

Barefoot Camper Hire Rental Agreement. Terms & Conditions – Effective 01.12.2011 to 30.11.2012

1. Definitions:

'This Agreement' means the Rental Agreement and these Terms & Conditions.

'Customer' means the person/persons nominated as the hirer and any person whose credit card is presented for payment of the Customer's charges.

'Barefoot Camper Hire' means Kirmat Enterprises Pty Ltd ATF Kirmat Family Trust t/a Barefoot Camper Hire.

'Rental period' means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control.

'Vehicle' means the Vehicle hired by the Customer including but not limited to tyres, tools, accessories, camping utensils and all other equipment, documents and additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

2. Rates & Conditions:

All rates & conditions quoted in our brochures and other advertising and/or documentation are subject to change without notice. Apart from changes in legislation or errors, rates & conditions applicable to your rental will not be altered once your booking has been confirmed by Barefoot Camper Hire. Any changes to your booking will result in the rate being recalculated at the applicable rate on the date of the change. All prices are quoted and payable in Australian dollars.

3. Rental Duration:

3.1 Rental days are calculated on a calendar basis. When calculating the number of days the Vehicle is rented, the day of pickup is counted as day one of the rental, regardless of the pick-up time. The day the Vehicle is returned is counted as the last day of the rental regardless of the drop-off time.

3.2 Late pick-up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

3.3 Minimum Rental Periods: Rentals over the Easter Weekend require a minimum of 7 days. Rentals from 15 December to 5 January require a minimum of 7 days. These minimum rental periods are subject to change and any such change will be notified to you prior to booking confirmation.

4. Delivery & Return of the Vehicle:

4.1 The Customer acknowledges having received the Vehicle and all accessories, camping utensils and all other equipment and additional hire items related to the Vehicle in a clean condition, with a full tank of fuel and full bottle of gas (if applicable).

4.2 The Customer will return the vehicle in a clean condition with a full tank of fuel on the return date, time and location as set out in the Rental Agreement. Failure to adhere to these requirements will result in additional charges.

4.3 The Customer acknowledges that Barefoot Camper Hire will determine what, if any, refund may be warranted if the Vehicle is returned or the Customer ceases to have the use of the Vehicle prior to the return date. In this event, Barefoot Camper Hire will act reasonably but the decision of Barefoot Camper Hire shall be final.

5. Hours of Operation:

Monday to Friday: 8.00am to 5.00pm

Saturday: 8.00am to 12.00pm

All pickups and drop offs are to be made between 8.00am to 4.00pm. Pickups/Drop Offs on Sundays or Public Holidays are subject to approval and additional fees may apply.

6. Late pick-ups/drop-offs:

A Customer request for pick-up/return of the vehicle after business hours is subject to approval and a fee may apply and is required to be paid immediately upon approval via credit card. This fee may apply in all cases regardless of the reason for the late pick-up or drop off.

7. Change of Drop-Off Destination:

If the Customer wishes to change the drop-off destination, they must first obtain authorisation from Barefoot Camper Hire. Subject to the change being approved, an additional charge of up to \$900.00 may apply which will be notified to you at the time of approval and is required to be paid immediately upon approval via credit card. This fee may apply in all cases regardless of the reason for the change of location. Where Barefoot Camper Hire mandates a change in drop-off location, fees as per clause 6 will not apply.

8. Rental Extension:

8.1 If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from

Barefoot Camper Hire. This is subject to availability.

The extra cost of an extended rental is to be paid by credit card on confirmation of the rental extension.

8.2 Failure to obtain authorisation for a rental extension will result in a late fee of AU\$150.00 per day in addition to the daily rental rate for each day until the Vehicle is returned. The daily rental rate charged will be the rate applicable on the day of extension (which may differ from the original rate booked) per vehicle for the extended rental period.

9. Airport Concession Fee:

An Airport Concession Fee applies to Vehicle with pick-up or drop-off from airport locations. Fees vary between airports and are subject to change. Details of charges can be obtained upon booking.

10. Extra Driver Fee:

There are no fees for additional drivers however all drivers must be approved by Barefoot Camper Hire at the commencement of the hire period.

11. License:

A full (non-probationary) resident country driver's license must be presented at the time of the rental for each nominated driver. If the license is not in English format, an international driver's license is also required.

12. Age restrictions:

Drivers must 21 years of age or over. A medical certificate stating that the customer is fit to drive the vehicle that they have booked for the duration of the hire is required for drivers over the age of 75.

13. Use of the Vehicle:

13.1 The Customer agrees that, during the Rental Period, the Customer will not allow the vehicle to be:-

- (a) Driven otherwise than in a prudent and cautious manner. A single vehicle rollover or other single vehicle accident is considered to be a breach of this condition and the Customer will be responsible for the first \$2000.00 (Drivers 25+yrs) or \$2500.00 (Drivers 21-24 YRS) of the cost of the damage as described in clause 22.8 regardless of fault. The first \$2000.00 (Drivers 25+yrs) or \$2500.00 (Drivers 21-24 YRS) is debited from the Customer's credit card immediately upon the earlier of notification of accident to Barefoot Camper Hire or upon Barefoot Camper Hire becoming aware of the rollover or accident. A

- single vehicle rollover may include, but is not limited to, a Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the vehicle.
- (b) Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
 - (c) Left with the ignition key in the vehicle while it is unoccupied;
 - (d) Damaged by:
 - (i) Submersion in water;
 - (ii) Contact with salt water;
 - (iii) Creek or river crossing;
 - (iv) Driving through flooded areas; or
 - (v) Beach driving.
 - (e) Used for any illegal purpose or in any race, rally or contest;
 - (f) Used to tow any vehicle or trailer;
 - (g) Used to carry any passengers or property for hire or reward;
 - (h) Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or specified in this Agreement;
 - (i) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; or
 - (j) Used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
- 13.2 Road Restrictions:
- (a) The vehicle may not be used on any unsealed road (being a road not sealed by a hard material such as tar, bitumen or concrete) or in off road conditions. Off road conditions include, but are not limited to fire trails, beaches, sand tracks, fields or paddocks. The only exception to this is reasonable use of access roads limited to a maximum of twelve kilometres in length to recognised commercial camp grounds.
 - (b) Barefoot Camper Hire reserves the right, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions and the distance to nominated destinations in relation to the length of the hire period. Barefoot Camper Hire

will advise you in pick-up of any travel restrictions known at that time.

- 13.3 The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of Barefoot Camper Hire.
- 13.4 The Customer will not allow any animals to be carried in the vehicle, excluding registered guide dogs.
- 13.5 The Customer shall take all reasonable steps to properly maintain the vehicle, including daily checks of the oil, water and batteries, and will contact Barefoot Camper Hire immediately should vehicle warning lights indicate any potential malfunction.
14. Maintenance and repairs
- 14.1 The Customer must notify Barefoot Camper Hire immediately of any mechanical failure of the vehicle. Authorisation must be obtained from Barefoot Camper Hire before any repairs are carried out. Repairs will be authorised and where applicable be deducted from the Customer's security bond should the Customer be responsible for the damage. In all cases receipts must be submitted for any repairs carried out.
- 14.2 The Customer will pay for the cost of repairing or replacing tyres damaged during the rental period except if the tyre is defective and is returned to Barefoot Camper Hire for inspections and is subject to a warranty claim on the manufacturer.
15. On-road Assistance:
Any problems associated with the vehicle, including equipment failure, must be reported to Barefoot Camper Hire with 24 hours of the customer becoming aware of same in order to give Barefoot Camper Hire the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Subject to clause 27, Barefoot Camper Hire reserves the right to not accept liability for any claims submitted after this period. Please contact Barefoot Camper Hire on 1300733 975.
16. Vehicle Availability
- 16.1 Barefoot Camper Hire will endeavour to supply the vehicle selected. However should the vehicle booked be unavailable due to unforeseen circumstances, Barefoot Camper Hire reserves the right to substitute an alternative vehicle without prior

notification. The alternative vehicle shall be as close a substitute for the booked vehicle as possible. Barefoot Camper Hire will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required.

16.2 Should the Customer decide to take a lesser vehicle than booked, they will not be entitled to a refund.

17. Title to the Vehicle:

The Customer acknowledges that Barefoot Camper Hire retains title to the vehicle at all times. The Customer 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.

18. For Your Protection:

Personal Injury is covered in most cases through Compulsory Third Party Insurance. However, Barefoot Camper Hire strongly recommends that all people travelling in Australia take out Personal Travel Insurance. Barefoot Camper Hire does not accept any liability for personal injuries sustained during rental.

19. Vehicle Damage:

19.1 The Customer understands that:

- (a) The Vehicle is insured for Third Party Vehicle and property damage;
- (b) The Customer will be responsible for the payment of any excess on insurance policies held by Barefoot Camper Hire together with all other liabilities in respect of any damage incurred whilst in the Customer's possession.

19.2 Any Liability Reduction is void and the Customer will be responsible for the total cost of any damage (as per clause 19.5) if the Customer breaches any of the conditions as per clause 13 and 20.

19.3 If no Liability Reduction Option is taken, the Customer is responsible for the first \$2000.00 (Drivers 25+ yrs) or \$2500.00 (Drivers 21-24 yrs) of the cost of the damage as described in clause 19.5.

19.4 With Liability Reduction, the customer is responsible for the first \$1500.00 (Drivers 25+ yrs) or \$2000.00 (Drivers 21-24 yrs) of the cost of the damage as described in clause 19.5.

19.5 The Vehicle Security Deposit applies in respect of each claim, not rental.

19.6 The liability is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. The Vehicle Security Deposit will be refunded only if Barefoot Camper Hire is successful in recovering the cost of the Damages from the Third party. Please note that Third party Claims can take months or even years to resolve.

19.7 Damage includes any and all damage to Third Party property, damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break in or vandalism. This also includes cost of the daily rental rate for the period the vehicle is off fleet for repair.

20. Exclusions:

The Customer acknowledges that they are responsible and liable for all costs, claims, damages and liability howsoever arising as a result of their use of the vehicle including but not limited to tyres, tools, accessories, camping utensils and all other equipment, documents and additional hire items related to the Vehicle and any replacement or substitute vehicle including but not limited to:

- (a) For any damage due to vehicle use in contravention of clause 13 'Use of vehicle';
- (b) Any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs and negligence resulting in damage to the hired Vehicle and/or a third party vehicle and/or property;
- (c) For any loss or damage to Personal belongings. Barefoot Camper Hire recommend that the Customer does not leave valuables in the vehicle and that they take out personal travel insurance;
- (d) If the Customer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the hired Vehicle or Third Party vehicle and/or property;
- (e) The cost to retrieve or recover a Vehicle which has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;
- (f) The cost to replace keys which have become lost, stolen and/or the retrieval of keys which have been locked in the vehicle;
- (g) Overhead and under body damage to the vehicle;

(h) For damage caused to the Vehicle because total load (kg) has exceeded the recommended load as stated in the vehicle manual;

(i) Drivers not identified on the rental agreement and/or drivers that have a license that has been cancelled or suspended and/or drivers who have a license that is classified as a learners or probationary license; and

(j) Any damage caused to the Vehicle due to the use of snow chains;

(k) Any costs associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel.

21. Vehicle Security Deposit:

21.1 On pick-up of the vehicle, the customer agrees to pay a Vehicle Security Deposit. The Customer authorises Barefoot Camper Hire to deduct from the Vehicle Security Deposit any amounts due by them to Barefoot Camper Hire arising out of the Agreement. Only the Customer's credit card is suitable for the purpose of supplying a Vehicle Security Deposit.

21.2 If the Customer does not take Liability Reduction, the Vehicle Security Deposit is \$2000.00 (Drivers 25+ yrs) or \$2500.00 (Drivers 21-24 yrs, payable by the Customer's Credit Card only. The Vehicle Security Deposit is processed as a pre-authorisation on the Customer's credit card and is held by the Customer's financial institution until after the rental period.

21.3 If the Customer does take Liability Reduction, the Vehicle Security Deposit is \$1500.00 (Drivers 25+ yrs) or \$2000.00 (Drivers 21-24 yrs) payable by the Customer's Credit Card only. The Vehicle Security Deposit is processed as a pre-authorisation on the Customer's credit card and is held by the Customer's financial institution until after the rental period.

21.4 Barefoot Camper Hire reserves the right to retain a \$300.00 cleaning fee if the Vehicle is not returned in a clean condition and free of mud. This includes smoking related cleaning, as smoking is not permitted in the Vehicle.

21.5 Failure to return the Vehicle with a full tank of petrol will result in refill charges and a \$35.00 service fee.

22. Procedure in case of accident:

If the Customer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

(a) At the Accident Scene the Customer must:

- (1) Obtain the names and addresses of Third parties and any Witnesses;
- (2) Report the accident to police, regardless of estimated damage costs;
- (3) Not accept \blame or insist the other party is at fault.
- (4) If possible, photograph damage to all vehicle(s) and registration numbers.
- (5) Telephone Barefoot Camper Hire (1300 733 975) with the accident details with 24 hours.

(b) At Barefoot Camper hire Depot:

- (1) The Customer must produce their Drivers License and hand over the police report (if applicable) and any supporting photographs.
- (2) The Customer is required to pay the liability and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the incident' and not at completion of the rental period.
- (3) The Customer will pay Barefoot Camper Hire the daily rental rate for the period the vehicle is off fleet for accident repairs.
- (4) Barefoot Camper Hire will ensure the Motor Vehicle Accident report is completed clearly and accurately signed by the Customer.

(c) Exchange vehicle:

- (1) The Availability of an Exchange vehicle is not guaranteed, provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (see below)
- (2) If an Exchange Vehicle is required as a result of an accident, the Customer is responsible for making their own way to Barefoot Camper Hire depot at their own cost.
- (3) Barefoot Camper Hire may offer the Customer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver to deliver the exchange vehicle to the Customer's location.

- (4) The Customer will pay for any costs relating to the delivery of a change over vehicle as a result of any single vehicle accident.
- (d) Time Frame for Settlement of Customer Liability Claims:
- (1) Barefoot Camper Hire shall use best endeavours to ensure that money due back to the Customer is forwarded as quickly as possible, however Third Party Claims can take months or even years to resolve. Barefoot Camper Hire cannot force the destiny of these claims, and the Customer acknowledges that the handling of these claims is up to Barefoot Camper Hire's Insurer and the Third party, whether they be insured or not.
 - (2) Barefoot Camper Hire agrees to refund any Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment of Third Party claims.
 - (3) For information regarding outstanding claims or Vehicle Security Deposit refunds, please contact +61 7 5529 8841 during office hours.
 - (4) The Customer agrees to provide all reasonable assistance to Barefoot Camper Hire in handling any claim including providing all relevant information and attending Court to give evidence.

23. Release and indemnity of Barefoot Camper Hire

23.1 The Customer releases Barefoot Camper Hire, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle.

23.2 The Customer hereby indemnifies and shall keep indemnified Barefoot Camper Hire, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customers use and/or possession of the Vehicle.

23.3 Any indemnity required of the Customer shall not operate to indemnify Barefoot Camper Hire in respect of any negligent act by Barefoot Camper Hire.

23.4 Nothing contained in these terms and conditions shall exclude any express or implied conditions, warranties or requirements that cannot be so excluded under the Trade

Practices Act or any other corresponding state legislation that may be applicable.

24. Infringements

Barefoot Camper Hire reserves the right to charge the hirer for any speeding, toll way or parking fines and/or Vehicle damage including Third Party property damage not reported on return of the Vehicle. In addition to these costs, **Barefoot Camper Hire** reserve the right to charge for associated administration costs for processing the fines (irrespective of liability) and/or all claims in the event of the Customer not having a NIL liability. In addition to the costs associated per fine and/or claim, an administration fee of AU\$50 will be applicable.

25. Rental charges

Total charges as set out in your rental agreement are not final. The Customer will pay any shortfall in charges to Barefoot Camper Hire and the Customer will receive a refund for any overcharges made by Barefoot Camper Hire. Wherever possible, any amendment to charges will be notified to the customer at conclusion of rental, and the Customer agrees to payment of any such charges at that time.

26. Payment of charges -joint and several liabilities

All charges and expenses payable by the Customer under this Agreement are due on demand by Barefoot Camper Hire including any collection costs and reasonable legal fees incurred by Barefoot Camper Hire. When the Customer comprises of more than one person, each person is liable, jointly and severally for all obligations of the Customer pursuant to this Agreement.

27. Credit card payment

27.1 If a credit card is presented as payment, the credit card holder will be jointly and severally liable as a Customer.

27.2 The following credit cards will be accepted: Visa Card, MasterCard.

27.3 When payment is made by credit card, the Customer agrees that:

- (a) Barefoot Camper Hire is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer's credit card issuer all amounts due by the Customer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a Third Party and all other additional charges as

they are incurred including all parking and traffic infringement penalties, road toll fines and associated administration costs; (b) the Customer will not dispute his/her liability to Barefoot Camper Hire for any amount properly due under this Agreement and the Customer shall indemnify and keep indemnified Barefoot Camper Hire against any loss incurred (including legal costs) by reason of notifying the Customer's credit card issuer of such dispute;

(c) Barefoot Camper Hire may process credit card charges pertaining to the rental after the hire period.

27.4 The Customer acknowledges that all transactions under this Agreement are conducted in Australian dollars. Due to exchange rate fluctuations and bank fees, there could be some variance between the amount initially debited against the Customer's credit card and the amount refunded. Barefoot Camper Hire accepts no liability for any such variation.

28. Terminating the agreement &repossessing the vehicle

28.1 The Customer acknowledges that Barefoot Camper Hire may refuse any rental, terminate this Agreement and/or repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

- (a) The Customer is in breach of any material term of this Agreement, particularly clauses 13 and 31;
- (b) The Customer has obtained the Vehicle through fraud or misrepresentation;
- (c) The Vehicle appears to be abandoned;
- (d) The Vehicle is not returned on the agreed return date or Barefoot Camper Hire reasonably believe that the Vehicle will not be returned on the agreed return date; or
- (e) Barefoot Camper Hire considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

28.2 The Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges or the Vehicle Security Deposit.

29. Cancellations

If a bookings travel dates are amended, within the cancellation fee period, to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply. Cancellation fees apply as follows:

- If cancelled 8-14 days prior to pick-up date: 50% of deposit is non-refundable.
- If cancelled 1-7 days prior to pick-up date: 100% of the deposit is non-refundable.
- If cancelled on the day of pick-up or no show: No refund available, **full rental fee** will be charged.
- • If vehicle is returned early for any reason whatsoever: No refund available
- Note: Cancellation Policy: Any refunds will be subject to a to a 2% fee if deposit made by credit/debit card.

30. Customer warranties

The Customer warrants that all information supplied by them to Barefoot Camper Hire in connection with this Agreement is true.

31. Entire agreement

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this Agreement.