



Great Ocean Road RV Hire

CAMP DRIVE PLAY

Terms & Conditions - Effective 1st January 2022

1 AGREEMENT

1.1 This is an Agreement between You and Great Ocean Road RV Hire (GORRVH) to rent the Vehicle. You (including any Joint Renter and any Authorised Driver) are jointly and severally responsible for compliance with the terms of this Agreement.

1.2 This Agreement must be read in its entirety and shall constitute the entire agreement between **GORRVH** and **You**.

1.3 This Agreement is governed by the laws of the State of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria in respect of any actions, claims, demands or suits arising out of or in respect of this Agreement.

1.4 Subject to any rights to the contrary that You may have under Australian Consumer Law, the Australian Securities and Investments Commission Act 2001 or the Corporations Act 2001, GORRVH has no liability for indirect or consequential loss under this Agreement.

2 REFUSAL OF RENTAL

2.1 GORRVH reserves the right to refuse any rental on reasonable grounds and may refuse to extend any rental at its absolute discretion.

3 VEHICLE CONDITION COLLECTION AND RETURN

3.1 You acknowledge that:

(a) You agree to return the Vehicle without alteration or addition and in the same condition that it was in when it was provided to you, except for ordinary wear and tear (not including Roof, Underbody, Windscreen or Tyre/Wheel damage) together with all tools, tyres, accessories and equipment to the Return Location on the Return Date and Time specified on Rental Card.

(b) the Vehicle is the sole property of GORRVH;

(c) You inspected the Vehicle at the Commencement of the Rental and ascertained that it was in good operating condition and fit for the purpose for which You required it; and

(d) the only existing damage to the Vehicle at the commencement of this Agreement is that detailed in the **Vehicle Pre-Hire Condition Report** and Photographs/Videos taken on the day of Rental Collection. It is essential that all existing damage is noted by You on the Vehicle Condition Report. Any damage which has not been noted on the **Vehicle Pre-Hire Condition Report** will constitute Loss or Damage which has occurred subsequent to the commencement of this Agreement for which You shall be liable.

3.2 GORRVH may take possession of the Vehicle without prior demand to You, and at Your expense, if there has been a Substantial Breach of this Agreement. Substantial Breaches include but are not limited to: Exceeding the speed limit repeatedly, causing visible or operational damage to the vehicle that may prevent future hires due to repair or replacement, travelling off road or using the vehicle for any illegal activity. In such circumstances You irrevocably authorise GORRVH, its employees and agents to enter any property where the Vehicle is situated and You indemnify GORRVH, its employees and agents to the extent

permitted by law from claims by any person resulting from such entry and retaking of the Vehicle.

3.3 If the odometer is deliberately broken or otherwise tampered with, You will be responsible for not only an extra charge based on 500 kilometres per day at 66c per kilometre, but also for any costs of repairing or replacing the odometer.

3.4 If You fail to return the Vehicle to the Return Location or return the Vehicle to a different location to the Return Location, You will be charged for all costs associated with transporting or towing the Vehicle to the Return Location plus a minimum relocation charge in accordance with clause 30.5 of this Agreement.

3.5 If You return the Vehicle after the Return Time without the permission of GORRVH, You will be charged for the late return according to clause 30.6 of this Agreement.

3.6 If You attempt to return the Vehicle to the Return Location after the Return Date and Time and the Return Location is not open for business at the time You return the Vehicle:

(a) the Vehicle will be deemed to have been returned at the time when that Return Location next opens for business;

(b) the rental continues until that time; and

(c) You remain fully responsible for the Vehicle, unless other arrangements have been agreed to in writing by GORRVH. You will also be charged the late fee in accordance with clause 30.6 of this Agreement.

3.7 The Vehicle must be returned with the amount of fuel equal to that at the time of the rental. If the Vehicle is returned with less fuel the difference will be charged in accordance with clause 28 of this Agreement.

3.8 You must only use the fuel type specified by the manufacturer of the Vehicle.

3.9 Use of bio-diesel, ethanol or any organic hybrid fuel is strictly considered the wrong fuel type and constitutes a Substantial Breach of this Agreement. Any Loss or Damage to the Vehicle or any costs associated with the use of the wrong fuel, including contaminated fuel (other than where it is at the fault of a third party and that third party's details have been provided), are at Your sole expense.

3.10 GORRVH must be notified and it must agree to any extension of the rental period beyond that specified in **Vehicle Pre-Hire Condition Report** prior to the Return Date and Time for the Vehicle otherwise the Vehicle will be immediately reported to the police as stolen.

4 UNAUTHORISED AND PROHIBITED USE OF VEHICLE

4.1 Only Persons identified in **Vehicle Pre-Hire Condition Report** as either the renter or Authorised Driver may drive the Vehicle. Additionally, the following Persons are prohibited from driving or operating the Vehicle (even if they are identified in **Vehicle Pre-Hire Condition Report** as the renter or Authorised Driver):

(a) anyone who does not have the licence required by law to drive the class of Vehicle hired;

(b) anyone whose blood alcohol concentration exceeds the lawful percentage in the state or territory where the Vehicle is driven;

(c) anyone under the influence of or impaired by a drug, intoxicating liquor or substance;

(d) anyone who has given, or for whom You have given, a false name, age, address or driver's licence details;

(e) anyone who has a digital driver's licence and is unable to produce a hardcopy at time of hire;

(f) anyone whose driver's licence has been cancelled or suspended within the last three years;

- (g) anyone who is a learner driver, a provisional or probationary licence holder or has not held a full driver's licence for any class of vehicle for at least two years;
- (h) anyone under 25 years of age; or
- (i) anyone who uses or intends to use the Vehicle for any illegal purpose.

4.2 Use of the Vehicle is prohibited:

- (a) off Sealed Roads ('off road') in any circumstances (unless that road is of quality, flat, graded and firm gravel or blue mettle and ONLY en route to a recognised Camp Ground, RV Park or Caravan Park NOT more than 12 kms in distance).
- (b) through water of any description;
- (c) in any area where applicable travel restrictions of clause 13 of this Agreement apply unless authorised by GORRVH in writing;
- (d) for carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials, fuel or generators (with the exception of the gas cylinders supplied at time of hire or the supply of a generator by us to you);
- (e) for pushing or towing any Vehicle, trailer, boat or other object unless authorised by GORRVH in writing;
- (f) for carrying any greater load and/or more persons and/or for a purpose for which the Vehicle is not designed and constructed;
- (g) for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
- (h) driving the Vehicle in a dangerous, wilful or reckless manner;
- (i) for carrying illegal substances or product;
- (j) for commercial purposes or financial gain;
- (k) driving the Vehicle in an unsafe or unroadworthy condition; or
- (l) for carrying passengers when You, any Joint Renter or Authorised Driver are not appropriately licensed.

5 FINANCIAL OBLIGATIONS

5.1 By entering into this Agreement You, any Joint Renter and any Authorised Driver, are each responsible for and agree irrevocably to pay GORRVH:

- (a) **the rental and ancillary charges specified in Vehicle Pre-Hire Condition Report; (50% of the total rental and extras fees are paid by you upon booking and the 50% balance will automatically be debited 7 days prior to your rental start date. Your Security Bond is automatically debited 1 day prior to your rental start date and released within 7 days of the end of your rental period, subject to the vehicle being returned full of fuel and not damaged)**
- (b) all charges claimed from GORRVH for toll, parking and/or any other traffic fines, infringements or violations incurred during the rental period or until such later time as the Vehicle is returned to GORRVH. An additional administration fee of \$75 including GST per Fine / infringement / Unpaid Toll applies to cover the costs of processing if you do not pay those charges **during** your hire period (we recommend using your own Toll e-Tag or purchasing Toll Day Pass/es as required or leaving us a standing authority to debit your card for up to 60 days post-hire); and
- (c) all Loss or Damage to the Vehicle arising from the use of the Vehicle by You, any Joint Renter or any Authorised Driver, except where a third party is at fault and the correct and valid details of that third party are provided to GORRVH, where:

- i. the Vehicle is damaged by any wilful or reckless action;
- ii. there is Overhead Damage or damage to the Underbody of the Vehicle, regardless of cause, vehicle and third party details are provided to GORRVH or You have purchased additional **Roof and Underbody Insurance** and it applies;
- iii. the Vehicle is left unlocked or the keys are left in the Vehicle;
- iv. the keys are not kept securely and under Your personal control;
- v. the keys have been lost, damaged or stolen;
- vi. the Vehicle is totally or partially immersed in any water, regardless of cause;
- vii. there is failure to maintain all fluid, fuel and oil levels of the Vehicle or a failure to immediately rectify or report to GORRVH any defect in the Vehicle of which You become or ought to have become aware;
- viii. the wrong fuel type or contaminated fuel was used or where water was put in the fuel tank;
- ix. fuel or other contaminants such as Adblue is put in the water tank;
- x. damage caused by falling asleep whilst driving;
- xi. if the Vehicle is four-wheel drive, is driven in 4WD mode on sealed roads;
- xii. the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
- xiii. the slide out of the Vehicle is damaged, regardless of cause, except where there is a collision with another Vehicle;
- xiv. the damage is caused by sitting or standing on the bonnet or roof of the Vehicle;
- xv. the interior of the Vehicle is damaged, regardless of cause, except when there is a collision with another vehicle;
- xvi. the tyres of the Vehicle are damaged, other than by normal wear and tear, except where You have purchased **Tyre & Wheel Insurance** and it applies;
- xvii. the windscreen of the Vehicle is damaged, except where You have purchased **Windscreen Insurance** and it applies; (We strongly recommend that YOU inspect the windscreen *before* driving off)
- xviii. Loss or Damage is caused to the Vehicle whilst it is being transported over water;
- xix. Loss or Damage is caused to the Vehicle whilst it is being loaded or unloaded on a watercraft and/or tow truck;
- xx. Loss or Damage is caused to the Vehicle by snow chains;
- xxi. Loss or Damage is caused to the Vehicle by driving with the handbrake on;
- xxii. Loss or Damage is caused to the awning of the Vehicle. You will be liable for the repair or replacement cost of the awning, **regardless of how damage occurs.**
- xxiii. costs are incurred for recovering (including towing) the Vehicle if it is bogged
- xxiv.; costs are incurred with the Vehicle running out of fuel; or
- xxv. costs are incurred with losing the fuel, oil or water caps and/or vehicle/camping items supplied for your hire.

5.2 You, any Joint Renter and any Authorised Driver authorise GORRVH to debit the credit card/s provided at the Commencement of the Rental for any of the charges and for the Loss or Damage to the Vehicle and for which You, any Joint Renter or Authorised Driver are liable under clause 5.1 of this Agreement.

5.3 GORRVH accepts Visa, MasterCard and American Express. **Your Security Bond must be paid by the original credit card.** We do not charge any additional fees for payment by credit card*

*These fees are subject to change without notice

5.4 Cash will not be accepted under any circumstances.

5.5 If You have paid by credit card, or directed GORRVH to bill the charges to some other person, corporation, firm or organisation who or which fails to make payment when due, You will immediately pay the full amount due to GORRVH on demand. You irrevocably agree and authorise GORRVH to use the credit card/s provided for payment of any amount due under this Agreement or you will supply an alternative credit card upon request.

6 SINGLE VEHICLE ROLLOVERS

6.1 If there is Loss or Damage to the Vehicle or damage to any third party property as a result of a Single Vehicle Rollover, You, any Joint Renter and any Authorised Driver have no entitlement to the benefit of GORRVH's insurance under clause 20 of this Agreement and You are each responsible for and agree irrevocably to:

- (a) pay GORRVH for Loss or Damage to the Vehicle; and
- (b) indemnify GORRVH for all third-party loss, except to the extent You have purchased **Total Extra Cover Insurance** and it applies.

7 CANCELLATION FEES

7.1 There is no refund for late pick up or early return of the Vehicle.

7.2 In the event that cancellation is caused by government or other relevant authority's directive (such as lockdowns, travel route or destination closure/s, e.g. flood or bushfire), then a 100% credit of monies paid toward a future booking *may* be given at our sole discretion. Our Refund Policy is published at <https://gorrv.com/faqs>

7.3 All other cancellation fees are outlined in the page located at <https://gorrv.com/faqs>

8 CHANGE OF VEHICLE

8.1 In unforeseen circumstances, such as where a Vehicle is unserviceable, has malfunctioning equipment or has been involved in a prior accident, the Vehicle booked may no longer be available. GORRVH may offer to substitute an alternative Vehicle for the Vehicle booked at no extra cost to You. If we are unable to supply a substitute vehicle for any reason whatsoever, the full extent of our obligation to you will be to refund any monies paid to us.

8.2 In cases where the Vehicle is unavailable as a result of unforeseen circumstances, such as an important feature or safety/roadworthy item being unserviceable, or damage to the vehicle from a previous hire, we will either refund you any monies paid *or* supply an alternative vehicle at our sole discretion.

8.3 Substitution of an alternate Vehicle is not a breach of the Agreement and does not entitle You to a refund.

9 VOLUNTARY DOWNGRADE

If You decide to rent a Vehicle of a lesser class than the one booked, You are not entitled to a refund.

10 ERRORS IN RENTAL CHARGES

10.1 All amounts payable to GORRVH are subject to subsequent verification and adjustment and details of any adjustments will be sent to You as soon as practicable. If an amount is due to GORRVH, You authorise GORRVH to charge Your credit card with that amount and if a refund is due to You, GORRVH will credit the amount to Your credit card within 21 days or as soon as practicable.

11 EXCHANGE RATE/CURRENCY FLUCTUATIONS/REFUNDS

11.1 Transactions under this Agreement are conducted in Australian Dollars.

11.2 Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against Your credit card and the amount refunded at the expiration of the Rental Period. Any such variation does not entitle You to a refund.

11.3 Refunds by credit card including security deposit release can take up to 21 days, depending on the terms and conditions adopted by Your nominated financial institution.

12 CONDITIONAL UPON PAYMENT

12.1 Where applicable, You agree that this Agreement is conditional upon GORRVH being paid by the Travel Agent or Travel Wholesaler (Agent) who arranged this Agreement on Your behalf. You must pay GORRVH any shortfall in the amount paid by You to the Agent and the amount that should have been paid to GORRVH based on the applicable standard gross rental rate in respect of the Vehicle for the rental period.

13 TRAVEL RESTRICTIONS

13.1 Two Wheel Drive Campervans & Motorhomes:

(a) must not be driven:

i. on any unsealed roads, except flat, well maintained access roads less than 12 kilometres long to recognised campgrounds;

ii. on the Plenty Highway, Northern Territory (East of Attijere Township) and the Donohue Highway, Queensland: or

iii. The Great Central Road, Western Australia/Northern Territory (between Laverton Western Australia and Yulara, Northern Territory)

(b) may be driven to any island (including Tasmania) provided written permission is obtained from GORRVH prior to travel. When travelling to these areas, clause 13.3 of this Agreement always applies;

(c) may be driven North of the Daintree River, provided written permission is obtained from GORRVH prior to travel. When travelling to this area, clause 13.3 of this Agreement always applies

13.2 Four Wheel Drive Vehicles:

(a) must be driven in 2WD mode on sealed roads;

(b) may be driven:

iv. on unsealed roads on the condition that the roads driven on have been gazetted. Gazetted roads are roads that appear on official road maps and street directories; or

v. to any island (including Tasmania, but excluding Fraser Island and Moreton Island), provided written permission is obtained from GORRVH prior to travel. When travelling to these locations, clause 13.3 of this Agreement always applies; and

(c) travel to Cape York is not permitted between the period of 1 December to 31 May and at all other times written permission is required.

4WD Restriction Table

State/ Territory	Restricted (Written Permission Required) - Clause 13.3 of this Agreement always applies	Not Permitted at all times
All	Any islands; Any remote unsealed roads (not listed below).	Fraser Island, Moreton Island and Rottneest Island
Queensland*	Birdsville Track, Burke Development Road from Chillagoe to Normanton, Cape York (North of Daintree River), Savannah Way (Normanton to Borroloola), Bloomfield track, Sandover Highway	Fraser Island, Moreton Island, Old Telegraph Road section of the road to Cape York
South Australia	Oodnadatta Track, Simpson Desert, Strzelecki Track, Gunbarrel Highway	Old Gunbarrel Highway
Tasmania	Tasmania	-
Western Australia	Bungle Bungles, Cape Leveque, Gibb River Road, Kalumburu Road, Mitchell Falls/ Plateau, Tanami Track, Blackstone-Warburton Road, Warburton, Fairfield-Leopold's Downs Road, Gunbarrel Highway	Rottneest Island, Old Gunbarrel Highway, Canning Stock Route, last 2 kilometres of the Lennard River Gorge Road
Northern Territory	Arnhem Land, Mereenie Loop, Plenty Highway, Savannah Way, Normanton to Borroloola, Finke Road (between Alice Springs and Oodnadatta Track), Tanami Track, Sandover Highway, Jim Jim Falls and Twin Falls (except the X-Terrain).	Boggy Hole (Finke Gorge National Park), Central Arnhem Road, The Lost City in Litchfield Park, the Old South Road from Maryvale to Finke, Twin Falls (X-Terrain).

13.3 In the event of an accident or breakdown in an area outlined in clauses 13.1 or 13.2 of this Agreement, it is Your full financial responsibility to pay any salvage, towing and/or recovery costs to the nearest GORRVH branch (except where 4WD Additional Cover has been purchased and applies) and no replacement vehicle will be provided under any circumstances.

13.4 GORRVH reserves the right at its sole discretion to restrict Vehicle movements in certain areas for any reason including but not limited to adverse road or weather conditions.

14 EVERY 500 KILOMETRES

14.1 The oil, fluids and coolant levels must be checked by You every 500 kilometres. You must report to GORRVH as soon as possible, where the oil is above or below the recommended level or the warning indication light is illuminated. You must add water/coolant to the cooling system and an appropriate Australian Society of Automotive Engineers rated oil for petrol or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum.

14.2 You agree to maintain the Vehicle in these conditions and acknowledge that any mechanical damage occasioned as a result of Your failure to maintain the Vehicle in accordance with this clause must be paid by You.

15 MECHANICAL BREAKDOWNS

15.1 Any mechanical problems associated with the Vehicle must be reported to GORRVH as soon as possible in order to give GORRVH the opportunity to rectify the problem during the rental period. Equipment failure must also be reported to GORRVH.

15.2 If GORRVH is not contacted or You do not allow GORRVH the opportunity to rectify the problem during the rental period You agree that the problem is of such a minor nature that You make no claim for loss of time in respect of the rental period. You also agree that GORRVH is not responsible for any claims made by You after the return of the Vehicle.

15.3 You will be charged a fee equal to the cost of the roadside assistance where it is established that roadside assistance could have been avoided in cases such as keys being locked in the Vehicle, flat batteries caused by lights having been left on and other such similar occurrences.

16 REPAIRS

16.1 Any Repair Event requiring repairs that would cost an amount of up to \$100 including GST needs no authorisation from GORRVH and all that is necessary for full reimbursement to You from GORRVH is a proper receipt for the amount of the repairs. If the Repair Event is expected to cost an amount exceeding \$100 including GST then You must notify GORRVH and obtain GORRVH's written or SMS consent before the repairs are carried out. Any damage to the vehicle or its contents must be notified to GORRVH immediately so that we can start the order of parts or booking of service providers. The early notification of ANY damage or repair required is imperative, even a scratch to a table top. Please note that we will obtain repair costings for any damage to our vehicle from the authorised local repairer. We are not obligated to obtain multiple quotes, but may do so at our sole discretion and at additional cost to you. Our primary goal in attending to any repair is to make good any damage as soon as possible so as to prevent a claim of demurrage* against your Security Bond or Insurance.

(*Demurrage is a term used to describe an asset that is not rentable due to damage repairs taking it out of service)

16.2 If the Vehicle cannot be driven as a result of a breakdown, GORRVH will only reimburse You for the time that the Vehicle was not available for use. Subject to availability, GORRVH will provide a replacement vehicle. Any cost incurred in You travelling to our office is Your responsibility unless the breakdown was the result of GORRVH's negligence.

16.3 The failure of accessories such as air-conditioners, awnings, televisions, microwaves, stove and grill, water pump, camping kit items, shower and toilet, refrigerators and radios/cassettes/CD/DVD/Video Players does not constitute a breakdown and no amount is payable by GORRVH to You. GORRVH is not liable for the loss of any food items due to loss of refrigeration or freezer.

16.4 GORRVH is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Vehicle or as a result of any accident.

16.5 GORRVH is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.

Note: It can often be difficult to carry out repairs during weekends and holiday periods and/or in remote areas due to limited opening times and/or availability of spare parts.

17 TYRES/WINDSCREEN

17.1 Authorisation must be obtained from GORRVH before tyres or windscreens can be replaced. You are responsible for replacing damaged tyres (for example, but not limited to, blowouts, punctures, sidewall damage, tyre staking etc.) unless caused by normal wear and tear or the actions of a third party where the details of that third party are provided or the actions of GORRVH.

17.2 You must maintain tyre pressures as per the Vehicle manufacturer's manual and You must only purchase new steel radial tyres of the same size and ply rating as are fitted to the Vehicle. If You purchase tyres of a different size or ply rating GORRVH will not refund You for the purchase cost.

17.3 You are responsible for replacing damaged windscreens, tyres and wheels, except where You have purchased GORRVH **Additional Cover** and it applies.

18 SEAT BELTS AND CHILD RESTRAINTS

18.1 You must comply with all mandatory seat belt laws and You acknowledge that any driver or passenger who does not have a seat belt properly adjusted and fastened may be fined by the police. You agree to not carry more persons than the available quantity of seat belts in the vehicle. All of our vehicles are described in 'Berth' quantity, which is the maximum quantity of seatbelts available. Some of our vehicles are unsuitable for children under the age of 7 years, due to having seat belts, but no child restraint anchor points. Our vehicle descriptions state if this is the case and you can contact us if you are unsure.

18.2 GORRVH gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle and You accept full responsibility for the fitting and suitability of any such restraints fitted.

19 ACCIDENTS

19.1 In the event of an accident You must:

- (a) record the Time/Date/Location and take pictures if possible showing close ups of damage to all vehicles as well as some angles showing the scene of the accident if safe to do so.
- (b) record the other party's full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle;
- (c) record the name of the other party's insurance company;
- (d) not admit liability;
- (e) notify the nearest police station within 24 hours of the accident;
- (f) fully complete and sign the Accident Report Form (located in the Vehicle) or Downloadable at <https://gorrv.com/accident-details-form> ; and
- (g) notify GORRVH ASAP but not longer than 24 hours of the accident and email through the Accident Report Form to bookings@gorrv.com

19.2 In the event of an accident, the towing and retrieval of the Vehicle to our office is at Your expense up to the amount of your Security Deposit. There is no refund for monies paid for the unused portion of the rental period. An administration fee of \$75 including GST per accident file may apply (to cover the costs of processing).

19.3 In the event of an accident in which there is Loss or Damage to the Vehicle, the availability of a replacement Vehicle is not guaranteed and its provision is subject to availability, Your location, remaining hire duration and whether the accident was the result of a Substantial Breach. Additional charges may be incurred.

19.4 If a replacement Vehicle is required as a result of an accident:

- (a) You are responsible for making Your own way to our office or pickup location at Your own cost;
- (b) GORRVH may offer You the option of paying a "Replacement Vehicle Relocation Fee" to send a driver to deliver the replacement vehicle to Your location; and
- (c) You must pay for any costs relating to delivery of a replacement Vehicle as a result of any vehicle accident. This charge applies irrespective of any Reduction Option taken.

20 DAMAGE LIABILITY REDUCTION

20.1 Subject to this Agreement including without limitation clause 21, You, any Joint Renter and any Authorised Driver will receive the benefit of GORRVH's standard insurance with its insurer for Loss or Damage of the Vehicle and damage to any third-party property, except:

- (a) any property owned by You (or any friend, relative, associate or passenger); or
- (b) any property in Your physical or legal control;
- (c) all or part of the Security Deposit amount authorised by you at the time of booking;
- (d) if there is Loss or Damage to the Vehicle as a result of a Single Vehicle Rollover where you have not chosen additional insurance to cover this;
- (e) if there has been a Substantial Breach or breach of clause 5.1(c) of this Agreement;
- (f) You are not covered under any other policy of insurance; and
- (g) You have provided such information and assistance as may be requested by GORRVH and/or its insurer.

20.2 If cover is extended to You by GORRVH's insurer:

- (a) You authorise GORRVH's insurer, at its sole discretion, to defend or settle any legal proceedings;
- (b) GORRVH's insurer has the sole conduct of any proceedings; and
- (c) any such proceedings shall be brought or defended in Your name or the name of the Joint Renter.

21 DAMAGE LIABILITY EXCLUSION

21.1 Notwithstanding any other clause of this Agreement, if there is a Substantial Breach or a breach of any part of clause 5.1(c) of this Agreement, You, any Joint Renter and any Authorised Driver:

- (a) are liable for:
 - i. all Loss or Damage to the Vehicle, and
 - ii. all third-party Loss or Damage; and
- (b) have no entitlement to the benefit of GORRVH's insurance under clause 20 of this Agreement, even if extra insurance options (as set out in clause 24) have been purchased and/or the Liability Reduction amount has been paid (subject to the limited exceptions that apply to Reduction Options and Additional Cover as set out in clause 24).

22 PERSONAL INJURY

22.1 The Vehicle has third party personal injury insurance cover. It is likely that any other vehicle involved in the accident also has third party personal injury insurance cover.

22.2 Depending on the circumstances of the accident, You may be entitled to claim for Your personal injury against the third party personal injury insurance of the party which is responsible for the accident. Details of the third party personal injury insurer for the Vehicle are set out in the registration details of the Vehicle.

23 PROPERTY DAMAGE

23.1 You are responsible for and must pay up to the amount of the applicable **Security Deposit** agreed to at time of booking for Loss or Damage to the Vehicle and for damage to third party property.

23.2 Regardless of whether cover is extended to You by GORRVH's insurer, You will remain responsible for the costs of demurrage for the period the Vehicle is unavailable due to repairs. Any demurrage recovered from any negligent third party will be refunded to You upon its recovery. If you have taken out **Total Extra Cover Insurance** with us, you are covered against any demurrage costs.

23.3 The Liability Reduction applies in respect of each claim, not per rental.

23.4 In the event of a claim, GORRVH requires that You pay a second Security Bond equivalent to the applicable liability if You are continuing with the rental plus an administration fee of \$75 including GST per claim may apply.

23.5 The Liability Reduction is applicable regardless of who is at fault and must be paid at the time the accident/incident is reported to GORRVH, not at the completion of the rental period.

23.6 GORRVH has no liability for personal belongings damaged, stolen or lost which are always Your responsibility. All of our vehicles are fitted with safes or lockable strong boxes in places out of sight. It is your responsibility to observe these protective measures, understanding that GORRVH is not liable for any unauthorised access or removal of these safes or locked boxes by any persons. GORRVH recommends that You do not leave items of high or irreplaceable value in the Vehicle and that You take out Your own Personal Travel Insurance.

24 LIABILITY REDUCTION AND ADDITIONAL COVER OPTIONS

STANDARD INSURANCE is included in your daily rental cost – It's a Basic Standard Liability Cover (mandatory on all of our vehicles)

24.1 GORRVH's rental vehicles require a Standard Liability Reduction and Bond of:

(i) \$500 including GST for each eBike

(ii) \$2,000 including GST for each Jetski

(iii) \$3,000 including GST for all Motorhomes and Campervans

(ii) \$5,000 including GST for all other 2WD vehicles including Porsche Boxster

(iii) \$8,000 including GST for all 4WD vehicles including Porsche Cayenne

The Security Bond will be collected from You automatically, by GORRVH debiting Your original booking credit card 1 day prior to collection of your rental vehicle.

Payment of this Security Bond is only accepted by the original credit card used for booking.

24.2 You can reduce your Liability further by purchasing one or more of the following extra insurances. The insurances selected by You will appear on your Booking Form. If you wish to purchase extra insurances (detailed below), you must advise us prior to commencing your hire. Insurance options are available at: <https://gorrv.com/extras>

TYRE & WHEEL DAMAGE INSURANCE

24.3 You can purchase this Option by paying to GORRV the below per day cost and this will cover 100% of the cost of any tyre damage during normal road use, including punctures, tears, rips, blowouts. There is NO EXCESS PAYABLE on this cover.

(i) \$6 including GST per night for all Motorhomes, Campervans, Caravans, Camper Trailers, (Wheels are **NOT** covered on our 4 Wheel Drive Vehicles and Sports Cars)

WINDSCREEN DAMAGE INSURANCE

24.4 You can purchase this Option by paying to GORRV the below per night cost and this will cover 100% of the cost of any windscreen damage during normal road use, including stone chips, cracks and replacement. There is NO EXCESS PAYABLE on this cover.

(i) \$9 including GST per night for all Motorhomes, Campervans, Caravans, Camper Trailers, 4 Wheel Drive Vehicles and Sports Cars.

ROOF and UNDERBODY DAMAGE INSURANCE

24.5 You can purchase this Option by paying to GORRV the below per night cost and this will cover 100% of the cost of any Roof or Underbody damage caused from normal road use, with the same \$3,000 excess that forms part of your standard included insurance.

(i) \$19 including GST per night for all Motorhomes, Campervans, Caravans, Camper Trailers, 4 Wheel Drive Vehicles and Sports Cars.

SINGLE VEHICLE ROLLOVER DAMAGE INSURANCE

24.6 You can purchase this Option by paying to GORRV the below per night cost and this will cover 100% of the cost of any Single Vehicle Rollover damage during normal road use (as outlined in clause 37.11), with the same \$3,000 excess that forms part of your standard included insurance.

(i) \$13 including GST per night for all Motorhomes, Campervans, Caravans, Camper Trailers, 4 Wheel Drive Vehicles and Sports Cars.

(ii) If you purchase **Total Extra Cover Insurance** (below), Single Vehicle Rollover is included at no additional cost.

TOTAL EXTRA COVER INSURANCE PACK – INCLUDES THE ABOVE TYRE, WHEEL, WINDSCREEN, ROOF, UNDERBODY plus COMPLIMENTARY SINGLE VEHICLE ROLLOVER DAMAGE COVER (available on 4WDs, SUVs, Sports Cars, Motorhomes, Campervans, Caravans and Camper Trailers)

24.7 You can purchase this Option by paying to GORRVH the below per night cost and this will protect your **Security Deposit** amount from the events listed. Available on all rental periods and capped at 50 days per rental:

(i) \$23 including GST per night for all 4WDs, SUVs, Sports Cars, Motorhomes, Campervans, Caravans and Camper Trailers.

Payment of this bond is only accepted by credit card.

ULTIMATE INSURANCE PACK – INCLUDES THE ABOVE TYRE, WINDSCREEN, ROOF, UNDERBODY, SINGLE VEHICLE ROLLOVER DAMAGE COVER plus REDUCES YOUR SECURITY DEPOSIT by \$2,000

24.8 You can purchase this Option by paying to GORRVH the below per day cost and this will reduce your **liability** and **bond** amounts. Available on all rental periods and capped at 50 days per rental:

(i) \$60 including GST per day for all 4WDs, SUVs, Sports Cars, Motorhomes, Campervans, Caravans and Camper Trailers, reduces your liability and bond by \$2,000.

Payment of this bond is only accepted by credit card.

4WD ADDITIONAL COVER

24.9 The 4WD Additional Cover is only available with 4WD SUV, 4WD Campervan and Camper hires **and when the ULTIMATE INSURANCE PACK Option has been purchased**. You can purchase this Option by paying to GORRVH \$299 including GST per rental for all 4WD SUV's, 4WD Campervan and Camper hires. Subject to clauses 5.1(c) and 17 of this Agreement the 4WD Additional Cover extends the cover available for 4WD SUV's, 4WD Campervans and Campers to include:

- i. Accidental Overhead Damage and under-body sections of the 4WD Camper;
- ii. Unlimited tyre and windscreen cover;
- iii. Unlimited kilometres;
- iv. Damage to the Awning to the amount not exceeding \$1,500 including GST;
- v. Damage to the roof top tent/pod or luton peak; and
- vi. Bugged vehicles, including towing, salvage and vehicle recovery costs from 4WD roads where permission from GORRVH to travel on these roads has been granted (see clause 13.2 of this Agreement for a list of these roads).
- vii. Single Vehicle Rollover

Extended Roadside Assistance

24.10 Extra Roadside Assistance will cover You for opening RV on lock out, lost key replacement up to \$120, emergency towing up to 25km, jump start, flat tyre change using spare located in the vehicle. Up to 20 litres fuel delivery and call out costs up to \$150.00. You can purchase this option by paying \$4 per day capped at 25 days per rental.

Windscreen and Tyre Protection Plus

24.11 Windscreen and Tyre Protection Plus will cover You for **1 windscreen, 2 tyres PLUS the Extended Roadside Assistance**. You can purchase this option by paying \$11 per day capped at 25 days per rental.

25 BOND AND BOND PAYMENT CONSENT

25.1 You hereby give Your permission and express consent for GORRVH to deduct or block Your Security Bond from the original booking credit card which is applicable subject to these terms and conditions for your specific hire vehicle.

25.2 For security purposes, only the original booking credit card can be used to provide a bond.

25.3 The named credit card holder must be present upon collection of the Vehicle.

25.4 The credit card holder is jointly and severally liable for any damage to the Vehicle.

25.5 The Security Bond is fully released/refundable when the Vehicle is returned to the correct location on time, is full of fuel, with no damage (which did not exist at the time of collection) and all other terms of this Agreement have been complied with.

25.6 If there is Loss or Damage to the Vehicle on its return, the bond will be used to cover the cost of such damage up to the amount of the relevant Liability Reduction.

25.7 However, if there is a Substantial Breach or a breach of any part of clause 5.1(c) of this Agreement and the Security Bond is insufficient to cover the Loss and Damage then any extra cost will be charged to You from your credit card.

25.8 Credit card refunds including Security Bond releases/refunds may take up to 21 days to appear in your bank account, depending on Your financial institution.

26 GENERAL PROVISIONS

26.1 Immediately upon receipt, You must provide GORRVH with every summons, complaint or paper in relation to any accident or loss involving the Vehicle.

26.2 You must not refuse or fail to take any blood analysis, breath test or drug impairment assessment requested by the police or as required by law.

26.3 You irrevocably release and hold harmless GORRVH, its employees and agents from all claims for loss or damage to personal property owned by You or others left in the Vehicle, or which is received, handled or stored by GORRVH at any time before, during or after the rental period, unless the loss or damage is due to GORRVH's negligence.

26.4 Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of GORRVH for any purpose whatsoever.

26.5 No right of GORRVH under this Agreement can be waived except in writing by an authorised employee of GORRVH.

26.6 Notwithstanding any other provision of this Agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee (charges) imposed by Local, State or Federal Government that is charged and collected by GORRVH is imposed anywhere in Australia and has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You or in relation to the provision of rental or other services to You.

26.7 You acknowledge:

(a) this Agreement creates a bailment between GORRVH and You in respect of the Vehicle and Your interest in the Vehicle is as a bailee only;

(b) nothing contained in this Agreement shall be construed as granting or entitling You to any ownership right or any other inconsistent proprietary right in or to the Vehicle; and

(c) You agree not to part with possession, sell, lease, dispose of, encumber or assign any right or interest in the Vehicle and not create any security interest or any lien over the Vehicle (including in respect of repairs) other than security interests granted in favour of GORRVH.

26.8 You and/or the Joint Renter/s agree to indemnify GORRVH from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis), incurred by GORRVH as a consequence of any breach by You or the Joint Renter of this Agreement or the failure for whatever reason of the due and punctual performance of Your obligations under this Agreement.

26.9 You acknowledge that GORRVH has not in any way represented itself to You as an entity carrying on the business of insurance.

26.10 You must make yourself available to assist GORRVH in any legal actions mentioned in this Agreement that may arise out of Your hire of the Vehicle.

27 ILLUSTRATION DISCLAIMER

27.1 GORRVH's brochures, website, social media sites and other advertising material may contain only representations of our vehicles. Pictures, illustrations, descriptions and measurements of the vehicles may be different to the Vehicle offered to You due to modifications and/or upgrades. GORRVH is not liable for any such variance.

28 FUEL

28.1 The Vehicle must be returned with the amount of fuel equal to that at the time of the commencement of the rental. If the Vehicle is returned with less fuel, the difference will be charged to You at a rate of \$3.25 including GST per litre (which includes a service component).

28.2 You must only use the fuel type specified by the manufacturer of the Vehicle and **the use of bio-diesel or any organic hybrid fuel type is strictly prohibited. Petrol vehicles must be fueled with minimum 95 RON Unleaded or Premium 98 RON Fuel (Such as Shell V-Power)**

Any use of incorrect fuel types is a Substantial Breach of this Agreement.

29 VEHICLE CLEANING

29.1 Vehicles must be returned in a reasonable state of interior cleanliness, completely free of mud, rubbish and pet hair. ***Please do not wash the exterior of the vehicle - leave that to us!***

29.2 If applicable, the toilet and waste water tank must both be returned empty or a \$200 including GST cleaning fee will be charged to You in respect to each tank.

29.3 Cleaning fees will be charged if the vehicle is returned in an unreasonable state of cleanliness up to \$500 and/or an additional \$200 fee in the event the vehicle needs pet cleaning.

29.4 Smoking is strictly prohibited in or within 5 metres of the GORRVH vehicles.

29.5 Should the vehicle need deodorising as a result of **smoking or any other activity resulting in a disagreeable odour**, a **minimum \$1,000 fee will be deducted from your security bond**. The cost to decontaminate a rental vehicle is considerable in terms of removal of all soft furnishings (including seating, blinds, mattresses, mattress toppers, linen, curtains and blinds) Dry cleaning of items and replacement of others can run into hundreds of dollars alone. We will also be unable to hire the vehicle whilst outside service providers attend to the cleaning and deodorising of vehicle furnishings which can run to \$300 plus *per day*.

30 BRANCH HOURS AND RETURNS

30.1 GORRVH office is closed Christmas Day, Boxing Day, New Year's Day, Good Friday and Australia Day Public Holidays.

30.2 Office Hours are from 9am til 5pm Monday to Friday with after hours collections and returns by prior arrangement.

30.3 The Vehicle must be returned at the Return Time, on the Return Date and to the same Location as your Collection of the vehicle.

30.4 If you wish to change the Return Location or the Return Date after the rental has commenced, You first must obtain permission from GORRVH. Subject to the change of the Return Location being approved, an additional minimum charge of \$750 will apply.

30.5 If the Vehicle is returned at a different location without GORRVH's prior written permission, the cost of transferring the Vehicle to the Return Location will be charged to you, plus a minimum charge of \$750 including GST.

30.6 You will continue to be responsible for the rental of the Vehicle, including demurrage, until the Vehicle is returned to the Return Location. If You return the Vehicle late without GORRVH's permission, then, following a written demand by GORRVH, GORRVH may take steps to recover and repossess the vehicle and You will be charged for the late return at a rate equivalent to double the daily standard gross rental charge for the Vehicle, plus the daily rate charge applicable to Your chosen Reduction Option.

30.7 Early return of the Vehicle does not entitle You to a refund.

31 RENTAL EXTENSIONS

31.1 Should You wish to extend the rental period whilst on hire, you must first obtain authorisation from GORRVH. This is subject to availability of the Vehicle.

31.2 The extra cost of an extended rental must be paid by credit card over the telephone or at GORRVH's Depot or Office immediately on confirmation of the rental extension.

31.3 The additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension. A paid late return option of +3 hours is possible, subject to availability.

32 NATURAL DISASTERS AND WEATHER CONDITIONS

32.1 GORRVH is not responsible for road closures caused by fires, cyclones, flash floods and other acts of God. Whilst GORRVH will make every effort to accommodate delays and non-vehicle returns to Return Locations for these events, any costs over and above the minimum \$700 including GST Return Date and Return Location fee will be Your responsibility.

32.2 GORRVH reserves the right to restrict Vehicle movements in certain areas, including but not limited to adverse road or weather conditions for the purpose of guest safety. This may include any imminent storm warning or other potential fire or weather-related threats.

33 KILOMETRE ALLOWANCE

33.1 We do not have excess kilometre charges unless advised to you upon booking. If a kilometre allowance is imposed, then the applicable Excess Kilometre Fee is payable by You to GORRVH on return of the Vehicle.

34 SATELLITE SAFETY BEACON

34.1 If You are supplied with a Satellite Safety Beacon it should only be activated in life threatening emergency situations to alert the rescue authorities.

34.2 Deliberate misuse may incur a severe penalty and any costs incurred due to the activation of a unit are a matter strictly between You and the rescue authorities.

35 ELECTRONIC TRACKING and/or Dashcam Recording

35.1 GORRVH may use Global Positioning System (GPS) tracking or other electronic tools (tracking device) to enable the geographical location of its Vehicles to be tracked or located. Dashcams are also installed in some of our vehicles. Information from the tracking device and/or dashcam may be used:

- (a) to provide police or other authorities in the event that the Vehicle is stolen or is not returned at the end of the rental period;
- (b) in the event of an accident or incident relating to the Vehicle during the rental period, e.g. to verify the location of the Vehicle at the time of the alleged accident;
- (c) to identify the exact location of the Vehicle in the event of a recorded breakdown and to provide that location to breakdown responders (e.g. the local Automobile Association);
- (d) to locate the Vehicle in an emergency; or
- (e) for any other purpose allowed under the Privacy Act 1988 (Cth) or any other law.

35.2 By hiring a Vehicle from GORRVH, you expressly consent to GORRVH using tracking devices and/or dashcams on the Vehicle during the rental period and collecting, using and retaining information from the tracking devices in accordance with GORRVH's Privacy Policy.

35.3 If you continue to exceed the designated speed limit of the area You are travelling in and have ignored the warnings provided by the electronic tracking system and or SMS warnings sent to you, GORRVH may apply an additional fee of \$300 including GST in all circumstances.
35.4 Refer to clause 36 of this Agreement for more information on GORRVH's Privacy Policy.

36 PRIVACY NOTICE

36.1 GORRVH has always valued the privacy of personal information.

36.2 When GORRVH collects, uses, discloses or handles personal information, it is managed within the bounds by the Office of the Australian Information Commissioners (OAIC) and Australian Privacy Principles (APPs).

36.3 For a full copy of GORRVH's Privacy Policy, please download a copy at www.gorrv.com

36.4 Your information will not be released to anyone other than in accordance with GORRVH's Privacy Policy.

37 Definitions

37.1 Authorised Driver means any driver approved by GORRVH and whose name is noted in **† h = # k** as an authorised driver;

37.2 Joint Renter means any person who is noted as a renter with any other person in **the † h = # k**. A Joint Renter is jointly and severally liable for all of the obligations under this Agreement;

37.3 Liability Reduction or Security Bond means the amount for which You will be liable to pay in the event of Loss or Damage to the Vehicle, which may be reduced by purchase of additional insurance options subject to the terms and conditions of this Agreement.

37.4 Loss or Damage means any loss or damage to the Vehicle, including that caused by theft of the Vehicle or by adverse weather events, that requires repair or replacement including the loss of use of the Vehicle (demurrage), legal expenses, assessment fees, towing and recovery costs, storage, service charges and any appraisal fees of the Vehicle;

37.5 Overhead Damage means any damage to the Vehicle or to any third-party property that is caused by:

contact between any part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;

the Vehicle hitting a **† h = # k** signed height restricted structure such as but not limited to bridges, car parks and drive throughs; or

objects being placed or persons on the roof of the Vehicle;

37.6 Repair Event means each individual event where repairs are required in respect of the Vehicle.

37.7 Reduction Option or Option means a reduction option purchased by You to reduce potential liability as described in clause 24.

37.8 Return Date means the date on which the Vehicle must be returned shown in the **† h = # k**.

37.9 Return Location means the location from which the Vehicle was hired.

37.10 Return Time means the time by which the Vehicle must be returned on the Return Date.

37.11 Single Vehicle Rollover means any incident where there is Loss or Damage to the Vehicle that does not involve an impact between the Vehicle and another vehicle and is caused by the Vehicle rolling, tipping or overturning whilst being driven or used by You, any Joint Renter or any Authorised Driver;

37.12 Substantial Breach means a breach of any of clauses 3.8, 3.9, 4.1, 4.2, 5.1(c)(i) to 5.1(c)(xii) (inclusive), 13.1, 13.2, 26.2 or 26.7(c) of this Agreement;

37.13 Vehicle means the vehicle identified in the **Vehicle Pre-Hire Condition Report** including all its accessories, tools, tyres and equipment as well as any replacement vehicle; and

37.14 You, Your means the person, firm, company or organisation renting the Vehicle and includes any Joint Renter identified in the **Vehicle Pre-Hire Condition Report**.

Vehicle Rented:

(1) I have read and understood the above provisions and agree to be bound by them. I have viewed the online training video available at <https://gorrv.com/user-guides>

(2) I have been shown over the Vehicle and all features I have not learned from the training video above been demonstrated to me.

(3) I have checked over the Vehicle and am satisfied that the Vehicle is free of any insect infestation such as and not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.

(4) I have checked over the Vehicle and its equipment and am satisfied with its cleanliness and condition.

(5) Any damage to the Vehicle has been photographed and/or noted/marked on the **Vehicle Condition Report**.

(6) I am satisfied that the fuel tank is completely full and agree to return the fuel tank completely full.

(7) I agree that I have checked the condition of the tyres, including the spare, and I am satisfied that they are in a roadworthy condition.

YOU ARE DEEMED TO HAVE READ AND ACCEPTED THESE TERMS AT TIME OF BOOKING WHEN YOU SELECTED THE ACCEPTANCE CHECK BOX

1. Signed by Renter on (date) / / :

Name:

2. Signed by Renter:

Name:

3. Signed by Renter:

Name:

4. Signed by Renter:

Name:

Signed for GREAT OCEAN ROAD RV HIRE on (date) / / :

Name: