



Apollo Motorhome Holidays Ltd Co.No.AK-122 8890

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New Zealand

Rental Vehicle Agreement Part B Effective 01 April 2010 / Terms & Conditions Version 1

1. Welcome

Thank you for choosing Apollo Motorhome Holidays (Apollo) for your vehicle rental requirements. We are very proud of our product and our reputation. We have built our business on providing the best possible experience for our customers. Your safety and security are our greatest concerns, so to assist in your holiday being a wonderful experience, it is important for you to carefully read and understand the following information.

2. Agreement

This is an Agreement between You ('You' includes any additional renters identified in **Rental Vehicle Agreement Part A**) on the one part and Apollo on the other part, to rent the Vehicle identified in **Rental Vehicle Agreement Part A** including all its accessories, tools, tyres and equipment as well as any replacement vehicle.

This Agreement (including any addendum or memorandum) shall be read and construed in its entirety and shall constitute the entire agreement between Apollo and You and shall supersede all other provisions, terms, warranties or conditions contained in any other agreement, brochure, advertising material or representation. This Agreement shall be governed in accordance with the laws of New Zealand. Any actions, claims, demands or suits arising out of or in respect of this Agreement must be brought in the courts of Auckland, New Zealand.

3. Refusal of Rental

Apollo reserves the right to refuse any rental, or continuation of any rental, at its absolute discretion.

4. Vehicle Condition and Return

(a) You acknowledge the Vehicle was delivered to You by Apollo in good operating condition and with the seal of the odometer unbroken. You agree to return the Vehicle in the same condition (except for ordinary wear and tear) together with all tools, tyres, accessories and equipment to the location specified in **Rental Vehicle Agreement Part A** (the 'Nominated Location') on the date there specified or sooner, if demanded by Apollo.

(b) You acknowledge that the Vehicle is the sole property of Apollo and that at the time of receipt of the Vehicle by You it was in good running condition and fit for the purpose for which it was required and You ascertained this on your own inspection of the Vehicle and not as a result of any statement or representation made by Apollo, its employees or agents.

(c) You acknowledge that the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the **Vehicle Condition Report**. It is essential that all existing damage is noted on the **Vehicle Condition Report**. Any damage which has not been noted on the **Vehicle Condition Report** will constitute damage which has occurred subsequent to the commencement of this Agreement and You shall be charged for that damage.

(d) Apollo in its absolute discretion may take possession of the Vehicle without prior demand to You and at your expense, if there has been a breach of any term of this Agreement or if the Vehicle is illegally parked, used in violation of the law or is apparently abandoned. In such circumstances Apollo, its employees or agents may enter on any property where the Vehicle is situated and You will indemnify Apollo, its employees and agents from claims by any person resulting from such entry and retaking of the Vehicle.

(e) If the seal of the odometer is broken or otherwise tampered with, You will be responsible for not only an extra charge based on 500 Kilometres per day at 50c per kilometre, but also for any costs of repairing or replacing the odometer. Additionally, the person/s responsible will be reported to the police.

(f) If You fail to return the Vehicle to the Nominated Location or return the Vehicle to a different location than the Nominated Location, You will be charged for all costs associated with transporting or towing the Vehicle to the Nominated Location unless otherwise agreed by Apollo in writing.

(g) If You return the Vehicle to the Nominated Location and it is not open for business at the time You return the Vehicle, the Vehicle will be deemed to have been returned at the time when that Nominated Location next opens for business and the rental shall continue until that time, unless other arrangements have been agreed to in writing by Apollo.

Note: Apollo must be notified and it must agree to any extension of the rental period beyond that specified in **Rental Vehicle Agreement Part A** prior to the return date for the Vehicle otherwise the Vehicle will be immediately reported to the police as stolen.

5. Unauthorised and Prohibited Use

Persons who must not drive the Vehicle:

- (a) A person who is not identified in **Rental Vehicle Agreement Part A**.
- (b) A person who is not licensed for that class of Vehicle.
- (c) A person whose blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle.
- (d) A person who is driving the Vehicle whilst under the influence of a drug.
- (e) A person who has given or for whom You have given a false name, age, address or driver's licence details.
- (f) A person whose driver's licence has been cancelled, endorsed or suspended within the last three years.
- (g) A person who has held a full open driver's licence for less than two years.
- (h) A person under 21 years of age. A medical certificate (no more than two weeks old) is required for drivers over 75 years and must state the driver is fit to drive the vehicle booked for the duration of the rental period.
- (i) A person who uses or intends to use the Vehicle for any illegal purpose.

Circumstances where the Vehicle must not be used:

- (a) Any area outside the Area of Travel shown in **Rental Vehicle Agreement Part A**.
- (b) Any unsealed roads or off road conditions unless authorised by Apollo in writing.
- (c) Carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials.
- (d) Pushing or towing any Vehicle, trailer, boat or other object unless Apollo has authorised such use in writing.
- (e) Carrying any greater load and/or more persons and/or for a purpose for which the Vehicle is designed and constructed.

(f) Using the Vehicle for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities.

(g) Using the vehicle in a dangerous or negligent manner.

(h) Using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.

(i) Carrying any animal in the Vehicle, unless authorised in writing by Apollo.

6. Financial Obligations

Note: You and any additional renter/s and/or driver/s are jointly and severally responsible for compliance with the terms of this Agreement. By entering into this Agreement You and any joint renter/s and/or driver/s are responsible for and irrevocably authorise Apollo to debit the credit card/s provided (and You will pay Apollo, on demand, any balance) with the following charges:

(a) The rental charges specified in **Rental Vehicle Agreement Part A**.

(b) All charges claimed from Apollo in respect of parking and/or any other traffic violations incurred during the rental period or until such later time as the Vehicle is returned to Apollo. **An additional administration fee of \$75 per fine / infringement will apply (to cover the costs of processing).**

(c) All loss of or damage to the Vehicle, (including the loss of use of that Vehicle - 'demurrage') legal expenses, assessment fees, towing and recovery costs, consequential third party damage, storage and Apollo's service charges where:

(i) any term of this Agreement has been breached;

(ii) You have left the Vehicle unlocked or left the keys in the Vehicle;

(iii) You have not kept the keys secure and under your personal control;

(iv) the Vehicle is totally or partially immersed in any water regardless of cause;

(v) the interior of the Vehicle is damaged regardless of cause except when there is a collision with another Vehicle;

(vi) the tyres of the Vehicle are damaged other than by normal wear and tear;

(vii) You have failed to maintain all fluid and fuel levels of the Vehicle or failed to immediately rectify or report to Apollo any defect in the Vehicle of which You become or ought to have become aware;

(viii) the Vehicle is damaged by loading or unloading, normal wear and tear excepted;

(ix) the underbody or overhead of the Vehicle is damaged regardless of cause except where there is a collision with another Vehicle or where You have purchased **Liability Waiver** and it applies;

(x) Damage is caused to the awning of the Vehicle;

(xi) You have been deemed negligent in any action thereby resulting in damage to our vehicle, a third party or property.

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

Note: If You have paid by use of a credit card, or directed Apollo to bill the charges to some other person, corporation, firm or organisation who or which fails to make payment when due, You will immediately pay the full amount due to Apollo on demand.

You irrevocably agree and authorise Apollo to use the credit card/s provided for payment of any amount due under this Vehicle Rental Agreement even if a signed credit card voucher has been returned.

7. Cancellation Fees

As there is no refund for late pick up or early return of any vehicle, Apollo strongly recommends that you take out your own Personal Travel Insurance.

8. Change of Vehicle

Should the vehicle booked be unavailable through unforeseen circumstances, Apollo reserves 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. This will include but will not be limited to fuel costs, ferry costs and Diesel Recovery Taxes.

9. Voluntary Downgrade

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

10. Errors in Rental Charges

Total charges set out in this Agreement are not final. You agree to pay any shortfall in charges to Apollo.

11. Exchange Rate/Currency Fluctuations

You acknowledge that all transactions under this Agreement are conducted in New Zealand Dollars. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against your credit card and the amount refunded at the expiration of the Rental Period. You irrevocably agree to release Apollo from any liability for such variation. Depending on Your Financial Institution, refunds may take up to 15 working days to be transferred into Your account.

12. Conditional Upon Payment

Where applicable, You agree that this Agreement is conditional upon Apollo being paid by the Travel Agent or Travel Wholesaler who arranged this Agreement on your behalf. You agree that You will pay to Apollo, upon demand, any shortfall based on the standard gross rental rate for the rental period.

13. Travel Restrictions

(a) Two Wheel Drive Cars, Campervans and Motorhomes:-

i. can only be driven on sealed / bitumen made road surfaces. The only exception to this condition is the last remaining kilometres of loose road surface on any major ski field access roads and any campground access roads not exceeding 500 metres in length.

ii. cannot be driven on Skippers Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt.Cook), and North of Colville Township (Coromandel Peninsula).

iii. if any Two Wheel Drive Car, Campervan or Motorhome is driven on an unsealed road, the Damage Waiver Cover (as provided for in clause 29) is null and void which means that You will be responsible for all loss and/or damage. Further, You agree that Apollo is not responsible for any Vehicle faults or damage resulting from the Vehicle being driven on unsealed roads.

(b) Four Wheel Drive Vehicles:-

i. may be driven on unsealed roads on the sole condition that the roads driven on have been gazetted. Gazetted roads are roads that have been named in parliament and appear on official road maps and street directories. If uncertain check with Apollo before travelling on any unsealed roads.

ii. cannot be driven on Skippers Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt.Cook), and North of Colville Township (Coromandel Peninsula).

(c) If You travel to any area not permitted by Apollo under this Agreement You not only do so at your own risk, but You acknowledge that You have breached this Agreement. In the event of an accident or breakdown in an area not permitted by this Agreement You agree to pay all costs associated with the recovery of the Vehicle to Apollo's nearest depot. No replacement Vehicle will be provided.

(d) If the Vehicle is taken into an area not permitted by this Agreement or comes into contact with salt water, You will be fined \$ 2,000 by Apollo if this breach of Agreement is discovered by Apollo, even if no damage has occurred to the Vehicle. This fee will be added to any other fee or charge irrespective of which Reduction Option You may have elected to take under this Agreement.

(e) The Vehicle must not be totally or partially submerged in water or come into contact with salt water. If this occurs You will not be entitled to Damage Waiver Cover and You waive all refundable monies and agree to pay for all damage and recovery costs in respect of the Vehicle.

(f) Apollo reserves the right at its sole discretion to restrict vehicle movements in certain areas due to a number of reasons including but not limited to adverse road or weather conditions.

14. Every 500 kilometres

The oil, fluids and coolant levels must be checked by You every 500-kilometres. You must add water/coolant to the cooling system and an appropriate SAE rated oil for petrol or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum. You agree to maintain the Vehicle in these conditions and acknowledge that any mechanical damage occasioned as a result of your failure to maintain the Vehicle described by this clause will be paid by You.

15. Mechanical Breakdowns

Any mechanical problems associated with the Vehicle must be reported to Apollo Fleet Maintenance as soon as possible in order to give Apollo the opportunity to rectify the problem during the rental period. Equipment failure must also be reported to Apollo. If Apollo is either not contacted or You do not allow Apollo 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 Apollo is not responsible for any claims made by You after the return of the Vehicle.

Note: You agree to 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.

16. Repairs

Any repair up to \$100 needs no authorisation from Apollo and all that is necessary for full reimbursement to You from Apollo is a proper receipt for the amount of the repairs. If the repair is more than \$100 then You must notify Apollo and obtain Apollo's consent before the repairs are carried out.

If the Vehicle cannot be driven as a result of a breakdown, Apollo will only reimburse You for the time that the Vehicle was not available for use. Subject to availability, Apollo will provide a replacement vehicle. However, any cost incurred in you travelling to an Apollo depot is your responsibility. The failure of accessories such as airconditioners, awnings, televisions, microwaves, stove and grill, water pump, camping kit items, shower and toilet, refrigerators and radios/cassettes/CD/DVD/video players are not considered a breakdown and no amount will be paid by Apollo to You. Apollo is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Vehicle or as a result of any accident. You will not hold Apollo responsible for any insect infestation such as and not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.

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.

17. Tyres/Windcreens

Authorisation must be obtained before tyres or windcreens can be replaced. You are responsible for replacing damaged tyres (for example, but not limited to, blowouts, punctures, sidewall damage, tyre staking etc) unless caused by normal wear. Maintain pressures as per the Vehicle instruction manual. Only purchase new steel radial tyres of the same size and ply rating as is on the Vehicle. If You purchase tyres of a different size or ply Apollo will give no refund. You are responsible for replacing damaged windcreens. The Liability of the respective Reduction Option will still apply to tyre or windscreen replacement. Under Reduction Option 2 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.

18. Child Restraints

You acknowledge and agree that Apollo gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the vehicle and that you accept entire responsibility as to the fitting and suitability of any such restraints fitted.

19. Accidents

In the event of an accident You must:

- (1) record the Time/Date/Location
- (2) record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle.
- (3) record the name of their insurance company
- (4) not admit liability
- (5) notify the nearest police station within 24hours of the accident.
- (6) fully complete and sign the Accident Report Form (which is in the glove box of the Vehicle).
- (7) notify Apollo within 24 hours of the accident and fax through an accident report form.

In the event of an accident, the towing and retrieval of the Vehicle to the closest Apollo depot is at your expense up to the amount of your Liability unless the terms of this Agreement are breached in which event

it will be your total responsibility. In the event of an accident there is no refund for monies paid for the unused portion of the rental period. An administration fee of \$75 per accident file will apply (to cover the cost of processing).

20. General Provisions

- (a) Within 24 hours of an accident or loss involving the Vehicle You must notify Apollo.
- (b) Immediately upon receipt, You must provide Apollo with every summons, complaint or paper in relation to any accident or loss involving the Vehicle. Compliance with this sub-paragraph does not excuse You from reporting any accident or loss of the Vehicle to police.
- (c) You irrevocably release and hold harmless Apollo, its employees and agents, from all claims for loss or damage to your personal property, or that of any other persons property left in the Vehicle, or which is received, handled or stored by Apollo at any time before, during or after the rental period, whether due to the Apollo's negligence or otherwise.
- (d) Except as provided by law, You or passengers in the Vehicle shall not be deemed to be the agent, servant or employee of Apollo in any manner for any purpose whatsoever.
- (e) Apollo gives no express warranty in relation to the Vehicle. Certain conditions and warranties are implied by statute, which cannot be excluded, restricted or modified, such as those under the Fair Trading Act 1986, Sale of Goods Act 1908 and Consumer Guarantees Act 1993. Where Apollo is permitted to limit its liability under those statutes for breach of any implied condition or warranty, Apollo limits its liability to replacement, repair or re-supply of the Vehicle. All warranties, conditions and other obligations which may otherwise be implied are expressly excluded by this Agreement in their entirety. Apollo is not liable to You or any other person for any indirect, special, incidental or consequential damages relating to this Agreement. 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. In the event of an accident no refund will be given for the remaining unused rental days.
- (f) No right of Apollo under this Agreement can be waived except by writing of an authorised officer of Apollo.
- (g) A goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty surcharge, levy or fee ('charges') may be imposed by local, state or federal government pursuant to this Agreement and collected by Apollo. In that situation, Apollo may in addition to the rental charge, recover from You an additional amount on account of the charges. Any additional amount on account of the charges shall be calculated without any deduction or set-off of any other amount and is payable to Apollo upon demand.
- (h) You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs.
- (i) You acknowledge that Apollo has not in any way represented itself to You as an entity carrying on the business of insurance. In the circumstances set out in Clauses 29, 32, 33 and 34 You will receive the benefit of Apollo's insurance cover with its insurer.
- (j) You acknowledge that Apollo requires any information that appears on your driver's licence as well as telephone contact numbers and email addresses to formalise this Agreement. In doing so you also acknowledge that Apollo will take reasonable care to protect this information, however in the event of its misuse you will not hold Apollo or its servants liable for any resulting loss or losses.
- (k) Your vehicle may be fitted with a GPS based tracking device. This allows Apollo to automatically monitor vehicles movements and which assists to locate your position should you require assistance, the vehicle is stolen or being driven outside the defined areas noted in this agreement. By signing the RA you acknowledge and accept that Apollo has the ability to track and locate the vehicle during the period of hire.

21. Illustration Disclaimer

Apollo's brochures, web sites and other advertising material contain only representations of our Vehicles. Pictures, illustrations, descriptions and measurements of the vehicles may be different to the actual Vehicle offered to You due to modifications and/or upgrades. Apollo is not liable for any such variance.

22. Fuel

The Vehicle must be returned with the amount of fuel equal to that at the time of the commencement of the rental. If the Vehicle is returned with less fuel, the difference will be charged to You at a rate of \$5.00 per litre (which includes a service component).

23. Cleaning

The Vehicle must be returned in a reasonable state of cleanliness or You may be charged a cleaning fee up to \$500. If applicable the toilet and waste water tank must both be returned empty or a \$150 cleaning fee will be charged to You in respect to each tank. All vehicles must be completely free of mud. Smoking is not permitted in any of our vehicles or a cleaning & deodorising process will be necessary at a fee of up to \$300.

24. Returns

When open, Apollo's depot hours are 0800am to 1630pm (local time). The Vehicle must be returned at the Nominated Time and at the Nominated Location. If you wish to change the Nominated Drop Off Location or the Nominated Drop-Off Date after the rental has commenced, You first must obtain permission from the Apollo Head Office. Subject to the change of drop off location being approved, an additional minimum charge of \$700 will apply. If the Vehicle is returned at a different location without permission, the cost of transferring the Vehicle to the Nominated Location will be charged to you, plus a minimum fee of \$700. You will be responsible for the rental of the Vehicle until the Vehicle is recovered and transferred to the Nominated Location. You will also be responsible for any demurrage in respect of the Vehicle. If You return the Vehicle late without permission, You will be charged for the late return at a rate equivalent to double the daily standard gross rental charge, including Reduction Option charge. Early return of the Vehicle does not entitle You to a refund. Apollo recommends that you take out your own Personal Travel Insurance.

25. Rental Extensions

Should You wish to extend the rental whilst on hire, you must first obtain authorisation from Apollo Reservations. This is subject to availability. The extra cost 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. The additional days will be at the Gross Rate available at the time of the extension. Failure to obtain authorisation will result in You being charged double the daily gross rental rate.

26. Landslides/Flooding and Weather Conditions

Apollo does not accept any responsibility for road closures caused by landslides, flash floods and other acts of God. Whilst every effort is made to accommodate delays and non vehicle returns to contractual

locations any costs over and above the minimum \$700 fee, such as Relocation and Re-scheduling fees will be passed on to the hirer. Apollo again strongly recommends that you take out your own Personal Travel Insurance.

27. Kilometre Allowance

The Kilometre Allowance Per Day and Charge Per Excess Kilometre Fee is indicated on **Rental Vehicle Agreement Part A**. The applicable Excess Kilometre Fee is payable by You to Apollo on return of the vehicle.

28. Diesel Tax Recovery

The Diesel Tax Recovery Fee will be calculated and collected from you on return of the vehicle based on the kilometres travelled during the hire.

The fee per 100km is as follows:

| | |
|-------------|----------|
| Hitop: | Nil |
| 2 Berth ST: | NZ\$4.70 |
| 4 Berth: | NZ\$4.70 |
| 6 Berth: | NZ\$4.85 |

Apollo reserves the right to amend this fee pursuant to New Zealand changes in legislation and/or increases in the Diesel Tax Recovery Fee without prior notice.

29. Damage Waiver Cover

If You act within the terms of this Agreement You will receive the benefit of Apollo's insurance with its insurer in respect of damage to the Vehicle or third party damage other than any property owned by You (or any friend, relative, associate or passenger) or in your physical or legal control. This however is subject to:

- (a) your payment of the minimum damage or loss of use charge set out in **Rental Vehicle Agreement Part A**.
- (b) You not having caused any other person to have acted in a manner which is in contravention of this Agreement.
- (c) You not being covered under any policy of insurance.
- (d) You providing such information and assistance as may be requested and, if necessary, authorise Apollo's insurer to bring, defend or settle legal proceedings, but Apollo shall have sole conduct of the proceedings.

30. Personal Injury

The Vehicle has third party insurance cover. It is likely that any other vehicle involved in the accident also has third party insurance cover. Personal Injury in New Zealand is covered by the Accident Compensation Commission. Apollo strongly recommends that You take out your own Personal Injury Travel Insurance.

If You are responsible for the accident the Vehicle's third party insurance should cover You for your liability except where You have committed a breach of the Vehicle's third party insurance eg drink driving.

31. Property Damage

The Vehicle is insured for damage to it or damage to the property of a third party. However You are responsible up to the amount of the applicable **Liability** for the cost of such damage to third party property, or to the rented Vehicle. You are 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. A second bond will be required if continuing with the rental.

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.

Note: Personal belongings damaged, stolen or lost are Your responsibility. Apollo recommends that You do not leave items of value in the vehicle and that You take out Your own Personal Travel Insurance.

32. Liability (Campervans and Motorhomes)

Standard Liability

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

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

The Standard Liability can be reduced if You purchase one of the following Reduction Options:

Reduction Option 1

A Liability of \$2,500 applies. You can purchase this Option by paying to Apollo \$25 per day. This total liability option charge is limited to a maximum of 50 days or \$1,250.

With this Option a Bond of \$2,500 will be collected at the time 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

A Liability of \$0 (zero) applies. You can purchase this Option by paying to Apollo \$42 per day. This total liability option charge is limited to a maximum of 50 days or \$2,100.

With this Option 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.

33. Liability (Cars)

Standard Liability

Apollo's rental charge includes a Standard Liability of \$2000. A Bond of \$2000 will be taken from You at the time of entering into this Agreement. This Bond is payable to Apollo by an open credit card imprint with an authorisation obtained (sufficient funds must be available) for \$2000.

The Standard Liability can be reduced if you pay a further charge in respect of the following Reduction Option:

Reduction Option

A Liability of \$250 applies. You can purchase this option by paying to Apollo \$18 per day. This total liability option charge is limited to a maximum of 40 days or \$720.

With this Option 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.

34. Single Vehicle Accident Liability

If a single vehicle accident occurs on the loose surface on any major ski field access road an additional liability of \$5000 will apply. For the purpose of this Agreement a single vehicle accident is an accident which occurs when no other motor vehicle is involved or when You cannot provide Apollo with the full details of any other motor vehicles that were involved.

35. Bond

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.

36. Your Full Responsibility

At all times you will be responsible for:

- Damage caused to the Vehicle in any way by part or total water submersion be it in fresh or salt water.
- Damage caused to the Vehicle in circumstances where terms of this Agreement have been breached.
- Damage caused by negligence.
- Damage caused to the Vehicle by your wilful conduct eg sitting or standing on the bonnet or roof of the Vehicle.
- Damage caused whilst the Vehicle is being transported over water.
- Damage caused to the underbody and overhead of the Vehicle regardless of cause except where there is a collision with another Vehicle or where You have purchased **Liability Waiver** and it applies.
- Damage caused to or loss of any personal belongings.
- Damage caused by snow chains.
- Damage caused to awning.
- Damage caused by a single vehicle roll over.
- The recovery cost of the Vehicle if it is bogged.
- Any costs associated with the replacement of lost, damaged or stolen keys, or the cost of retrieving the Vehicle's keys if they have been locked inside the Vehicle.
- Any costs associated with using the wrong fuel type or using contaminated fuel.
- Any costs associated with water being put in the fuel tank.
- Any costs associated with fuel being put in the water tank.
- Any costs associated with the Vehicle running out of fuel.
- Any costs associated with losing the fuel, oil or water caps and items in the convenience and/or camping kits.
- Any costs associated with damage or accidents caused by falling asleep whilst driving.
- Damage caused by the awning.
- Damage caused by the overhead or underbody of the vehicle except where You have purchased **Liability Waiver** and it applies.

37. Privacy Notice

Apollo has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the *Privacy Act 1993*. Apollo collects personal information to offer, provide, manage and administer its services and products. Apollo discloses personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our customers. However, we limit the use and disclosure of any personal information provided by us to such third parties for the specific purpose for which it was supplied. Apollo will not release your personal information to anyone other than to which we have already identified. If you would like a copy of our Privacy Policy, or you wish to seek access to or correct the personal information we collect or disclose a value, please contact Apollo.

Rental Vehicle Agreement Number: _____

Vehicle Registration Number: _____

- (1) I have read and understood the above provisions and agree to be bound by them.
Ich habe die Vertragsbedingungen gelesen und akzeptiere an diese gebunden zu sein.
- (2) I have been shown over the Vehicle and all features have been demonstrated to me.
Das Mietfahrzeug wurde mir erklärt und ich wurde auf alle Funktionen hingewiesen.
- (3) I have checked over the vehicle and am satisfied that the vehicle is free of any insect infestation such as and not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.
Ich selber habe das Mietfahrzeug geprüft und erkläre hiermit, dass das Fahrzeug frei von Insekten oder anderem Ungeziefer wie z.B. Ameisen, Fliegen, Mücken, Kakerlaken, Läusen oder Wanzen ist.
- (4) I have checked over the Vehicle and its equipment and am satisfied with its cleanliness and condition. Ich selber habe das Mietfahrzeug geprüft und ich bin mit der Sauberkeit sowie mit der Ausrüstung zufrieden.
- (5) Any damage to the Vehicle has been marked on the Vehicle Condition Report.
Alle Schäden am Mietfahrzeug wurden im entsprechenden Übernahmeprotokoll vermerkt.
- (6) I am satisfied that the fuel tank is completely full and agree to return the fuel tank completely full.
Ich bestätige, dass der Tank bei Übernahme des Mietfahrzeuges voll ist und ich das Mietfahrzeug wieder vollgetankt zurückbringen werde.
- (7) I agree that I have checked the condition of the tyres, including the spare, and I am satisfied that they are in a roadworthy condition.
Ich bestätige hiermit, dass ich den Zustand aller Reifen, inklusive Reserverad, überprüft habe und ich bin überzeugt, dass diese verkehrssicher sind.

Date: _____

① Signed by Renter: _____

Name: _____

② Signed by Renter: _____

Name: _____

③ Signed by Renter: _____

Name: _____

④ Signed by Renter: _____

Name: _____

⑤ Signed by Renter: _____

Name: _____

⑥ Signed by Renter: _____

Name: _____

Branch Person: _____