

General Terms and Conditions

1. Booking Application

By sending off the booking application the customer acknowledges these terms and conditions and contents of the application form as legally binding for all persons listed in the form.

2. Performance and Prices

The scope of the performance to be brought by the rental company is laid down in the travel brochure etc., which is valid for the travel period on the day of booking, and also in the booking confirmation.

Alterations to or individual travel performance aspects deviating from the agreed terms of the travel contract, which are deemed necessary after the conclusion of the contract and which are initiated in good faith by the rental company are permissible, in as far as the alterations or deviations are not substantial and do not impair the booked journey as a whole. Possible warranty claims remain valid in as far as the changed performance is deemed to be deficient. The rental company is obliged to immediately inform the customer of any changes on or deviations pertaining to the performance.

Price alterations after a contract is made are allowed for legitimate, substantial and unforeseeable reasons (increases in fuel prices, taxes, fees, duties, tariffs etc.) inasmuch as the factual reasons justify the extent of the change in price, if the time between the conclusion of the contract and the agreed beginning of the journey is more than 4 months. In such cases the customer will receive notification without delay, however no later than three weeks before the journey begins. Price increases are not allowed after this point in time. In the case of a price increase of over 15% of the travel costs the customer is entitled to withdraw from the travel contract within a deadline of 10 days without incurring any cancellation charges.

All prices quoted in the booking confirmation include - unless otherwise specified - GST (Goods and Services Tax) to currently 10% as well as all other taxes and duties. GST is an Australian Federal Government imposed tax. The rental company reserves the right to amend GST upon Government intervention.

All rental prices include (unless otherwise specified or agreed):

- Pick-up Service from Melbourne – Tullamarine Airport (for long-term rentals from 3 weeks)
- First-night accommodation in Castlemaine (for long-term rentals from 3 weeks)
- Unlimited kilometres
- Extra driver fees
- Vehicle registration surcharge
- General equipment (e.g. tools and basic spare parts, such as water hose, V-belt, jack etc)
- road atlas of Australia
- comprehensive advise and insider tips for the trip and about attractions
- planning of the route free of charge (only applicable to long-term rentals from 3 weeks; for a detailed route without booking a vehicle a fee of AUD 250.00 applies)

Bushcamper and Campervan rentals in addition:

- Kitchen equipment (includes crockery, cutlery, pots, frying pan, teapot, bottle/can opener, chopping board etc.)
- General equipment (includes clothesline and pegs, dustpan and brush, bucket, water hose, fire extinguisher, matches, power cable etc.)
- Full gas bottles

Rental basis is per calendar day.

Guided tours in addition (unless otherwise specified or agreed):

- Pick-up service from airport
- City sightseeing tour on arrival
- English/German speaking tour guide
- Breakfast and dinner and cook during the tour prepared in our bush kitchen
- Tent accommodation during the tour
- Transport of luggage in support vehicle
- Servicing of the vehicles during the tour
- Repairs of the vehicles during the tour, if not caused by the customer

Participants of a guided tour are entitled to rent the tour vehicle before or after the tour to reduced rates. Prices upon request.

All rates and conditions are subject to change as required and without prior notification.

3. Payment

On conclusion of the contract a deposit is required per person (guided tours) and per vehicle rented respectively. This deposit has to be paid within 8 days after receipt of the booking confirmation at the latest. The entire residual amount must be paid six weeks before the beginning of the journey (guided tours) or upon picking up the vehicle (rentals) respectively. The complete payment of the travel price is the prior condition for the provision of the travel documents and the vehicle.

Where the deposit or the complete travel price is not paid within the above-mentioned deadlines, the rental company is entitled to cancel the booking.

The payment should indicate the name of the customer as well as the tour and vehicle booked respectively.

Credit card payments are not subject to any surcharges. The customer must be the credit card holder and must be present and able to sign for the amount due upon vehicle collection. The credit card holder is jointly and severally liable as a customer. It is important that the customer has the funds available on the credit card and that the amount does not exceed the customer's daily withdrawal allowance available on the card.

Upon vehicle collection, a bond is required. For the amount of the bond, please refer to our website. The bond is taken as an imprint to the customer's credit card. The customer's credit card will not be charged with the bond unless required.

All credit card transactions are conducted in Australian dollars. Due to exchange rate fluctuations and/or bank transaction fees there could be some variance in the amount refunded compared to the amount initially charged. the rental company does not accept any liability for variances up or down.

4. Cancellation by the Customer, Booking Changes

The customer can cancel their booking at any time before the scheduled start of the tour. In this case, the rental company is entitled to charge a cancellation fee as follows:

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|---|--|
| – 60 days and more prior to the start of the trip | booking deposit plus 20% of rental fee |
| – 59 to 31 days prior the start of the trip | booking deposit plus 30% of rental fee |
| – 30 days and less prior to the start of the trip | booking deposit plus 50% of rental fee |

These cancellation fees also apply for no-shows.

Changes in booking are possible free of charge depending on the availability of the vehicle desired.

the rental company strongly recommends to take out a travel cost cancellation insurance.

In all of the cases mentioned above the customer has the right to provide the rental company with proof of damage less than the amount stated.

5. Cancellation by the rental company

the rental company reserves the right to withdraw from the contract if the number of participants required for the trip of 4 persons (guided tours only) is not attained or when the obligation to carry out the contract would mean for the rental company that despite exploiting all possible avenues open to them the extent of economic sacrifice with regard to the contract would be excessive. The latter, however, does not apply when the rental company is itself responsible for the situation. In such cases the customer will be immediately informed as soon as the grounds for not accomplishing the contract arise and all advance payments will be returned. The customer is not entitled to any further claims in this case.

Furthermore, the rental company reserves the right to refuse to give the vehicle to customer if, e.g. the customer is not able to present a valid driving licence or the staff of the rental company judges the customer to have insufficient experience with the vehicle to drive the vehicle safely.

6. Liability

the rental company is liable within the scope of due care for the conscientious preparation of the trip, the careful selection and supervision of those carrying out the performance and the correctness of the description of the performance, but not for the wording in brochures etc. which have not been published by the rental company. As far as the hotels, camping sites, transport companies etc. engaged in the realisation of the tour are concerned, the rental company acts as an intermediary only. For any impairment of performance carried out by third parties such as these, where the rental company merely acts as an intermediary, the rental company is not liable. The contractual liability of the rental company as travel operator is limited to three times the amount of the trip price in as far as the damage neither results from intent nor gross negligence or where the damage is solely caused by a third party who has been engaged by the rental company. The liability limitation mentioned above also applies to tortious liability of the rental company in as far as this concerns damage to property and is not caused with intent or through gross negligence. Furthermore, the right to claim damages from the rental company on the grounds of a tortious act is excluded where this is not caused with intent or through gross negligence. the rental company recommends therefore that the customer takes out a travel accident and luggage insurance.

Claims for damages against the rental company are furthermore limited or excluded inasmuch as on account of regulations laid down by law, which apply to a travel performance to be brought by the operator, the right to claim damages is restricted or only possible under certain circumstances or is excluded under certain circumstances. This also applies to foreign regulations.

If the customer accepts the offer of the rental company and lets the luggage be transported by the rental company (guided tours only), this is at the customer's own risk and the rental company is not liable for the loss of or damage to the luggage. the rental company is not liable for participants who are left behind on account of their failure to adhere to the set times of departure, for delays, changes of the itinerary and other irregularities and damage, which are caused by acts of God. the rental company is not obliged to provide alternative transport or to offer alternative trips if the customer misses the booked flight through their own fault. This also applies to flight postponements. The customer is obliged to have the return flight acknowledged 72 hours before the scheduled flight by the organisation named in the travel documents.

the rental company is not liable for

- Any loss or damage or delays resulting from break-downs, mechanical or electronic faults or an accident or resulting from the vehicle being unsuitable for the customer's needs.
- Any loss or damage to the customer's property and/or for objects being left in the vehicle unattended.

7. Complaints, Duty to Co-operate

In the event of performance problems the customer is obliged to assist within the scope of the law, in particular to do all that is reasonably required to contribute towards solving the problem and to keep the potential damage to a minimum. If the customer does not fulfil this obligation through fault of their own, then the customer has no grounds for claims.

Claims must be made against the rental company within a month after the contractual end of the trip. After this deadline claims can only be made if the customer has been prevented from doing so by no fault of the customer's own. The right to claim lapses after a period of six months, which begins with the day on which the trip should end as stated in the contract.

The customer is responsible for the adherence to passport, visa, customs, quarantine, currency, driving licence and health regulations. All disadvantages arising from the non-adherence to these regulations are the customer's responsibility except when these have arisen on account of culpable misinformation or lack of information through the rental company. This also applies when the regulations named above are to be changed after booking. In such cases it is the duty of the rental company to pass on the information known.

8. Special conditions for rentals

Registration

It is the rental company's responsibility to keep the vehicle registered for the duration of the rent.

Warranty

The rental company warranty covers mechanical repairs on engine, gear, clutch and associated parts and labour (excluding towing charges and call-out fees) for the first 5,000km in full, Australia wide. After the first 5,000km, the rental company warranty still covers 50% of the outlined repairs. The rental company agrees to reimburse the customer, as outlined above, for any expenditure reasonable incurred by the customer in rectifying any mechanical failure to the drive train and engine of the vehicle, provided that, before taking out such repairs, the customer has first obtained consent from the rental company; the customer can produce relevant receipts in the rental company name showing such reasonable expenditure (including the date of the repairs, the odometer on that date, the registration number of the vehicle) and mechanical damage is not caused by abuse or neglect by the customer. Air-conditioning and audio system are not included for the purpose of this warranty, neither is damage resulting from a station wagon or campervan being driven on non-bitumen roads. Full warranty for the entire rental period can be taken out for an extra payment. See your quotation.

Driving licence

A current driving licence (non-provisional and non-probationary) must be presented at the time of rental. If the driving licence is not in English format and/or displaying the driver's photograph, an international driving licence (issued in the same country as the national driving licence) is also required. An English translation of the national driving licence by an accredited translator can replace the international driving licence. All drivers must be 21 years of age.

Vehicle pick-up and drop-off

The place of pick-up and drop-off of the vehicle rented is - unless otherwise agreed on in written - Glenluce. The vehicle is available to the customer for pick-up on the date agreed. The customer returns the vehicle on the date (and place) agreed on. The customer is requested to make an appointment by telephone for the returning of the vehicle at least 3 working days before the date agreed.

Rental extensions

If the customer wishes to extend the rental whilst on hire, they must obtain authority by the rental company at least one week prior to the due date of return of the vehicle. Extensions are subject to availability. The customer will be given any charges and these charges are payable immediately.

Early return of the vehicle does not entitle the customer to any refund of the unused portion of the rental.

The customer will cover the costs of transport back to Glenluce.

Fines and penalties

The customer is liable for any fines or penalties as well as associated legal and administration costs that incur whilst in possession or charge of the vehicle. The customer is liable for any other expenses including legal costs incurred by the rental company as a result of any breach of these terms and conditions and the rental agreement respectively.

Replacement

The rental company will not be liable to provide a replacement vehicle if the vehicle has been damaged beyond repair or has been stolen. The rental company will, however, try to replace the vehicle, depending on the availability, as soon as possible.

The rental company will not be liable to provide a replacement vehicle in case of necessary repairs. The rental company will, however, try to replace the vehicle, depending on availability, as soon as possible. In case of an estimated repairing duration of 3 to 7 working days, the rental company bears the costs for accommodation of up to AUD 50 per night. The customer has to keep the accommodation receipts for refund purposes. This paragraph does not apply to repairs of damages caused by the customer.

Service

The vehicle will be completely serviced by a registered workshop and will be handed over to the customer cleaned and in a road worthy condition.

The customer has to keep the vehicle in a road worthy condition. This includes, but is not limited to:

- Check all lights before starting any drive
- Check oil and water level daily
- Check tyres on minimum tyre tread depth (2mm)
- Check windscreen for cracks (to keep the vehicle road worthy it is not allowed to have any cracks in the windscreen and not more than 5 stars)
- Check wiper blades (front and rear) and replace them if necessary
- Motorcycles in addition: to lube/pack the chain every day (the motorcycle will be handed to the customer with chain lube)

This also includes that the vehicle will be serviced every 5,000 km on the customer's expenses by a registered workshop. The service has to include:

4WD vehicles:

Changing of oil and oil filter
Cleaning of air filter
Grease driveline
Checking the brakes

Station wagons:

Changing of oil and oil filter
Cleaning of air filter
Checking the brakes
Tune-up every 10,000 km

Motorcycles:

Changing of oil and oil filter
Cleaning of air filter
Checking the brakes
Checking the valve clearance

The customer has to present the invoices for the services carried out. In addition to name and full address of the workshop, the invoices have to contain the date of the service, the registration number of the vehicle, the mileage, the number of labour hours and parts used.

Tyres:

If the tyre tread depth is less than 60% when the customer gets their vehicle, the rental company will bear 50% of the costs of new tyres, in the case that the tyres should be worn down. The customer has to present the invoice for refund purposes.

If the tyre tread depth is more than 60% when the customer gets their vehicle, the rental company will not bear any costs for new tyres in case the tyres should be worn down.

Damages to the tyres (punctures, cuts, abrasions, etc.) are the responsibility of the customer.

Windscreen:

Should there be any chips or stars etc. to the windscreen upon picking up the vehicle, these damages will be noted in the vehicle condition report. The customer is responsible for any additional chips or stars or damage to the windscreen with a charge of AUD 50.00 each. The rental company bears any costs for replacing the windscreen in case of the windscreen getting cracked. In this case, the customer is obliged to contact the rental company before having the windscreen replaced. The costs for replacing a windscreen should usually not exceed AUD 200.00.

Road and other restrictions

The customer will drive the vehicle in a cautious and prudent manner and will not do or allow anything to be done to harm the vehicle. The customer will not be allowed to use the vehicle to carry passengers or property for hire or to carry animals. The customer will not be allowed to use the vehicle to carry any volatile liquids, gases, explosives or other corrosive or inflammable materials. Under no circumstances the vehicle is allowed to get contact to saltwater or to be driven on beaches. Furthermore, the vehicle is not allowed to be driven on streets, roads or tracks unsuitable for the vehicle, particularly closed roads and tracks. The vehicle is only allowed to be driven on sealed roads (except 4WD's and motorcycles). Damages resulting from improper using of the vehicle, are the liability of the customer.

Fuel

If the vehicle is provided with a half-full to full fuel tank upon picking-up the vehicle, the vehicle has to be returned accordingly. Failure to return the vehicle accordingly may result in refill charges to the amount of AUD 50.00 plus fuel costs.

Gas bottles

The vehicle will be provided with full gas bottles (where applicable). The gas bottles have to be returned accordingly. Failure to return full gas bottles may result in refill charges to the amount of AUD 50.00 plus gas costs.

Cleaning

The vehicle has to be returned in a clean condition inside and outside. Failure to do so may result in a cleaning charge of AUD 150.00.

Accidents

The customer will immediately notify the rental company by telephone of any accident, loss or damage involving the vehicle within 24 hours. The customer will endeavour to obtain the names and addresses of witnesses and if necessary report the accident to the nearest police station. The customer will not make any offer, promise of payment or settlement, indemnity or admission of liability about the accident, but will assist the rental company with any claim arising from any accident including attending court to give evidence.

Repossession of the vehicle

the rental company may repossess the vehicle at any time if it is found to be illegally parked, being used in violation of the law or this agreement, appears to be abandoned or is not returned on the return date set out in the rental agreement. the rental company may also repossess the vehicle at any time if it is discovered that the customer made a misrepresentation to obtain the vehicle or is otherwise in breach of the terms and conditions. the rental company needs not notify the customer of any repossession. The customer has, however, to bear all reasonable costs arising from repossessing the vehicle, including towing charges.

9. Insurance

Personal injury is covered in most cases through registration third party insurance. the rental company strongly recommends, however, to take out personal travel insurance.

To cover for damages to the vehicle or property of a third party, the rental company strongly recommends to take out insurance. There are two insurance options to choose from; insurance with AUD 1,000.00 excess per claim (not rental) or insurance without excess. For conditions and prices see specifications on website and in the booking confirmation respectively.

It is recommended to choose the insurance option without excess.

The insurance will not cover theft of the vehicle, break-in, vandalism, fire, damages to glass (e.g. windscreen, headlights, blinkers), underbody and roof damages, damages resulting from overturning, damages to parts which are not actual part of the vehicle (e.g. camping equipment, roof racks, roof tents, motorcycle racks and panniers). In case of theft the maximum liability for both insurance options is AUD 4,000.00.

All insurance cover will be made void if any of the following list of exclusions are breached.

- Vehicles used by the customer or any nominated driver on any unsealed road (i.e. non-bitumen/concrete/tar road) unless otherwise agreed in writing. No vehicle may be used in off-road conditions. Off-road conditions include, but are not limited to fire trails, beaches, sand, tracks, fields and paddocks. This does not apply to 4WD's and motorcycles.
- Any water related damage, which includes but is not limited to any vehicle submerged, creek or river crossing, driving through low plain flooded areas, beach driving
- Personal belongings. the rental company strongly recommends the customer not to leave personal belongings and valuables in the vehicle and to take out insurance to cover for the loss and/or damage of personal belongings.
- Any breach of the terms and conditions of the rental agreement. The customer will be responsible for the total cost of any damage. This will also include any damage caused by wilful misconduct (e.g. sitting, standing or going on the bonnet or roof of the vehicle) and driving under the influence of alcohol, medication, drugs or other illegal substances.
- The cost to retrieve or recover a vehicle, which may include, but is not limited to a vehicle that has become bogged, submerged or has been abandoned.
- The incorrect use of fuel (fuel being diesel or petrol) or contaminated fuel. The customer will be responsible for any associated cost.
- The cost to replace keys, which have become lost, or retrieval of keys, which have been locked in a vehicle.
- External modifications: if any external modifications are made to the vehicle and the vehicle is damaged as a result of this modification, the customer is responsible for the total cost of the damage.
- Overhead and underbody damage to the vehicle
- Any damage resulting from the vehicle colliding with an animal outside of built-up areas during and between the hours of dusk to dawn. The customer is responsible for all damage and recovery costs.
- All towing charges

- The vehicle may only be used to carry the maximum number of passengers as dictated by the vehicle type. If more passengers are carried than what is allowed, the rental company will not accept any liability.
- Drivers not identified and nominated in the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as learners or probationary licence and/or drivers whose licence does not cover the vehicle classification.

10. Salvatorial Clause

The invalidity of individual conditions does not result in the invalidity of the entire contract.
The same applies to the general operating conditions laid down here.

11. Disclaimer

Illustrations and text in any of our documentation, brochures or website are subject to change. Images are a representation only of the vehicle depicted. Variances in the vehicles offered for rental may occur.

As at 01.07.2007