

14. Areas of Use

14.1 Totally Prohibited areas 2WD vehicles:

- (i) Central West Australia bounded by the Great Northern, Eyre and Stuart Highways.
- (ii) Central Eastern Australia bounded by the Stuart, Barrier, Mitchell, Landsborough & Barkley Highways.
- (iii) Cape York & North of Cooktown, the Carpentaria Coast and Arnhem Land bounded by the Barkley & Stuart Highways.
- (iv) The Savannah Way.
- (v) The Bloomfield Track.
- (vi) The Kimberleys – including the Gibb River Road - bounded by the Great Northern Highway.
- (vii) Jim Jim Falls and Twin Falls in Kakadu National Park. Cape Leveque, the Bungle Bungles and the Lost City in Litchfield National Park.
- (viii) Any beach, sand or island (This includes Moreton Island and Fraser Island).

14.2 Totally Prohibited areas 4WD / AWD vehicles include:

- (i) Central Western Australia bounded by the Great Northern, Eyre and Stuart Highways.
- (ii) Central Eastern Australia bounded by the Stuart, Barrier, Mitchell, Landsborough & Barkley Highways.

(iii) The Carpentaria Coast and Arnhem Land bounded by the Barkley & Stuart Highways.

(iv) Fraser Island & Moreton Island.

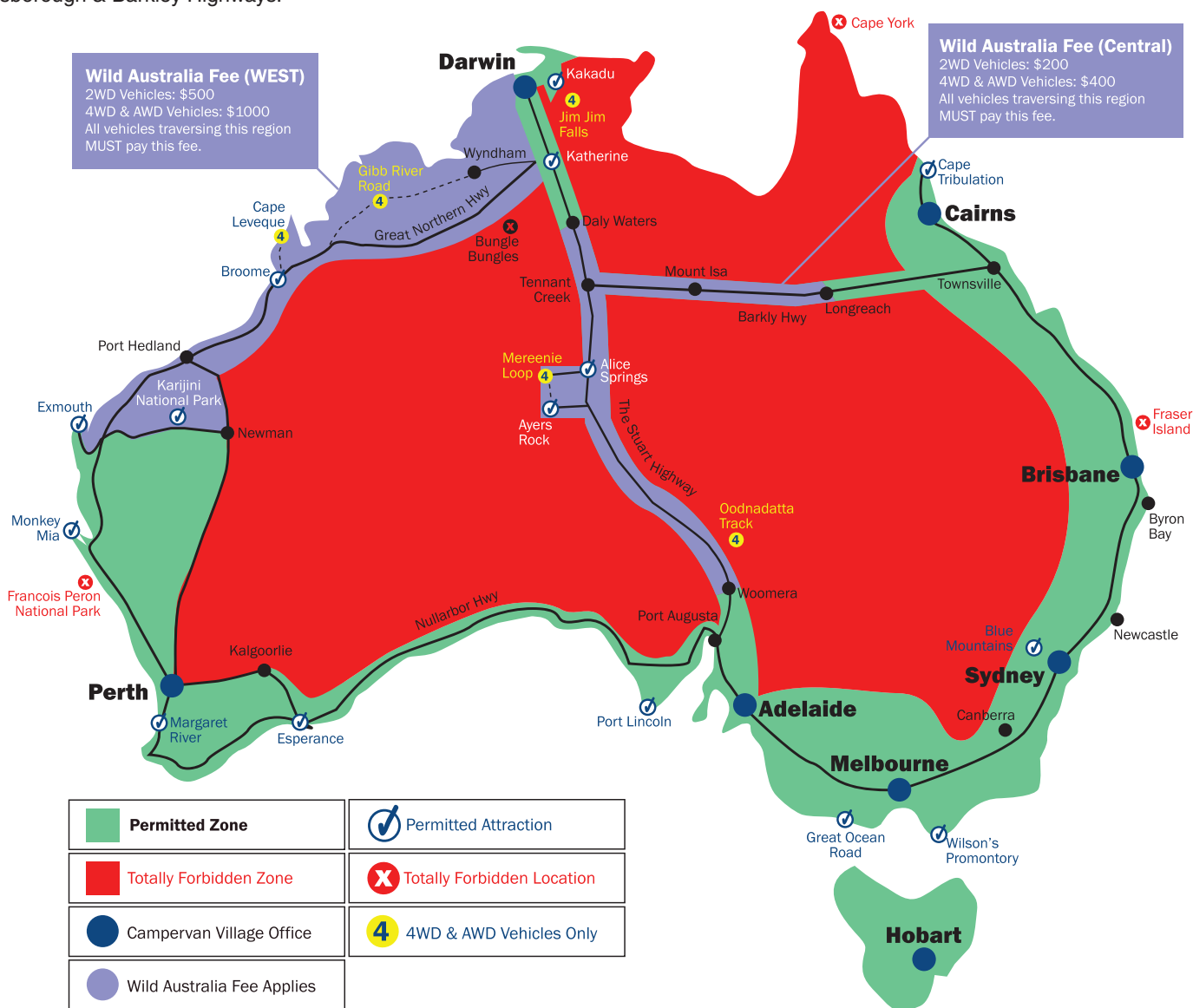
(v) The Savannah Way.

14.2.1 4WD / AWD Access Roads:

4WD Vehicles are permitted on unsealed roads excluding the prohibited areas. Certain areas have been designated as special 4WD / AWD zones. These areas are seasonal and are prohibited unless authorised by Campervan Village in writing. They are:

- (a) Cape Leveque, Bungle Bungles & The Gibb River Road or part of (Kimberleys Fee), WA.
- (b) Coastal Route to Cooktown (Bloomfield Track).
- (c) Kings Canyon Loop, NT.
- (d) Oodnadatta Track, SA.
- (e) Karijini National Park.
- (f) Cape York, QLD (All areas north of Cooktown).
- (g) Francois Peron National Park, WA.

14.3 Wild Australia Fees: As per the diagram below, a Wild Australia Fee will apply to all hires traversing through areas deemed to be 'Remote'.



Please Note: Unsealed Roads are completely forbidden in 2WD Vehicles. Sand & Beach driving is forbidden for all 2WD & 4WD Vehicles at all times. Penalties Apply for any hirer who breaches the Terms & Conditions of this Agreement.

15. Minimum Hire Fees

Minimum Hire Periods apply to bookings made before 15 March 2019 and are subject to confirmation at time of booking & may change according to date of pickup. Other charges may apply and will be advised at the time of booking. All fees and charges are subject to change without notice at any time.

15.1 Short Hire Fees: Any approved hires made before 15 March 2019, less than minimum requirement will attract a short hire fee.

16. Maintenance & Responsibility

It is the hirers responsibility to maintain oil and water levels, by checking and maintaining. It is advisable to do this at every fuel top-up. Failure to maintain appropriate fluid levels may result in engine damage, and will constitute a breach of your obligations under the Vehicle Rental Agreement.

Any problems associated with the vehicle, including equipment failure, must be reported to Roadside Assistance (+61 417 740 308) immediately, in order to give our staff time to rectify the problem during the rental period. Campervan Village will always try to rectify the problem within 24 hours of being notified.

The provision of Roadside Assistance is a gratuitous service we provide to our customers. Its availability does not release you from any of your obligations under the Vehicle Rental Agreement. If the vehicle is found to be faulty, the hirer is obliged to inform Campervan Village Roadside Assistance (+61 417 740 308) immediately. Any claims lodged after the hire is completed will be disregarded unless just cause is provided.

16.1 Minor Accessory Malfunctions: Malfunctions of stereo systems, interior lights, air-conditioning, sink water pumps etc., are not considered mechanical breakdowns and downtime will not be paid.

16.2 Towing and retrieval of damaged vehicles: Unless indemnified by the Terms & Conditions of Liability Reduction Cover as outlined in Article 13 of this document & the Vehicle Rental Agreement, all recovery and towing costs are to be borne by the hirer.

16.3 Packages: All packages purchased come with a complimentary GPS. In the event that this item is malfunctioning or cannot be provided, no refund will be given.

17. Currency Variations

All rental transactions are in Australian dollars. If the need should arise for a refund, it will be applied in Australian dollars. Campervan Village accepts no responsibility for exchange rate fluctuations, positive or negative.

18. Number of People

Campervan Village can carry up to 5 people depending on the

number of seatbelts fitted in the van. The vehicle is not suitable or licensed to carry passengers in the rear whilst moving without a fitted seatbelt. People registered with signatures on the rental agreement are the only permitted drivers. No animals or pets are permitted in Campervan Village vans.

18.1 Children: Campervan Village does not permit child restraints or baby seats to be fitted in any of its vehicles except the Compact Camper & AWD / 4WD Vehicles (these vehicles have anchor points for restraints).

19. Repairs & Breakdowns

All Campervan Village have Roadside Assistance Membership, giving you the peace of mind of roadside assistance. Please note that hirers will be liable for callout fees in the following scenarios:

- (i) Locked keys in the vehicle (human error)
- (ii) Flat Battery (human error)
- (iii) Tyre Change/s (human error)
- (iv) Use outside of contracted area of use, or damage caused by negligence

Excess Towing charges and recovery fees may also apply, this includes costs incurred transporting hirers and passengers. Recovery from unsealed roads will be at the hirers' expense.

19.1 Payment of Repairs: All repairs to vehicles MUST be authorised by Campervan Village. Costs are to be at the customers' expense. Campervan Village may reimburse these costs after the completion of the hire if:

- (i) The repairs are authorised by Campervan Village Management in writing
- (ii) The repairs are the result of vehicle fault through fair wear and tear and not the result of hirer misuse or negligence
- (iii) If appropriate receipts are obtained from repairer and emailed to: info@campervanvillage.com

Campervan Village will not reimburse repair costs for malfunctioning accessories (this includes items such as gas cookers, interior lights, A/C, Stereo systems, 12V Chargers, Sink Water Pumps etc).

20. Breach of Duty Fees

Under the Terms and Conditions of every hire, the hire is responsible for the welfare of the vehicle. As such, Campervan Village reserves the right to charge Breach of Duty Fees if it deems these Terms and Conditions have been breached:

20.1 Late Dropoff Fee: Late Dropoff Fees Apply (this applies to hirers who fail to return their van by closing time at the designated dropoff depot).

- \$100 Fee Applies for dropoffs anytime after 16:00pm on the contracted due date of return

- \$150 Fee + Applicable Daily Rate Applies for vehicles returned after 8am on the day following the contracted period of hire. \$150 Fee + Applicable Daily Rate will apply to every day following the contracted period hire unless Campervan Village is otherwise notified.

If hirer is going to be late or wants to request an extension of hire then it is advised that they advise our call centre on 1800 121 421 as soon as possible to avoid application of these fees.

20.2 Cleaning Fee: \$200 Cleaning Fee (\$400 for AWD / 4WD Vehicles) will be deducted from hirer Bond or charged to nominated credit card (this will apply only to hirers who return their vehicle untidy). Campervan Village reserves the right to request a \$200 Pre-Authorisation (\$400 for AWD / 4WD) from a valid credit card at pickup. If the vehicle is returned clean internally & externally, this amount will be unfrozen in the hirers account.

20.3 Unsealed Road Fee & Recovery Costs: A \$250 Unsealed Road Fee + Any Damage and Recovery Charges. Campervan Village reserves the right to charge hirers a breach of Duty fee of \$250 if it discovers evidence that a 2WD vehicle has been driven on unsealed roads without prior authorisation.

20.4 Unauthorised Roads Fee: All hirers traversing roads other than those specified on the hirers Vehicle Rental Agreement will be subject to a \$1500 Fee plus all costs that may be associated with damage and/or recovery of the vehicle.

21. Smoking

Smoking is not permitted in any Campervan Village vehicles. Penalties apply.

22. Limit of Liability

Subject to the terms of the Vehicle Rental Agreement, we will refund all moneys renters have paid if we are unable to supply a Campervan Village vehicle at the commencement of the hire period, and we will refund the balance of all hire fees referable to the remainder of any hire period in the event that any Campervan Village vehicle hired to a renter suffers a mechanical failure rendering it unable to be driven or otherwise unsafe, provided always that any inability to supply or mechanical failure has not been caused or contributed to in any way by the renter. This is the full extent of our liability to you, and you agree to release and indemnify us in respect of any and all claims or causes of action you might otherwise have against us.

22.1 Important: The renter is fully and personally liable for any loss or damage caused to a Campervan Village vehicle or to third-party property (including consequential loss or damage) if the terms of the Vehicle Rental Agreement and any of the aforementioned policies and articles are breached in anyway. You should read the Vehicle Rental Agreement for full details of what constitutes a breach. Without limiting the terms of the Vehicle Rental Agreement, a breach will arise if:

1. Damage to the vehicle is caused by careless, wilful or reckless driving as per Article 13.
2. You drive under the influence of alcohol or drugs as per Article 13.

3. You drive on roads deemed restricted or prohibited by Campervan Village.

4. The vehicle is immersed in water or damaged by saltwater.

5. The vehicle sustains overhead or underbody damage.

Campervan Village strongly cautions against standing or otherwise occupying the roof of a vehicle while in motion. Campervan Village is not liable for damage to persons or property that may result from such activities

All bookings are accepted subject to availability and subject to our right to refuse any rental in our sole and unfettered discretion.

23. Damage and/or Loss to Personal Belongings

Campervan Village accepts no liability or responsibility for damage to or loss of personal belongings left in the vehicle.

24. Unforeseen Events

If you have purchased Liability B and your vehicle is unavailable overnight due to being held in a mechanical repair shop, you will be refunded for that nights hire. For all out of pocket expenses, we recommend you take the highest level of travel insurance.

25. Night time driving

Night time driving is not advisable on the highways - and is strictly forbidden in the outback, due to the high number of wildlife and people falling asleep while driving. Hirers will be liable for all costs of repair and recovery under Article 13.

26. Do not swerve for animals

If an animal runs out in front of you, apply the brakes, but do not swerve. If you hit the animal you may sustain damage. If you swerve, you will roll and definitely cause damage. You may even sustain serious personal injury. The hirer will be financially responsible for any damage sustained by incidents involving animals.