

RENTAL AGREEMENT

THIS AGREEMENT is made on the date set out at Item 1 of Schedule 1

B E T W E E N:

MARK ROBERT STRACHAN

trading as 'Great Ocean Road RV Hire' (ABN 88 182 800 545)

of [business address]

(“GORRVH”)

- and -

THE PERSON DESCRIBED AT ITEM 2 OF SCHEDULE 1

of the address set out at Item 3 of Schedule 1

(“Customer”)

BACKGROUND/RECITALS

- A. GORRVH is entitled to hire out the vehicle described at Item 4 of Schedule 1 (“**the Vehicle**”).
- B. The Customer wishes to hire the Vehicle from GORRVH.

OPERATIVE PART

1. Definitions

In this Agreement:

- (a) *Agreement* means this agreement.
- (b) *Booking Form* means the booking process, including all information input by the Customer, for booking the Vehicle via the Website.
- (c) *Business Day* means any day that is not a Saturday, Sunday or public holiday in Victoria, Australia.
- (d) *Claim* means any claim, debt, demand, complaint, cause of action, cross-claim (and counter-claim), action, liability, suit or proceeding, investigation and/or prosecution whether present or contingent, whether in contract, tort, statute, equity or otherwise.
- (e) *Consequential Loss* means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable.

- (f) *Event* means the occurrence of any of the following:
- (i) the Vehicle, or any part of the Vehicle, is lost, stolen or abandoned;
 - (ii) the Vehicle is totally or partially immersed in water;
 - (iii) the Vehicle is damaged in any way (fair wear and tear excepted);
 - (iv) the Vehicle requires repairs of any nature whatsoever;
 - (v) the Vehicle is involved in any camping, or parking, speeding or other traffic violation or in any criminal offence;
 - (vi) any Fines (as defined hereinbelow) are issued arising from, associated with or connected to the Vehicle during the Term;
 - (vii) involved in any incident or collision or other traffic matter, whether or not the Vehicle is damaged; and
 - (viii) any breakdown of the Vehicle, including mechanical breakdown.
- (g) *GST Law* means the same as in the *A New Tax System (Goods and Consultancy Services Tax) Act 1999* (Cth).
- (h) *Party* means a party to this Agreement depending on the context and Parties has the corresponding meaning.
- (i) *Personal Information* means as defined Schedule 5.
- (j) *Website* means <https://gorrv.com> and the links available on that website including to <https://gorrv.lodgify.com/>.

2. **Interpretation**

In this Agreement unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a Party to this Agreement includes its successors and permitted assigns;
- (g) reference to dollars means Australian dollars, unless otherwise stated;
- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
- (i) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (k) reference to a provision described, prefaced or qualified by the name, heading

or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this Agreement means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;

- (l) this Agreement, and any provision of this Agreement, is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation; and
- (m) the recitals/background to this Agreement form part of the operative provisions of this Agreement.

3. Initial Termination Rights

- (a) GORRVH may, in its sole and absolute discretion, terminate this Agreement by notice to the Customer within three (3) Business Days of the date set out at Item 1 of Schedule 1 (“**Initial Termination Rights**”).
- (b) This Agreement is subject to and conditional upon GORRVH not exercising the Initial Termination Rights.
- (c) In the event that GORRVH exercises the Initial Termination Rights, GORRVH must within seven (7) days of such termination, refund to the Customer any and all amounts paid to GORRVH by the Customer under this Agreement in full.

4. Rental

- (a) Subject to the Initial Termination Rights, GORRVH agrees to hire the Vehicle to the Customer, and the Customer agrees to hire the Vehicle from GORRVH, for the period of hire set out at Item 5 of Schedule 1 (“**Term**”) on the terms set out in this Agreement.
- (b) The Customer agrees that the Customer holds all risk in relation to the Vehicle for the Term.

5. Customer Warranties

- (a) The Customer warrants to GORRVH that:
 - (i) the Customer is lawfully permitted to comply with the Customer’s obligations under this Agreement;
 - (ii) the Customer will punctually comply with the Customer’s obligations under this Agreement;
 - (iii) the Customer is lawfully licenced to drive, operate, control and/or similar the Vehicle and shall remain so during the Term;
 - (iv) the Customer will, prior to the Collection Date and Time (as defined hereinbelow) provide a true and correct copy of the Customer’s drivers licence to GORRVH;
 - (v) the Customer will not intentionally cause any damage to any part of the Vehicle;
 - (vi) the Customer will not make any modification, addition or alteration to any

part of the Vehicle;

- (vii) all information provided to GORRVH by the Customer in respect of the subject matter of this Agreement is true, correct and complete and not in anyway misleading or deceptive or likely to mislead or deceive;
- (viii) save as in accordance with this Agreement, the Customer will not, and will not assist or encourage any third party to, purport to sell, assign, sub-let, transfer, lend, pledge, mortgage, let on hire or otherwise deal with the Vehicle in any manner including any transactions or purported transactions that may interfere with GORRVH rights and interest in the Vehicle; and
- (ix) the Customer acknowledges that time is of the essence and the Customer will punctually perform each of the Customer's obligations under this Agreement.

(“Customer Warranties”).

- (b) The Customer acknowledges that GORRVH has and will rely on the Customer's Warranties including (without limitation) in considering whether GORRVH will exercise the Initial Termination Rights.
- (c) The Customer acknowledges that a breach of any of the Customer Warranties is a breach of this Agreement.

6. Customer obligations

- (a) During the Term, the Customer must:
 - (i) comply with all laws, regulations, rules and similar in relation to the use of the Vehicle;
 - (ii) operate and control the Vehicle and any accessories, attachments, tools and/or fittings thereto with due care and attention at all times;
 - (iii) regularly, and at least every 500 kilometres, check and maintain the Vehicle's tyre pressure, oil, fluid levels, coolant levels and battery;
 - (iv) refuel the Vehicle with the fuel type specified by the Vehicle's manufacturer;
 - (v) without limiting the Customer's obligations in relation to providing an Event Statement (as defined hereinbelow), the Customer must immediately report to GORRVH any warning alert displayed in the Vehicle; and
 - (vi) if the Customer is supplied with, or if the Vehicle is fitted with, electronic tracking device and/or a dashcam recording device, the Customer must ensure that the electronic tracking device and/or the dashcam recording device are operational at all times.
- (b) During the Term, the Customer must not:
 - (i) give possession of the Vehicle to any third party;
 - (ii) allow, permit or consent to any third party taking possession of the Vehicle;

- (iii) abandon the Vehicle and/or permit the Vehicle to remain unattended by the Customer for a period of time which is unreasonable in the circumstances;
- (iv) save as permitted under this Agreement, deal with the Vehicle and/or in relation to the Vehicle in any manner which is inconsistent with GORRVH's rights in respect of the Vehicle;
- (v) allow, permit or consent to any third party, save for the person referred to at Item 6 of Schedule 1 ("**Permitted Second Driver**") to drive, steer and/or otherwise control the Vehicle at any time;
- (vi) allow or permit the Vehicle to be driven, used, operated or otherwise be located in or on any of the places and roads set out at Schedule 2 ("**Prohibited Uses and Locations**");
- (vii) use the Vehicle to tow any other vehicle at any time;
- (viii) save for the animals set out at Item 7 of Schedule 1, allow or permit any animals including pets to be in the Vehicle at any time ;
- (ix) use the Vehicle for any commercial purposes;
- (x) use the Vehicle for any unlawful purposes;
- (xi) drive the Vehicle, or permit or allow the Vehicle to be driven, through water at any time;
- (xii) save as reasonably required to comply with laws, regulations, rules and similar, operate or drive the Vehicle in the event of a warning alert displayed in the Vehicle;
- (xiii) notwithstanding any term of this Agreement to the contrary, the Customer must not wash the exterior of the Vehicle;
- (xiv) smoke or vape in the Vehicle and/or within 5 metres of the Vehicle; and
- (xv) if the Customer is supplied with satellite safety beacon, not activate the satellite safety beacon unless in life threatening circumstances.

7. Collection of the Vehicle

- (a) Subject to the Alternative Vehicle Rights (defined hereinbelow), GORRVH must make the Vehicle available for collection by the Customer, and the Customer must collect the Vehicle from GORRVH, at the location set out at Item 8 of Schedule 1 ("**Collection Location**") on the date and at the time set out as the commencement of the Term at Item 5 of Schedule 1 ("**Collection Date and Time**").
- (b) The Customer must be present at the Collection Location at the Collection Date and Time. The Customer must not collect the Vehicle from GORRVH by servant or agent unless otherwise agreed in writing by GORRVH.
- (c) In the event that GORRVH is not ready, willing or able to make the Vehicle available for collection by the Customer at the Collection Location at the Collection Date and Time, to the maximum extent permitted by law, GORRVH may elect to do either of the following:

- (i) make available for collection by the Customer at the Collection Location at the Collection Date and Time an alternative vehicle with no less capacity and capability than the Vehicle at no additional cost whatsoever to the Customer (“**Alternative Vehicle Rights**”); or
- (ii) terminate this Agreement and, within seven (7) days of such termination, refund to the Customer any and all amounts paid to GORRVH by the Customer under this Agreement in full.

8. **Inspection and Vehicle Condition Report**

- (a) The Customer agrees that, prior to taking possession of the Vehicle, the Customer will thoroughly inspect the Vehicle for damage and defects and record all damage and defects existing on the Vehicle on the condition report provided at Schedule 3 (“**Vehicle Condition Report**”).
- (b) The Customer warrants to GORRVH that, if the Customer takes possession of the Vehicle:
 - (i) the Customer has performed a thorough inspection of the Vehicle;
 - (ii) the Customer has recorded all damage and defects existing on the Vehicle on the Vehicle Condition Report; and
 - (iii) the Customer is satisfied that the Vehicle is in good operating and roadworthy condition, and without any damage or defects save for any damage and defects recorded on the Vehicle Condition Report.

9. **Return of the Vehicle**

- (a) The Customer must return the Vehicle to the location set out at Item 9 of Schedule 1 (“**Return Location**”) on the date and at the time set out as the termination of the Term at Item 5 of Schedule 1 (“**Return Date and Time**”) in a clean state and in the same condition as at the Collection Date and Time, fair wear and tear excepted (other than windscreen or tyre rim damage).
- (b) The Customer acknowledges that in the event that the Customer fails to return the Vehicle to the Return Location at the Return Date and Time, GORRVH may immediately report the Vehicle as stolen.
- (c) The Customer acknowledges and agrees that in the event that the Customer fails to return the Vehicle to the Return Location at the Return Date and Time, the Customer will be liable for Additional Fees (as defined hereinbelow).
- (d) Without limiting the obligations on the Customer in relation to the state and condition of the Vehicle at the Return Date and Time:
 - (i) the interior of the Vehicle must be clean;
 - (ii) any toilet and/or waste water tanks must be empty; and
 - (iii) the Customer must notify GORRVH of any and all malfunctions with the Vehicle and/or damage to the Vehicle occurring during the Term.

10. **Fees and Security Deposit**

- (a) The Customer must pay the fees set out at Item 10 of Schedule 1 (“**Upfront Fees**”) and the security deposit set out at Item 11 of Schedule 1 (“**Security Deposit**”) to GORRVH by no later than the Collection Date and Time.
- (b) The Customer must not take possession of the Vehicle unless the Customer has paid the Upfront Fees and the Security Deposit to GORRVH in accordance with this Agreement.
- (c) The Customer acknowledges and agrees that GORRVH has no liability and/or obligation to handover possession of the Vehicle to the Customer if the Customer has not paid the Upfront Fees and the Security Deposit to GORRVH in accordance with this Agreement.
- (d) The Customer must pay all amounts payable to GORRVH under this Agreement by credit card unless otherwise agreed by GORRVH in writing.
- (e) The Customer must provide GORRVH with the Customer’s credit card details (or the credit card details of a third-party which the Customer warrants that the Customer has the express authority to provide) (“**Credit Card**”) at the time of entering into this Agreement.
- (f) The Customer agrees that GORRVH may charge an amount equivalent to the Upfront Fees and Security Deposit from/against the Credit Card at any time.
- (g) In addition to the Upfront Fees and the Security Deposit, the Customer is liable to GORRVH for the fees set out at Item 12 of Schedule 1 (“**Additional Fees**”).
- (h) The Customer agrees that GORRVH may charge an amount equivalent to the Additional Fees from/against the Credit Card at the Return Date and Time or anytime thereafter.
- (i) The Customer irrevocably authorises, consents and directs GORRVH to apply the Security Deposit to set-off against any amounts that become payable by the Customer to GORRVH under this Agreement.
- (j) If the sum of any set-off against the Security Deposit does not exceed the sum of the Security Deposit, GORRVH must repay by refund to the Credit Card the balance of the Security Deposit remaining after applying the set-off to the Customer:
 - (i) in the case that the Customer has complied with the Customer’s obligations under this Agreement, within seven (7) Business Days of the Return Date and Time;
 - (ii) in the case that the Customer is in breach of any of the Customer’s obligations under this Agreement, within twenty-one (21) Business Days of the breach(es) being remedied by the Customer to GORRVH’s reasonable satisfaction; and
 - (iii) in the case that it is alleged by any person that the Vehicle was involved in an Event during the Term and/or any other period of time during which the Customer (or any third party) was in possession of the Vehicle prior to the Vehicle being returned to GORRVH, within one (1) month of GORRVH becoming aware of any liability GORRVH has to any Claim made by any person arising from, associated to or connected with that Event.

- (k) In the event that any amount paid by the Customer to GORRVH is refunded to the Customer, the Customer acknowledges and agrees that GORRVH is not liable for any variation or difference in the sum refunded caused by fluctuations in foreign currency exchange rates.

11. Reporting of Events

- (a) As soon as possible upon the occurrence or happening of any Event, the Customer must provide written notice of the Event to GORRVH in the form set out in Schedule 4 (“**Event Statement**”).

12. Indemnity against Third Party Claims

- (a) Subject to the Third Party Claim Indemnity Exclusion (defined hereinbelow), the Customer indemnifies and shall keep indemnified GORRVH against all Claims of any kind however so arising that may be alleged, brought or issued against GORRVH by any third-party arising from, connected to or associated with:
- (i) a breach of this Agreement by the Customer; and/or
 - (ii) the Vehicle during the Term.
- (**“Third Party Claim Indemnity”**)
- (b) Without limiting the Third Party Claim Indemnity in any way, the Customer acknowledges that the Claims the subject of the Third Party Claim Indemnity includes:
- (i) any personal injury, loss of income, expense, or property loss or damage of any kind;
 - (ii) any repair costs to the Vehicle;
 - (iii) any repair costs to any third party’s vehicle;
 - (iv) the replacement costs of the Vehicle;
 - (v) the replacement costs of any third party’s vehicle;
 - (vi) any tolls, fines or penalties incurred arising from, in connection to or associated with the Vehicle during the Term;
 - (vii) any assessment and/or report costs, transportation costs, towing costs and recovery costs, storage costs and cleaning costs;
 - (viii) any legal and administration expenses (on a full indemnity basis) in any way relating to investigating and/or responding to, defending or prosecuting or settling any legal proceedings or investigations;
 - (ix) any judgment or order obtained by any third party, including any interest and costs; and
 - (x) any exercise, or attempted or purported exercise, of GORRVH’s rights under this Agreement, including but not limited to any action to retake possession of the Vehicle.
- (c) The Parties agree that Third Party Claim Indemnity does not apply to, and

cannot be relied upon by GORRVH in respect of, Claims by a third party solely and directly arising from:

- (i) a breach of this Agreement by GORRVH;
- (ii) negligence of GORRVH;
- (iii) fraud by GORRVH.

(**“Third Party Claim Indemnity Exclusion”**.)

13. Fines

- (a) Without limiting any other rights GORRVH has under this Agreement, the Customer agrees that, in the event that any infringement and/or unpaid toll notice (**“Fines”**) arising from, associated with or connected to the Vehicle during the Term is issued, GORRVH may charge an amount equivalent to the Fines and an administration fee as set out at Item 13 of Schedule 1 (**“Fines Administration Fee”**) against the Credit Card without notice to the Customer.
- (b) The Customer agrees that any and all Personal Information provided to GORRVH in connection with this Agreement may be disclosed by GORRVH to a third party for the purpose of contacting the Customer in relation to any Fines issued or incurred arising from, associated with or connected to the Vehicle during the Term.

14. Termination by GORRVH upon Customer breach

- (a) Upon any breach of this Agreement by the Customer, GORRVH may terminate this Agreement immediately by written notice.
- (b) Termination by GORRVH for any breach of this Agreement by the Customer ends this Agreement but the Customer remains liable for, and GORRVH retains the right to enforce:
 - (i) any of GORRVH’s rights accrued under this Agreement prior to termination, including damages for any breaches of this Agreement by the Customer; and/or
 - (ii) any and all loss suffered by GORRVH arising from, associated with or connected to any breaches of this Agreement by the Customer including (without limitation) Consequential Loss.
- (c) Without limiting GORRVH’s rights under this Agreement, upon termination of this Agreement, GORRVH may retake possession of the Vehicle without any notice to the Customer.
- (d) For the avoidance of doubt, Clauses 12, 13, 17, 18 of this Agreement survive termination.

15. GORRVH Insurance

- (a) The Customer acknowledges and agrees that GORRVH has no obligation to make any claim on any policy of insurance in respect of the Vehicle (**“Policy”**) for any loss and/or damage arising from, connected to or associated with the

Vehicle during the Term.

- (b) In the event that GORRVH makes a claim on the Policy for loss and/or damage arising from, connected to or associated with the Vehicle during the Term, the Parties agree that the Customer's liability to GORRVH under this Agreement is reduced by an amount equivalent to any sums received by GORRVH under the Policy for that claim.

16. **Jurisdiction**

- (a) This Agreement is governed by the laws of Victoria, Australia and the Parties submit to the non-exclusive jurisdiction of the courts and tribunals of Victoria.

17. **Limitation of GORRVH liability**

- (a) Save for the any liability arising pursuant to Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ("**Australian Consumer Law**") (if applicable), to the maximum extent permitted by law, all terms, conditions, guarantees and/or warranties implied by statute or common law in connection with the supply of any goods or services are expressly excluded from this Agreement.
- (b) If the Australian Consumer Law is not applicable to this Agreement, GORRVH's liability to the Customer in respect of any supply by GORRVH to the Customer under this Agreement is, to the maximum extent permitted by law, limited as follows:
 - (i) GORRVH is not liable for any Consequential Loss suffered by the Customer; and
 - (ii) the maximum sum of GORRVH's liability to the Customer is a sum equivalent to the Upfront Fees paid by the Customer under this Agreement.
- (c) The Customer acknowledges and agrees that the Customer must take all reasonable steps to mitigate any and all loss suffered (or may be suffered) by the Customer and GORRVH will not be liable for any loss suffered by the Customer which may have been avoided by the Customer taking reasonable steps to mitigate against such loss.
- (d) GORRVH's brochures, website, social media sites and other advertising material may contain images and descriptions of vehicles as an illustration of the types and/or categories of vehicles which may, from time to time, be available for hire from GORRVH. The images and descriptions of such vehicles may be different to the Vehicle. Subject to the Australian Consumer Law, the Customer acknowledges and agrees that GORRVH is not liable for any variation between those images and descriptions of vehicles and the Vehicle.

18. **Indemnity against GORRVH loss**

- (a) Without limiting any of GORRVH's rights under this Agreement, subject to the Indemnity Exclusion (defined hereinbelow), the Customer indemnifies and shall keep indemnified GORRVH against all Claims, liabilities and loss of any kind however so arising suffered by GORRVH arising from, connected to or

associated with a breach of this Agreement by the Customer and/or the Vehicle during the Term (“**Indemnity**”).

- (b) The Parties agree that Indemnity does not apply to, and cannot be relied upon by GORRVH in respect of, Claims, liabilities and loss solely and directly arising from:
 - (i) a breach of this Agreement by GORRVH;
 - (ii) negligence of GORRVH;
 - (iii) fraud by GORRVH.(“**Indemnity Exclusion**”).

19. Severance

- (a) If any term of this Agreement is held to be invalid, unenforceable or void, that term will be severed from this Agreement without affecting the enforceability of the remaining terms.

20. Privacy Policy

- (a) GORRVH must comply with the privacy policy set out at Schedule 5 (“**Privacy Policy**”).
- (b) GORRVH’s obligations under the Privacy Policy survive termination of this Agreement.

21. Vehicle Information

- (a) The Customer acknowledges that GORRVH may collect, store and monitor information in relation to the Vehicle during the Term including (without limitation) data from any tracking device affixed to or located within the Vehicle (“**Vehicle Information**”).
- (b) The Customer irrevocably agrees and consents to the collection, storing and monitoring of the Vehicle Information by GORRVH.

22. No waiver

- (a) No failure or delay by GORRVH in exercising any right, power or privilege under this Agreement shall constitute a waiver of that right, power or privilege or preclude any further or future exercise any other right, power or privilege.

23. Entire Agreement

- (a) Save for the documents and information expressly referred to in this Agreement, including (without limitation) the Booking Form and the Website, this Agreement contains the whole agreement between the Parties in respect of the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter.

- (b) The Parties acknowledge and agree that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

24. GST

- (a) In this clause, any expression used that is defined in GST Law has that defined meaning.
- (b) If the sale supply by GORRVH under this Agreement is assessed as a taxable supply:
 - (i) the amounts payable by the Customer under this Agreement are expressly inclusive of GST unless otherwise stated; and
 - (ii) GORRVH must provide the Customer with a tax invoice which conforms with the requirements of the GST Law.

25. General Warranties

- (a) The Customer acknowledges and agrees that prior to entering this Agreement, the Customer had reasonable time and opportunity to seek independent legal advice on the effect and consequences of this Agreement and otherwise enters this Agreement on the Customer's own free will.

26. Variations

- (a) This Agreement cannot be varied except by written agreement by the Parties.

SCHEDULE 1

Item 1	Date of the Agreement	The date on which the Customer completes the Booking Form.
Item 2	Customer	The person identified on the Booking Form as being the 'guest' or similar words to the same effect.
Item 3	Customer's address	The address provided by the Customer on the Booking Form
Item 4	Vehicle	The vehicle selected by the Customer on the Booking Form including all accessories, tools, fittings and attachments.
Item 5	Term (period of hire)	Commencing on the date and time at which the Customer completed the collection date on the Booking Form Terminating on the date and time at which the Customer completed the drop back date on the Booking Form
Item 6	Permitted Second Driver	Any other person described as a second drive (or similar words to the same effect) on the Booking Form or Written Communications
Item 7	Permitted Animals	Any animals described as being permitted on the Booking Form or Written Communications
Item 8	Collection Location	The place described as the location for collection of the Vehicle on the Booking Form
Item 9	Return Location	The place described as the location for the return of the Vehicle on the Booking Form
Item 10	Upfront Fees	All fees and charges described as being payable by the Customer on the Booking Form including (without limitation) vehicle rental fees, linen hire fees, additional driver fees, parking fees, equipment hire fees, late return fees, early pick-up fees.
Item 11	Security Deposit	The sum described in the Booking Form as being 'damage protection policy' or similar words to the same effect or the sum of \$5,000.00 whichever amount is greater.
Item 12	Additional Fees	Excess Kilometre Fee \$0.89 Refuelling Fee \$25.00 plus fuel Late Return Fee \$ 100.00 Damaged Odometer Fee \$ 1500.00 Additional Cleaning Fee \$ 290.00 Waste Tank Empty Fee \$ 95.00 per tank
Item 13	Fines Administration Fee	\$ 75.00 per fine

SCHEDULE 2

Prohibited Uses and Locations

No travel on any unmade or unsealed road (dirt, gravel, etc) is permitted unless it is en route to a recognised camp ground or caravan park, where that road is of a graded and smooth condition and with adequate width and height clearance and then, only up to a maximum of 10kms.

SCHEDULE 3

Vehicle Condition Report

The Vehicle Condition Report will be prepared ahead of your handover time and date and you will be given the opportunity to read, approve and sign this report, prior to commencing your hire. A copy of this report may be sent to you by SMS upon request.

SCHEDULE 4**Event Statement**

Date of Event:	
Time of Event:	
Location of Event:	
Description of Event:	
Names of all persons involved in the Event:	
Contact details of all persons involved in the Event:	
Photographs of Event (if applicable):	Please SMS to Mark on +61416224787
Map, diagram or drawing of Event (if applicable):	

SCHEDULE 5

Privacy Policy

GORRVH is committed to adopting and maintaining privacy standards and this policy outlines GORRVH's ongoing obligations to the Customer in respect of how we manage the Customer's Personal Information.

GORRVH has adopted the Australian Privacy Principles ("APPs") contained in the *Privacy Act 1988* (Cth) ("**Privacy Act**"). The APPs govern the way in which GORRVH will collect, use, disclose, store, secure and dispose of the Customer's Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at www.aaic.gov.au.

What is Personal Information and why do we collect it?

Personal Information includes information or an opinion that identifies an individual ("**Personal Information**"). Examples of Personal Information GORRVH collects include the Customer's name, date of birth, residential and postal addresses, email address, phone number, a copy of your identification and credit card details.

The Personal Information is obtained in many ways including via the GORRVH website and from third parties. Of course, GORRVH cannot guarantee website links or policy of any third parties.

GORRVH collects the Customer's Personal Information for the primary purpose of providing services to the Customer under this Agreement. GORRVH may also use the Customer's Personal Information for secondary purposes closely related to the primary purpose, in circumstances where the Customer may reasonably expect such use or disclosure. The Customer may unsubscribe from any GORRVH mailing/marketing lists at any time by contacting GORRVH in writing.

When GORRVH collects Personal Information GORRVH will, where appropriate and where possible, explain to the Customer why the information is being collected and how GORRVH plan to use it.

Sensitive Information

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

GORRVH will not seek to collect any sensitive information in relation to the Customer. If the Customer provides GORRVH with any sensitive information, it will be used by GORRVH only:

- (a) for the primary purpose for which it was provided;
- (b) for a secondary purpose that is directly related to the primary purpose;

- (c) with the Customer's consent; and/or
- (d) where use or disclosure is required or authorised by law.

Third Parties

Where reasonable and practicable to do so, GORRVH will collect the Customer's Personal Information only from the Customer. However, in some circumstances GORRVH may be provided with information by third parties. In such a case GORRVH will take reasonable steps to ensure that the Customer is made aware of the information provided to GORRVH by the third party.

Disclosure of Personal Information

The Customer's Personal Information may be disclosed in a number of circumstances including the following:

- (a) third parties where you consent to the use or disclosure; and
- (b) where use or disclosure is required or authorised by law.

Security of Personal Information

The Customer's Personal Information will be stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure.

When the Customer's Personal Information is no longer needed for the purpose for which it was obtained, GORRVH will take reasonable steps to destroy or permanently de-identify the Customer's Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by GORRVH for a minimum of 7 years.

Access to your Personal Information

The Customer may access the Personal Information GORRVH holds about the Customer and to update and/or correct it, subject to certain exceptions. If the Customer wishes to access the Customer's Personal Information, the Customer may do so by request to GORRVH in writing.

GORRVH will not charge any fee for the Customer's access request, but may charge a reasonable administrative fee for providing a copy of the Customer's Personal Information.

In order to protect the Customer's Personal Information, GORRVH may require identification from the Customer before releasing any requested information.

Maintaining the Quality of your Personal Information

It is an important to GORRVH that the Customer's Personal Information is up to date. GORRVH will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date upon being notified of any error, inaccuracy or incompleteness in the Customer's Personal Information. If the Customer discovers that the information GORRVH keeps is not up to date or is inaccurate, GORRVH requests that the Customer advise GORRVH as soon as practicable so GORRVH can update records.

Privacy Policy Complaints and Enquiries

If you have any queries or complaints about GORRVH's Privacy Policy, please contact GORRVH in writing.