

# Conditions for Campervan & Motorhome Rental (Australia) Valid 1 April 2010 to 31 March 2011

### Summary of Rental Conditions

This document contains a brief summary of our rental conditions. The full details of our rental contract do apply. Rates quoted are in Australian dollars.

### Rental Charges

Rentals are charged per calendar day.

### Early Bird Discount

An Early Bird discount of 5% off the daily rental rate will apply to rentals that commence 180 days after the date of booking. This discount does not apply to the Inclusive component. The Early Bird discount can be combined with long term discounts.

# Long Term Discounts

21-34 days – 8% off above rates 35-49 days - 15% off above rates 50+ days – 17.5% off above rates

- These discounts do not apply to the Inclusive component
- Multiple rentals are eligible for the long-term discount
- There are no further long-term discounts available on Flex Rates

### Inclusive Rates

Add \$60 per day. The maximum amount payable per rental segment for an Inclusive Rate is \$3,000 – i.e. 50 days rental.

The Inclusive Rate includes: VIP Cover, Unlimited Kilometres, One Way Rental Fee, 10% GST, 3% Administration Fee/Taxes, Personal Kits, Kitchen Kit, LP Gas Refill Fee, Apollo Welcome Pack, Pre-Hire Cleaning Fees, Vehicle Consultation Fee, 24hr Roadside Assistance, Extra Driver Fees, Camp Chairs and Table, Maps and Camp Ground Guides and Baby or Booster Seats (on request).

The Inclusive Rate does not include the Broome Surcharge.

#### **Branches**

Apollo has motorhome branches in Adelaide, Alice Springs, Brisbane, Broome, Cairns, Darwin, Hobart, Melbourne, Perth and Sydney. During the period of 1 December 2010 to 31 March 2011 the Alice Springs branch is closed on Sundays and the Broome and Darwin branches are closed on Saturdays and Sundays. During the period 1 May 2010 to 31 August 2010 the Hobart branch is closed on Saturdays and Sundays. All branches will be closed Christmas Day, New Years Day and Good Friday. Otherwise branches are open seven days a week, 8am to 4:30pm.

#### **Transfer**

Vehicles must be collected and returned to our branches (not airports). Transfers to and from the Apollo depot are not included in the rental price. It is the renter's responsibility to get to and from the branch.

#### <u>Kilometres</u>

Rates include unlimited kilometres.

Administration Fees / Taxes

Our rates include 10% GST.

A charge of 3% of the total cost will be levied to cover administration fees, state government taxes, vehicle registration recovery, duties and associated costs.

### Apollo Motorhome Holidays Pty Ltd ABN 81 051 584 153

**Head Office** 

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# <u>Credit Cards</u>

We only accept Visa, MasterCard, American Express and Diners Club. Visa and MasterCard will incur an additional 2% surcharge on any transaction. American Express and Diners Club will incur an additional 4.5% surcharge on any transaction.

#### Exchange Rate / Currency Variations

All credit card transactions are conducted in Australian dollars. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. We do not accept any liability for variances up or down. Refunds by credit card can take up to 15 working days depending on the renter's Financial Institution.

#### Rental Duration

The minimum rental for all vehicles is seven days.

A 10 day minimum rental period applies during the period of 15 December 2010 to 5 January 2011. During the Bathurst and Phillip Island Races a 10 day minimum rental period applies from East Coast Branch locations.

Minimum rental periods are subject to change during other peak periods.

#### <u>One Way Rentals</u>

One way rentals are available subject to the minimum rental periods in the table below. A one way rental fee of \$250 is charged for rentals 20 days or less per segment.

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#### Driver's Licence and Minimum Age

A current and full motor vehicle driver's licence is required. If the driver's licence is not in the English language then an international driver's licence is also required. An accredited English translation will be accepted in lieu of an international driving permit. The driver's licence must have been held for at least two years and be valid for the whole length of the rental. The original driver's licence must be shown at time of pick-up when the driver is present.

Drivers must be 21 years of age or over. For drivers 75 years of age or over, a current medical certificate stating that the customer is fit to drive for the duration of the hire is required upon vehicle collection.

#### General Equipment

Each vehicle is supplied with complimentary general equipment (such as pegs and clothes line, dustpan/brush, fire extinguisher, bucket/hose and broom.

#### Kitchen and Personal Kits

Each vehicle is supplied with complimentary living equipment (such as bedding, cooking equipment, eating utensils, bath and tea towels.)

#### Maps and Campground Guides

Each vehicle is supplied with a complimentary Road Atlas and campground guides.

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### Vehicle Consultation

On pick up of the vehicle our staff will provide a complimentary vehicle consultation. This includes an explanation of all the interior and exterior features of the vehicle as well as driving tips.

### Apollo Welcome Pack

Each vehicle is supplied with a complimentary Apollo Pack for the first night. The pack contains, matches, mini shampoo and conditioner, dishwashing liquid, sponge, soap, salt and pepper, coffee, tea and sugar sachets.

### L.P. Gas Refill Service Fee

The gas bottle(s) is supplied full. A service fee is payable on pick up of the vehicle: \$25 – Hitop Campervan/Euro Tourer/Adventure Camper \$35 – 3, 4 and 6 Berth Motorhomes

The gas bottle can be returned empty to Apollo at the completion of the rental. The fee applies for each part of a multiple rental.

#### Additional Products:

- Camp Chairs \$15 each per rental
- Camp Table \$20 per rental
- GPS \$10 per day up to a maximum of \$90 per hire
- Heater/Fan \$15 per rental
- Baby Seats Baby seats (must be pre-booked) suitable for children 6 months to 3 years of age can be fitted to the Motorhome Range. Cost is \$20 per rental. Baby seats cannot be fitted in the Hitop Campervan, Euro Tourer and Adventure Camper vehicles.
- Booster Seats A booster seat (must be pre-booked) suitable for a child between 3 and 8 years of age can be supplied for the Motorhome Range. Cost is \$20 each per rental. Booster seats cannot be fitted in the Hitop Campervan, Euro Tourer and Adventure Camper vehicles.
- Satellite Phone \$20 per day plus call charges
- First Aid Kits A First Aid kit is supplied in every vehicle. If the seal is broken or the kit is not returned the kit becomes the property of the renter and a \$50 fee is charged when the vehicle is returned.

#### Multiple Rentals

Consecutive rentals can be combined to qualify for a long-term discount rate. Rentals in the United States of America, Australia and New Zealand can be combined to obtain a long-term discount rate, providing travel is within a 3 month period. If drop off of a vehicle and pick up of a new vehicle occurs on the same day then a day each will be charged per respective vehicle. Multiple rentals are treated as separate rentals under the one way fee and minimum rental period conditions.

#### **Broome Rentals**

An additional charge of \$750 applies to all rentals picking up or dropping off in Broome. This is in addition to the one way fee if applicable. Only the Hitop Campervan and 4wd Adventure Camper are available to be rented to and from the Broome branch.

#### Hobart Rentals

The 4wd Adventure Camper cannot be rented to or from the Hobart branch.

#### Ferry Reservations

Ferry reservations can be difficult to manage during high season. We recommend that a reservation is made for a 7.3m vehicle on the ferry, irrespective as to the size of the motorhome reserved, to avoid complications due to possible upgrades.

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# Travel Restrictions

Two Wheel Drive Vehicles can only be driven on sealed/bitumen roads or well maintained access roads less than 500 metres long to recognised campgrounds.

Four Wheel Drive Vehicles can also be driven on recognized unsealed tracks but may only travel to the following remote areas with the express written permission of Apollo: Any Islands, Tasmania, Simpson Desert, Cape York (North of Daintree River), Oodnadatta Track, Birdsville Track, Tanami Track, Gibb River Road, Kalumburu Road, Warburton Road, Strzelecki Track, Cape Leveque, Bungle Bungles, the Plenty Highway, Burke Development Road from Chillagoe to Normanton and Savannah Way from Normanton to Borroloola, Finke Road, Central Arnhem Road, Arnnhem Land in general and any other remote area.

Vehicles are NOT permitted to travel on the Canning Stock Route, The Lost City in Litchfield Park, Gunbarrel Highway, the Old Telegraph Road section of the road to Cape York, Boggy Hole (Finke Gorge National Park), the Old South Road from Maryvale to Finkea and the last 2 kilometres of the Lennard River Gorge Road, at any time.

Vehicles are NOT permitted to travel to Cape York between the months of December to May. At all other times permission is required.

Apollo 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 rental period.

#### Change of Drop Off Destination

If the renter wishes to change the drop off destination after the rental has commenced, they first must obtain authorisation from the Apollo Head Office. Subject to the change being approved, a minimum additional charge of \$700 will apply.

#### Rental Extension

If the customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Apollo Reservations who will advise of the additional costs. Rental extension is subject to fleet availability. The extra cost (Gross Rate) of an extended rental must be paid by credit card over the telephone or at an Apollo Branch immediately on confirmation of the rental extension.

Failure to obtain authorisation will result in the renter being charged double the daily gross rental rate.

#### **Repairs**

Although we run late model vehicles, it may happen that small repairs are required. Repairs up to \$100 may be affected without authorisation and will be reimbursed unless the damage is caused by the renter. For amounts over \$100, Apollo will need to be informed in advance. All vehicles are enrolled in the Australian Automobile Association and 24hr emergency roadside assistance is available.

#### Infringements and Administration Fees

Apollo reserves the right to charge the renter for any speeding, toll way or parking fines not reported on return of the vehicle. In addition to these costs, Apollo reserves the right to charge for associated administration costs for processing the fines (irrespective of excess). An administration fee of \$75 per fine will be applicable.

### Change Of Vehicle

Should the vehicle booked be unavailable through unforeseen circumstances, we reserve the right to substitute an alternative vehicle without prior notification and at no extra cost. This shall not constitute a breach of contract and does not entitle the renter to a refund.

### Vehicle Category

Vehicles cannot be requested by make or model, only by vehicle category.

### Voluntary Downgrade

Should the renter decide to take a lesser vehicle than booked within 14 days of pick up or during the rental then they will not be entitled to any refund.

#### Limit of Liability

In the event of no alternative vehicle being available to the renter our liability is limited to a refund of the hire charge or in the case of mechanical failure (unless caused by the renter) the remainder of the hire period.

### Important

We reserve the right to refuse any rental at our discretion.

### <u>Animals</u>

No animals are permitted in our vehicles, excluding guide dogs.

### <u>Smoking</u>

Smoking is not allowed in our vehicles.

#### Cancellation Fees

If cancelled 25+ days prior to pick up and 7 days or more after the booking date - \$250 cancellation fee. If cancelled 7 to 24 days prior to pick up - 20% of Net Rental (minimum \$250) If cancelled less than 7 days prior to pick up - 50% of Net Rental (minimum \$250) If cancelled on the day of pick up or no show - 100% of Net Rental

There is no refund for late pick up or early return of vehicle.

#### **Booking Amendments**

If you wish to make any changes to your booking the booking will be calculated by using either the original flex rate or the flex rate that is valid at the time of the booking change, depending on whichever rate is higher. There are no exceptions to this rule. The following situations are classified as booking alterations:

- Change of date for vehicle pick-up or drop-off
- Change of location (depot) for vehicle pick-up or drop-off
- Change of vehicle category
- Name change

If you decide to extend your rental duration (changing the drop-off date) by 2 days the same flex rate is used that applied on the day when you made your original booking. If you extend by 3 days or more, the booking change rule applies as outlined above.

If an amendment is made to the rental dates within 14 days of collection, no refund will be made if the length of hire is shortened (that is; the rental will be charged at the number of days originally booked). A relocation fee may apply if the collection or return location is amended within 14 days of vehicle pick up or if notification occurs during the hire.

#### Travel Insurance

We strongly recommend that renters ensure they take out the highest level of Travel Insurance.

PROTECTION PACKAGE

#### Personal Injury

The Vehicle has third party insurance cover. It is likely that any other vehicle involved in an accident also has third party insurance cover. Depending on the circumstances of the accident, the renter may be entitled to claim for their personal injury against the third party insurance of the party responsible for the accident. The extent of such third party insurance varies in different

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States and Territories and Apollo strongly recommends that all passengers take out their own Personal Injury Travel Insurance.

If the renter is responsible for the accident the Vehicle's third party insurance should cover the renter for the liability except where the renter has committed a breach of the Vehicle's third party insurance, e.g. drink driving.

### Property Damage

The Vehicle is insured for damage to it or damage to the property of a third party. However the renter is responsible up to the amount of the applicable Liability for the cost of such damage to third party property, or to the rented Vehicle. The renter is also responsible for the cost of demurrage for the period the Vehicle is unavailable due to repairs. The Liability applies in respect of each claim, not per rental. In addition to the Liability an administration fee of \$75 will be charged per claim.

The Liability is applicable regardless of who is at fault and must be paid at the time the accident is reported to Apollo, not at the completion of the rental Period. Apollo reserves the right to charge the renter for any vehicle damage including Third Party property damage not reported on return of the vehicle.

### Standard Liability

Apollo's rental charge includes a Standard Liability of \$7,500.

A Bond of \$7,500 will be collected at the time of entering into the Rental Contract. Payment of this Bond is only accepted by credit card. The \$7,500 will be debited to the credit card account immediately. An administration fee equal to the merchant surcharge applies.

The Standard Liability can be reduced by purchasing one of the following Reduction Options:

### Reduction Option 1

A Liability of \$2,500 applies. This Option can be purchased by paying to Apollo \$25 per day. The maximum amount payable for this Option per rental is \$1,250 – i.e. 50 days rental.

A Bond of \$2,500 will be collected at the time of entering into the Rental Contract. Payment of this Bond is only accepted by credit card. The \$2,500 will be debited to the credit card account immediately. An administration fee equal to the merchant surcharge applies.

#### Reduction Option 2 (VIP Cover)

A \$0 (zero) Liability applies. This Option can be purchased by paying to Apollo \$42 per day. The maximum amount payable for this Option per rental is \$2,100 – i.e. 50 days rental.

Under this option one windscreen and two tyres will be covered for accidental damage. Should these amounts be exceeded the cost to repair or replace the items will not be covered and will be the responsibility of the renter.

A Bond of \$250 will be collected at the time of entering into the Rental Contract. This Bond is payable to Apollo by an open signed credit card imprint with an authorisation obtained (sufficient funds must be available) for \$250.

#### <u>Bond</u>

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

The Bond is fully refundable when the vehicle is returned to the correct location on time, is full of fuel 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 Bond is insufficient to cover the damage then any extra cost will be charged.



# <u>Full Responsibility</u>

At all times the renter is responsible for:

- Damage caused where the terms of Rental Contract have been breached.
- Damage caused by negligence.
- Damage caused to the Vehicle in any way by part or total water submersion or salt water.
- Damage caused due to a single vehicle roll over.
- Damage caused to the Vehicle by the renter's wilful conduct.
- Damage caused to the Vehicle when using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.
- Damage or loss caused to any personal belongings.
- Damage caused due to use of incorrect or contaminated fuel.
- Damage to the awning.
- Damage to the overhead or underbody of the Vehicle except where VIP Cover has been purchased.

### Rates/Terms/Conditions

Are subject to change without notice.

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