehicle through fraud or misrepresentation;

23.1.3 If the Vehicle incurs any damage; or

23.1.4 In the reasonable opinion of Little Camper Co. and/or the Australian Police, the driver of the Vehicle does not have sufficient skill or experience to operate the Vehicle in a safe manner, or the safety of the passengers or the Vehicle is at risk.

23.2 In such an event the Hirer will: (a) not be entitled to any refund the rental charges whatsoever; and (b) be responsible for the payment of any towing costs to return the Vehicle to the agreed return location. You indemnify Little Camper Co, its employees to the extent permitted by law from claims from any person resulting from entry into any third party property to repossess the Vehicle. The termination of hire under this section 23 shall be without prejudice to any rights of Little Camper Co. or the Hirer under this Agreement or otherwise at law.

## **24. Privacy**

24.1 The Hirer agrees that Little Camper Co. will collect personal information about the Hirer as part of the rental process. Little Camper Co. may therefore not be able to enter this Agreement if the Hirer does not provide all the information requested. Any information collected will be handled in accordance with the Privacy Act 1998 (Cth) and the Little Camper Co Privacy Policy, found at [www.littlecamperco.com/policies](http://www.littlecamperco.com/policies).

## **25. Complaints & Disputes**

25.1 If you are dissatisfied or would like to raise a complain with us, then we encourage you to do so in writing. For more information on your rights you can visit the following website [www.fairtrading.org.au/](http://www.fairtrading.org.au/).

## **26. Rates, Terms and Conditions**

28.1 All rates and terms and conditions are subject to change without notice and at Little Camper Co's sole discretion.

## **27. General**

27.1 This Agreement shall be subject to the laws of the Queensland, and the parties irrevocably submit to the nonexclusive jurisdiction of the Courts of Queensland.

27.2 Any provision of, or the application of any provision of, this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

27.3 Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

27.4 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

27.5 The failure of either party at any time to require performance by the other party of any provision of this Agreement does not affect the party's right to require the performance at any time.

27.6 The waiver by either party of a breach of any provision must not be held to be a waiver of any succeeding breach of the provision or a waiver of the provision itself.

27.7 This Agreement supersedes all previous agreements, arrangements, understandings, representations or any other communication in respect of the subject matter of this Agreement and embodies the entire agreement between the parties.

27.8 This Agreement may not be changed or modified in any way subsequent to its execution except in writing signed by the parties.

27.9 In this Agreement, headings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

(a) words importing the singular include the plural and vice versa;

(b) words with a capital letter where defined in this Agreement have that meaning;

(c) words importing a gender include any gender;

(d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;

(e) an expression importing a natural person includes any company, partnership, joint venture, association,

corporation or other body corporate and vice versa;

(f) a reference to any thing (including, but not limited to, any right) includes a part of that thing;

(g) a reference to a party in a document includes that party's successors and permitted assigns;

(h) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

(i) a reference to a document or agreement includes all amendments or supplements to, or replacements or novations of, that document or agreement.

27.10 The Consumer indemnifies Little Camper Co against any or all taxation liability arising from this Agreement or Services provided to the Consumer.

27.11 The foregoing provisions of this Agreement apply except as otherwise agreed in writing between the Consumer on the one hand and Little Camper Co on the other.

