

## Terms & Conditions

TERMS & CONDITIONS CM vehicles (CM, referred to as CM)

DEFINITIONS: The following definitions apply for these Terms & Conditions: The Travel Agent is herein referred to as the AGENT. The Client (Renter) is herein referred to as THE HIRER.

1. As of 1 Nov 2014: Admin fee of \$70.00 will apply to all bookings, including relocations
2. As of 1 Nov 2014: Rental company will pay all Toll Road charges
3. As of 1 Nov 2014: Rental company will abolish the 2% creditcard surcharge on balance payments: no credit card fees are charged.
4. Toll Tokens. A toll token will be supplied to each Campervan. It will be glued to the back of the rear vision mirror. If you lose your token you will be charged \$45.00 for the replacement
5. VEHICLE pick-up times are between the hours of 10.00am and 3.00pm weekdays or between 8:30am and 11:00am Saturdays. For Saturday pick-ups, please arrive at least an hour prior to the depot closing time (closing time is 12:00pm).
6. Vehicle drop off times are between the hours of 8.00am and 3.00pm Monday to Friday. Saturday drop-offs are between the hours of 8.00am to 11.00am.
7. Sunday vehicle pick-up and drop-off is by prior arrangement only.
8. LATE RETURNS: Vehicles that are returned one day later than the arranged date on the contract will be charged the day rate applicable to the contract, plus a \$150.00 late fee for every day the the drop of as well as any accommodation costs related to the next customers waiting for the vehicle to be delivered. This is not negotiable. This will be deducted from your security deposit immediately. client is late and any revenue lost from future rentals that the vehicle is booked for and cannot be used due to the lateness of
9. AFTER HOURS Pick-ups can be made by prior written arrangement only with Head Office in

Cairns. Please phone 1800 216 223 for prior written arrangements. You will need an email from Head Office in Cairns to show the depot of pick up the arrangement you have made.

10. The cost of After Hours, Sunday or Public Holiday pick-ups is \$80.00.
11. CM is not open on Public Holidays, Christmas Day, Boxing Day, New Year's Day, Good Friday to Easter Monday (or public holidays declared for those days).
12. RESERVATIONS: Monday to Sunday: 8:00am to 8:00pm.
13. HELPLINE: CM Head Office offers a 7-day-a-week Australia-wide help and information

service. Please call TOLL FREE on 1800 216 223 for on-road service. Any problems associated with the vehicle, including equipment failure, must be reported to CM as soon as possible and within 24 hours in order to give CM the opportunity to rectify the problem during the rental period. Failure to notify CM will compromise any claims for compensation. We do not accept liability for any claims submitted after this period. If CM is either not contacted or you do not allow CM 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 CM is not responsible for any claims made by you after the return of the Vehicle. 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 spare parts and CM will not provide refunds due to delays in obtaining parts for repairs.

14. MINIMUM DAY RENTALS: The minimum rental period for all CM vehicles is 10 days.
15. Short Gap bookings become available at all depots occasionally in different seasons. We advertise these on our website.
16. ONE WAY RENTALS: There is a one way pick up or drop off fee of \$250.00 for all pick up and drop offs at Airlie Beach, Townsville and Adelaide. A \$150 fee applies to all pick ups and drop offs to our Gold Coast office. There is no extra charge for One-Way rentals from or to our other depots.
17. MULTIPLE RENTALS: May be combined to qualify THE HIRER for the longer-term rental rates. i.e.: One 12-day rental plus one 10-day rental qualifies for the 22-day rate. The time period between rentals must not exceed one calendar month.
18. RENTAL TIME EXTENSIONS: Rental time extensions or drop-off location changes are at the discretion of CM Management and rely entirely on future demand and availability. Any

request for an extension MUST be communicated as soon as practicable and possible and must be approved with Head Office.

19. **DROPPING OFF AT A DIFFERENT DEPOT.** Unauthorised drop-off to a depot other than that contracted for (as stated on the rental agreement) will result in a fee being charged to the renter of AU\$750.00 in addition to the daily rate.
20. **EARLY DROP-OFF:** There will be no refund for early termination of a rental or Hire Agreement for any reason. There is no refund available for the unused portion of the rental should the vehicle be returned earlier than contractually agreed on the rental agreement signed by the renter.
21. **WRONG DROP OFF LOCATION.** If a vehicle is left at any place other than our depots, pick-up fees will be charged at AU\$75.00 per hour for the retrieval of the vehicle.
22. **WHEN BOOKING.** Please check the Campervan you have booked on our website. The website will show you the client, all the details of the Campervan; including the manufacturer, the make, the model, the year model range, and the inclusions. We do not accept that you did not know what you booked.
23. **VEHICLE MODEL AND SIZE.** All CM vehicles are advertised openly and honestly on our website with an accurate description of age, size and carrying capacity of the vehicle. All vehicles are supplied in direct relationship to models booked by the hirer, any cancellation or refusal to take the vehicle that was booked is classed as a cancellation on the day of pickup and will not be entitled to a refund under any circumstance.
24. **ON PICK UP,** an inspection of the vehicle will be conducted by the hirer and staff prior to the vehicle being released for rental. The inspection will cover external panel and windscreen; internals of the campervan; and inventory supplied. You will fill out the condition report with the CM representative, showing any dent or damage to the vehicle. The cleanliness of the vehicle you will check to make sure it is to our industry level.
25. **CONDITION REPORT:** Once the condition report is signed the Hirer agrees that they have received the vehicle in satisfactory condition and no refunds will be provided for issues with the condition of the vehicle from this point forward.
26. **INSECT INFESTATION:** CM is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes. No refunds will be provided for any infestations mentioned above or that could have occurred during the rental period.
27. **CANCELLATIONS:** Cancellation fees apply as follows:
  - If cancelled over 30 days prior to pick-up date: PAID BOOKING DEPOSIT PLUS AU\$200
  - If cancelled within 7-29 days of pick-up date: Booking deposit plus 50% of the balance
  - If cancelled 1-6 days prior to pick-up date: Booking deposit plus 75% of the balance
  - If cancelled on the day of pick-up or no show: No refund available, full rental fee will be charged.

24. **VEHICLE SUBSTITUTIONS:** CM reserves the right to upgrade to a higher rated vehicle at no extra cost. 25. **DAILY HIRE CONDITIONS:** CM calculates the hire of a vehicle on a per calendar day basis (within depot hours) i.e. irrespective of the time of collection or return within those hours. When calculating the number of days a vehicle is rented the day of pick-up is counted as the first day of the rental. The day of drop-off is counted as the final rental day. 26. **WHERE THE HIRER WILL RETURN THE VEHICLE:** THE HIRER will return the vehicle to the CM location set out on the Rental Agreement. THE HIRER understands that there will be an extra charge of AU\$750.00 if THE HIRER returns the vehicle to a different location. This is non-negotiable. 27. **DRIVERS:** A current motor vehicle driver's licence is required from all drivers and must be produced in person on pick-up. 28. **UNAUTHORISED AND PROHIBITED USE:** The following persons must not drive the Vehicle a. Any person who is not identified on the Rental Agreement b. Any person whose blood alcohol concentration exceeds the lawful percentage. c. Any person whose driver's licence has been cancelled or suspended. d. Any person who is under the influence of legal or illicit drugs. e. Any person who holds a learner's permit or a probationary license. All insurance cover will be void if any of the above terms are breached. 29. **DRIVERS AGE:** The minimum age for drivers is 19 years. There is no maximum age as long as all drivers have an open class driver's license. (No provisional or learner permits) 30. **CREDIT CARD TRANSACTIONS:** We accept MasterCard, Visa Card, American Express and EFTPOS. All transactions will be processed in Australian Dollars. 31. A surcharge of 2% (Visa and MasterCard) and 5% (American Express) will be charged on all credit card transactions. 32. **FINANCIAL OBLIGATIONS:** By entering into the Rental Agreement, THE HIRER authorises and

agrees that CM will charge THE HIRERS credit card (provided by the HIRER) with a security bond and /or deposit. A purchase will be processed through the Eftpos terminal at CM and will be held for the duration of the rental plus 2 weeks. This will be used for all administration costs in relation to traffic infringements or charges incurred by the Hirer. The bond will not be used to pay for the infringements. This is the responsibility of the Hirer. Some traffic violations issued by the Government traffic authorities take three to four months to be issued.

- The Hirer will pay on demand any balance of the following charges:-
- All Rental charges as specified on the Rental Agreement.
- All charges incurred by CM in respect of parking fines, exceeding the speed limit or any other traffic violations during the period of the rental. (The HIRER'S credit card will be charged an AU \$70.00 administration fee per fine whenever CM becomes aware of such violations, the fine itself will remain THE HIRER'S responsibility to pay).

33. The HIRER will be responsible for all costs for the following events (these events are not covered under insurance):-

- The renter is totally responsible for all loss of or damage to the motor vehicle (including loss of use) cost of the vehicle, legal expenses, towing and recovery charges in addition to the daily rate plus any costs incurred by CM . For vehicles dropped off at the incorrect depot. The HIRER will be responsible for the costs of relocating the vehicle to the correct depot for the next rental, lost revenue for days the vehicle is late due to relocation times and any accommodation costs related to customers waiting for the vehicle to be delivered:

i. The vehicle is totally or partially immersed in water regardless of the cause. ii. The vehicle is driven on unsealed roads, gravel roads, beaches or tracks. iii. Driver is charged with Drink Drive. iv. Dropping off at the wrong Depot. v. The interior of the vehicle is damaged (regardless of cause). vi. Any undercarriage damage regardless of the cause. vii. The renter is totally responsible for all loss of, or damage to the motor vehicle (including loss of use) cost of the vehicle, legal expenses, towing and recovery charges in addition to the daily rate plus any costs incurred by CM . viii. Hirer will be responsible for the costs of relocating the vehicle to the correct depot for the next rental, lost revenue for days the vehicle is late due to relocation times and any accommodation costs related to customers waiting for the vehicle to be delivered, this charge is equal to \$750.00 ix. The replacement cost of any additional items rented or supplied with the vehicle whether listed on the inventory or not in the event of loss or damage to these items. A complete inventory is provided at the start of the rental, please check all items are there and if there is anything missing please make the depot staff aware of this immediately to avoid unnecessary charges. On return of the vehicle the staff will do a complete inventory check of items when cleaning the camper and any missing or damaged items will be charged to the hirer's credit card or deducted from your bond. x. The vehicle is damaged by driving it under or into an object lower than the height of the vehicle. Please be careful when parking under trees or when entering a building that the height available is higher than the height of the campervan or motor home. In addition to the above, the hirer is also responsible for the daily rate, plus any costs incurred by CM due to lost revenue for the total amount of days the vehicle is late due to relocation times, or due to damage incurred by the hirer, resulting in the vehicle being late back to the depot nominated on the contract. The hirer will also be responsible for any accommodation costs incurred by customers which result from the vehicle being late. Any damage to our vehicle found on check in will be assessed, and charged to the client's security deposit held by CM . Vehicle Check in is the time the vehicle is inspected in business hours by CM . The Hirer is still responsible for any damage done to the vehicle until CM staff collect and inspect the vehicle during business hours. 34. If THE HIRER is unable to provide a credit card to use for the security deposit, THE HIRER must complete a 'Cash Deposit Application' form PRIOR to the collection date. The form is available from CM head office or via download from the CM website. 35. WRITING AND CALCULATION ERRORS ON RENTAL AGREEMENT: The charges as set out herein are not final. Should a written and/or a calculation error occur, THE HIRER authorises CM to charge their credit card for any shortage, or in case of overpayment, receive payment from CM . 36. TAXES and Government charges, financial charges as well as the 10% GST are included in our rental rates. 37. GAS: The gas bottle supplied to the client is not full on delivery of the Campervan. The client takes it not full and brings it back not full. THE HIRER will fill it as and when he requires it. The gas bottle is not full at check out. 38. GAS BOTTLE: The gas bottle is not to be used in conjunction with any

appliances (eg. Lamps, BBQs etc) not provided by CM . THE HIRER is responsible for any damage to CM 's property caused by incorrect usage of the gas bottle and gas fittings. 39. FUEL: The fuel (Unleaded Petrol) tanks are to be refilled by THE HIRER as and when required. CM will not be held responsible for any representation as to fuel economy for individual vehicles. Fuel economy is dependent upon a number of varying factors, including how the vehicle is driven, weather conditions and the maintenance of correct tyre pressures. The fuel tank is not full at check out and must be returned at the same level as marked on the condition report. If the fuel is at a lower level the hirer will be charged for the refill a current fuel price. If you run out of fuel and request roadside assistance you will be liable for the call out fee, and the extra kilometres for the call out plus the fuel you require. 40. CM 'S LIABILITY: CM will not be liable to THE HIRER for any loss, damage or inconvenience caused by delayed delivery of the vehicle, or by the vehicle not being as described in an Agent's brochure, or by the vehicle not being suitable for THE HIRER's purposes. The photos on our website are taken by the staff of CM and are updated yearly. CM will not be liable for any loss or inconvenience from change in drop-off location caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, etc, nor for any personal injury or damage to THE HIRER's property caused thereby. 41. TYRE/WINDSCREEN DAMAGE: THE HIRER's insurance policy has an AU\$500.00 excess (19, 20 and 21 year old drivers an extra \$2000.00 bond is required). Tyre damage, flat tyres or spiked tyres are at the cost of the hirer. Average tyre prices in Australia are AU\$190.00, so please take care of the vehicle's tyres. The renter will be responsible for tyre damage and windscreen damage up to \$500.00 unless tyre and windscreen cover has been purchased. 42. AGENT NON PAYMENT: In the case of non-payment to CM of payments made by THE HIRER to an AGENT, THE HIRER hereby agrees to make full payment for the gross amount of the rental prior to the pick-up of the vehicle. 43. MAXIMUM NUMBER OF PASSENGERS: THE HIRER agrees that the vehicle rented may only be used to carry the maximum number of passengers as shown on the Rental Agreement or as dictated by licensing authorities. CM will not accept any liability if these Terms are breached. 44. VALUABLES: CM assumes no liability for valuables left in or stolen from the vehicle. Please do not leave valuables in the vehicle because of possible theft. In major cities it is advisable to leave the vehicle in a Caravan Park and take public transport to the city. Please note: Insurance on personal property is THE HIRER's responsibility. 45. TRANSFERS: Transfers to and from CM are not included in the rental price. It is the responsibility of THE HIRER to arrange transport to and from CM depots. 46. TOLL ROADS: The Hirer is responsible for payment off all toll infringements that are incurred during the rental period, any unpaid toll fee's that are sent to CM will incur a \$70.00aud administration charge per infringement. 47. CLEANING FEE ON RETURN OF VEHICLE: The vehicle will be delivered in a clean condition to THE HIRER, who agrees to forfeit a cleaning fee of AU\$150.00 (inside) & AU\$75 (outside) should the vehicle not be returned to CM in the same clean condition.

1. All toilet waste must be removed from the vehicle prior to return. Should the vehicle be returned with the toilet waste not emptied and cleaned there will be a AU\$150.00 fee charged to the hirer. This fee is entirely at the discretion of the check in depot.

48. ANIMALS & PETS: CM does not allow the carriage of pets or any animals in their vehicles whilst on rental. Carriage of pets or animals will render the contract void, and the rental bond will be retained and used for cleaning and fumigating the vehicle. 49. RENTAL REFUSAL: CM reserves the right to refuse any rental, or the continuation of any rental at its discretion. 50. REPAIRS

1. CM 's vehicles are always fully maintained and serviced. However, we recognise that occasional breakdowns and small problems will occur. Minor repairs to mechanical items and oil consumption up to AU\$50 will be reimbursed against receipts on completion of the rental. CM has a 24/7 agreement on breakdown with all the Major Roadside Service Organisations
2. Should serious problems be encountered, THE HIRER must inform CM at the first possible opportunity, and follow CM S instructions.
3. Downtime. In all cases the responsibility of CM is limited to refunding for the downtime that the vehicle is actually in a repair shop and the time lost though not being able to drive the vehicle.
4. Accommodation. No alternative accommodation or food items will be paid for during such down time. However the client has the right to choose between CM refunding for lost time, and CM paying the accommodation (to a maximum of \$80) and the cost of food to the equivalent of the day rate lost because of the repairs being carried out.
5. Malfunction of Radio/Cassette players, Microwave, Stove or Grill, Air-conditioning Units, Refrigerator, Water Pump, house battery are not considered mechanical breakdowns, and

downtime will not be paid for these items, refunds will not be provided as the main portion of the vehicle is still usable, but repairs will be carried out when possible.

6. **FLAT BATTERY:** Should roadside assist be requested by the client due to flat batteries, and it is detected that the cause was due to the fault of the client, the client will be responsible for the \$75.00 call out fee incurred by the RACQ. If the fault with the battery is due to mechanical problems, there will be no charge.
7. **Overhead damage.** If the roof of the vehicle is damaged due to THE HIRER driving into an area with insufficient clearance, THE HIRER is responsible for the full cost of the repair.
8. CM is not responsible for replacing or compensating THE HIRER for spoiled food caused by a fridge malfunction or meals purchased due to the lack of food storage.
9. CM is not responsible for damage to THE HIRER's property caused by water due to leaks.
10. **Towing and retrieval of damaged vehicles to the closest CM depot is covered.** In the event of an accident resulting in the vehicle being damaged sufficiently to require replacement, it is THE HIRER's responsibility to make their way to the closest CM depot that has a replacement campervan or Motor-home available. Any expenses incurred whilst travelling to the closest CM depot that has a replacement Campervan or Motor home available are THE HIRER's responsibility.
11. **Refund for lost time .**Any refund for on-road problems will be made at the time of the repair. The repair time will be calculated, and the downtime reimbursed at the time of delivery from the repairer. Down time will be calculated in hours, not days, and credited to THE HIRER's credit card immediately.
12. CM will not be held responsible for customers missing pre-organised tours due to vehicle repairs or breakdowns. CM will not reimburse any non-refundable deposits or other associated costs incurred by the HIRER as a result. **VEHICLE ABUSE.** In the advent of a vehicle motor being overheated and driven till the motor is broken, or the vehicle is damaged through driving on unsealed roads, or any damage caused to the vehicles caused by user error, CM has the right under its Terms and Conditions to terminate the rental agreement immediately and to finalise and cancel further use of the vehicle at the Renters expense. The towing expense and cartage of the vehicle to the nearest CM Depot will be to the Renters expense. No refund will be provided for lost time. Transport for the hirer will be at the hirer's expense and CM will not be required to assist in any way with arranging transport.

**MAINTENANCE & RESPONSIBILITY:** Joint Hirer's and all drivers are jointly and severally responsible under the Rental Agreement. THE HIRER will be held fully responsible for engine damage if the radiator cap is not properly replaced and sealed after checking fluid levels and/or the warning buzzer or dash lights indicating problems for overheating is ignored. It is THE HIRER's responsibility to check and maintain all fluid and fuel levels and to immediately rectify and/or report to Head Office if heavy usage of oil or coolant is occurring or any defect of which THE HIRER becomes aware. It is THE HIRER's duty to check the fluid levels every three days to ensure fluid levels are correct. Please check fluid levels while the motor is cold early in the mornings. 51. CM, on presentation of receipts, will reimburse refills of all fluids except petrol and diesel. THE HIRER shall drive the vehicle in a careful and cautious manner and will not do or allow to be done anything to harm the vehicle. THE HIRER shall not use the vehicle for anything other than its intended purpose, or allow use of the vehicle to carry passengers or goods for hire. THE HIRER shall not allow the vehicle to be used to carry volatile liquids, corrosive or flammable materials or explosives. The hirer will not place any signage of any kind on the vehicle to advertise or alter the outside appearance of the vehicle. 52. **ROAD RESTRICTIONS:** CM's vehicles are not allowed to travel on unsealed (dirt or gravel) roads, or beaches. Travel on these roads voids all damage protection cover. THE HIRER will be totally liable for all damage caused by travelling on unsealed (dirt or gravel) roads. The full cost of the damage to all parties concerned may be deducted from THE HIRER. If in the opinion of CM a vehicle is found to have travelled on unsealed (dirt or gravel) road the bond/deposit will be retained until the vehicle is fully inspected and checked for damage. If no damage has occurred the bond will be returned to THE HIRER, less the cost of inspection. Inspection labour cost is \$70.00 per hour. Any costs related to repairs or towing of the vehicles on unsealed roads are fully at the expense of the HIRER. CM does not provide any on road assistance or repairs where the vehicle is on unsealed roads, this is the HIRER'S responsibility entirely to arrange their own assistance on unsealed roads. 53. **LIVING EQUIPMENT:** Living equipment, as detailed in the line drawings, is included in the vehicle. THE HIRER will be charged for any missing or damaged items. 54. **TRAVELLING WITH CHILDREN.** CM will take no responsibility for incorrect vehicles booked for carrying children and any refusal to take the vehicle that was booked is classed as a cancellation on the day of pickup and will

not be entitled to a refund under any circumstance. CM staff will endeavour to provide the correct advice on the information given by the hirer prior to booking but will take no responsibility for hirers booking the wrong vehicle or restraints for their needs. CM staff are not legally permitted to and will not provide any assistance in fitting or selecting child restraints for vehicles or any fines accumulated for children travelling in incorrect child restraints, this is entirely the responsibility of the hirer. 55. TRAVELLING WITH CHILDREN. Please note Child restraint point does not increase the carrying capacity it is one of the existing seats.

1. Paradise 5 & Paradise S/T Campervans have five safety belts with two child restraints. In the cab there is two lap sash and one lap belt with restraint bar for child. In the back two lap sash belts, with two child restraint fittings.
2. Juliette 3 has 3 safety Belts Forward facing in the cab. No child restraint fitted 2 lap sash and 1 lap belt in the centre.
3. Juliette 5 has 3 safety Belts Forward facing in the cab. 2 facing. 1 child restraint included in the cab.
4. Family five has five safety belts 3 forward facing. 2 side facing. 1 child restraint included in the cab.
5. Jade has 3 forward facing lap sash seat belts and 1 lap seat belt in the cab. With 1 child restraint bar fitted.
6. Jesse 5 has five safety belts 3 forward facing. 2 side facing. 1 child restraint included in the cab.
7. Jesse has 3 forward facing lap sash seat belts and 1 lap seat belt in the cab. With 1 child restraint bar fitted.

56. EXTRAS: An outdoor table can be rented at AU\$20.00 per rental. Outdoor chairs can be rented at AU\$10.00 per chair/rental. Extras must be booked in advance. Outdoor chairs can be rented at \$10.00 per chair per rental. GPS can be rented at \$90.00 per rental. (Please note that there is a \$200.00 bond applicable to GPS hire) 57. SINGLE VEHICLE ACCIDENT: A vehicle being involved in a 'Single Vehicle accident' will incur upon THE HIRER additional liability of AU\$250.00. i.e. if a client runs into a Kangaroo or a cow or a parked car, or an awning of a building etc. these are examples of a single vehicle accidents 58. INSURANCE EXCESS Campervan: An Insurance excess/Security credit card deposit of AU\$500.00 (19, 20 and 21 year old drivers extra \$2000.00) will be taken at the point of pick-up. This payment will be held as a bond for all accidents and for damage and administration charges for traffic violations.

1. For security purposes, only a credit card can be used to provide a security deposit. The credit card holder must be present and able to sign for the security deposit upon vehicle collection. The credit card holder is jointly and severally liable for any damage to the rental vehicle.

59. Bond/Security Deposit Return. The Security deposit is fully refundable when the vehicle is returned to the correct location on time, and all other terms of the Rental Contract have been complied with. If there is 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. However, if the terms of the Rental Contract are breached and the security deposit is insufficient to cover the damage any extra cost will be charged. If the vehicle is returned with any damage, or has been involved in an accident, whether the fault of THE HIRER or not, the excess/security deposit will be retained by CM until the full cost of the damage is determined, or the claim has been settled by the Third Party's Insurance Company. The excess/security deposit will then be returned to THE HIRER in full if it is determined that there is no liability to the third party under Australian Motor Vehicle Laws and/or with Australian litigation. Third Party claims can take months to resolve. CM cannot force the destiny of claims, it is up to our Insurance Company and the Third Party, be they insured or not. 60. Excess/Security deposit returns (Single Vehicle Accident). Single Vehicle accidents are defined as any damage that is done to the vehicle when no other vehicle is involved (ie. Animal collisions), or when the accident is with another vehicle, but THE HIRER cannot provide CM with the driver's license, name or the registration number of the other vehicle. Examples of single vehicle accidents include such things as running into trees, guideposts or animals, whether intentionally or not, whilst travelling forward or reversing. Collision with animals are considered to be a single vehicle accident, as too is overturning the vehicle, or any other damage done to the vehicle for any reason when no other vehicle is directly involved (ie. Collision with an awning). A single vehicle accident carries an additional AU\$250.00 excess to be

charged against THE HIRER's credit card at the time of the accident 61. 19 to 21 year old extra Insurance excess of \$2000. If any driver aged 19 to 21 (during the rental period) will be driving the vehicle, the rental is subject to a security deposit of \$2500. All other clauses in our Terms and Conditions apply as normal. **Bond/Security Deposit Return**. The Security is fully refundable when the vehicle is returned to the correct location. The bond will be returned to your credit card two weeks after the completion of your rental, and all other terms of the Rental Contract have been complied with. If there is 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. 62. OVERHEAD DAMAGE on Campervans is not covered under our Insurance. 63. DAMAGE COVER: In the event of an accident, personal injury is covered through Registration 3rd Party Insurance. All vehicles are fully insured for own their damage and 3rd Party Property Damage, but THE HIRER is responsible for the Insurance Excess. 64. CONTRACTUAL RIGHTS: By signing the Rental Agreement contract, THE HIRER accepts that the Terms and Conditions make this an Australian contract and that THE HIRER will be bound by the Australian State Law in which State this Agreement is contracted. This contract overrides any other contract form or contract taken in any other country. Any changes made to this contract may only be in writing and signed by THE HIRER and an authorized agent of CM . CM makes no express or implied warranty in relation to this Agreement. 65. AGE AND LICENCE RESTRICTIONS. CM cannot rent to drivers under 19 years old or anyone with a restricted drivers license of any sort (open class car licenses only) for insurance reasons. 66. KEYS: THE HIRER will be responsible for the cost of replacing keys which are lost or broken, or for the retrieval of keys locked in a vehicle. Cost of a locksmith travelling to the vehicle will be at THE HIRERs' expense. 67. PAYMENT IN AUSTRALIA All payments to be paid in Australia will be in Australian Dollars (AU\$) only. Personal Traveler's cheques will be accepted. No foreign currency will be accepted. 68. DISCLAIMER: All illustrations, line drawings and text in any of our brochures or advertising material, including our website, are a representation only of the vehicles depicted. Variances in any vehicle or its equipment offered for rental may occur due to modifications and/or upgrades. 69. EXCHANGE RATE/CURRENCY FLUCTUATION All credit card transactions are conducted in Australian Dollars (AU\$). Due to exchange rate fluctuations there could be some variation in the amount initially debited against the credit card and the amount refunded when the vehicle is returned. CM accepts no liability for these variations, up or down. 70. 24 HOUR road side assistance. If THE HIRER flattens the battery by leaving lights on, THE HIRER is responsible for the cost of the call out. You will be charged a fee 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. 71. ACCIDENTS: In the event of the vehicle being involved in an accident (either single or two or more vehicles involved) where damage is done to either CM 's vehicle, any other vehicle involved in the accident or any person injured, the hirer or co hirers must contact CM within a maximum of 24 hours of the accident occurring. A CM insurance form supplied by CM must be filled in completely and accurately, with detailed diagrams, descriptions of the accident, complete details from all parties involved in the accident, signed and dated and forwarded to CM immediately. If the above terms and conditions are not adhered to all insurance will be cancelled and the full amount of all repair costs and damages including lost revenue or medical expenses, refunds due to lost time for future customers and accommodation fees required will be forwarded to the Hirer. **THE HIRER MUST ENDEAVOUR TO DRIVE RESPONSIBLY & SAFELY AT ALL TIMES.**

#### **RELOCATIONS:**

- a. Minimum age for relocation drivers is twenty two years of age.
- b. A security Bond of \$2000 authorisation will be held for all Relocations
- c. An Administration charge of \$70.00 will be charged on all relocations
- d. All Relocation Campervans are cleaned and detailed and packed with all linen and cooking utensils prior to your pick up the Campervan
- e. If the Campervan is returned dirty you will be charged a \$75.00 cleaning fee

- The majority of accidents are caused by driving at night or:
- Driving too quickly
- Driving on the wrong side of the road.
- Turning across oncoming traffic.
- Driving while fatigued, tired or sleepy.
- Animals running across the road.
- Reversing without due caution.

- Driving whilst intoxicated.
- Driving at night.
- The driver becoming distracted by something on the side of the road.

IF PROPER CAUTION AND DUE CARE IS EXERCISED BY THE DRIVER, THE MAJORITY OF THESE ACCIDENTS CAN BE AVOIDED.