1. Introduction

1. 1 Rental Contract

Your contract to hire a Vehicle from Adventure West 4X4 Rentals Pty Ltd (Rental Contract) consists of:

(a) the agreement (Rental Agreement) You have signed to hire the Vehicle from Us;
(b) the Booking Form displayed on screen at the time of placing the booking;
(c) the Vehicle Inspection Report as completed on collection of the Vehicle;
(d) the User Manual for the Vehicle;
(e) Our Privacy Policy;and these rental Terms and Conditions (Terms and Conditions).

1.2 Jurisdiction

The Rental Contract is governed by the laws of Western Australia and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

1.4 Electronic Signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

2. Who may drive the vehicles?

IMPORTANT NOTICE

A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 11 for further details.

2.1 Authorised Drivers

Only You or an Authorised Driver can drive the Vehicle. Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

2.2 Age Limits

There is a minimum and maximum age limit for those renting Our Vehicles. You and any Authorised Driver must be at least 25 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

2.3 Licence Requirements

(a) You and any Authorised Driver must also have a valid licence to drive the Vehicle which is:

2.3 Licence Requirements

(i) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);

(ii) appropriate for the class of the Vehicle; and

(iii) not subject to any restriction or condition.

(b) Learner drivers and provisional and probationary licence holders are not acceptable and

(c) Overseas driver licences

If You or an Authorised Driver holds a driver's licence issued outside Australia, You acknowledge that licensing laws and driving requirements may differ between Australian states and territories.

You are responsible for ensuring that You and each Authorised Driver comply with all applicable Australian licensing laws and requirements in every state or territory in which the Vehicle is driven. Depending on the issuing country and the relevant Australian jurisdiction, you may be required to carry an International Driving Permit, an approved English translation of the overseas licence, or both.

(d) Documents required at collection

At the time of collecting the Vehicle, You and each Authorised Driver must personally present:

(a) the original overseas driver's licence;

(b) any required International Driving Permit or approved English translation; and

(c) a valid passport if the driver's licence does not display a photograph.

The documents must remain available for inspection during the Rental Period.

This reflects the attached example, which requires the original overseas licence and any translation to be presented at collection, together with a passport where the licence does not contain a photograph

2.4 Cancelled and suspended licenses

The Vehicle **must not** be driven:

(a) whilst Your driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or
(b) if Your licence has been cancelled or suspended, within 2 years of the date of the Rental Agreement.

2.5 False Information The Vehicle must never be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

3. Prohibited Use

IMPORTANT NOTICE

A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 11 for further details.

3.1 The Vehicle must not be driven by You or any Authorised Driver

(a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
(b) recklessly or dangerously; or
(c) whilst the Vehicle is damaged or unsafe.

3.2 You and any Authorised Driver must not:

(a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
(b) Use the Vehicle:
I. for any illegal purpose;
II. to move dangerous, hazardous, biohazardous, infectious, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
III. to jumpstart or recover another vehicle;
IV. to propel or tow another vehicle or a trailer, except that towing is permitted only where:
- the Vehicle is a Ford Everest approved by Adventure West for towing;
- maximum (unbraked) towing is 750kg and
- maximum (braked) towing is 2,400kg
- the trailer has a maximum Aggregate Trailer Mass (ATM) not exceeding 2,400 kilograms;
- the trailer is roadworthy, properly registered, and fitted with compliant brakes where required by law;
- the trailer is correctly coupled using an approved tow hitch and safety chains;
- the towing arrangement complies with all manufacturer specifications, legal requirements, and Adventure West instructions; and
- prior written approval has been granted by Adventure West before commencement of the Rental Period;

V. to carry or transport illegal drugs or substances;
VI. in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
VII. in an unsafe or un-roadworthy condition; or

(c) use a mobile phone:

I. to make or receive a phone call, perform any audio function or as a navigational device, unless the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or

II. to send a text message, video message, email or similar communication unless the Vehicle is parked.

3.3 You and any Authorised Driver must not:

(a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
(b) modify the Vehicle in any way;
(c) sell, rent, lease or dispose of the Vehicle; or
(d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

3.4 You and any Authorised Driver must not use the Vehicle to carry:

(a) passengers for hire, fare or reward or for rideshare purposes
(b) more than the number of passengers for which the Vehicle is licenced; or
(c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

4. Prohibited Areas of Use

IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 11 for further details.

4.1 Approved Roads

The Vehicle must only be driven:

(a) on sealed roads, or
(b) on formed, gazetted, maintained unsealed roads in good condition;
(c) or Off Road only when:

I. Travel is necessary to access recognised or gazetted landmarks, national parks, recognised tourist attractions, or official camping areas;

II. You follow all tyre pressure, speed, and driving requirements in the User Manual;

III. You avoid water crossings deeper than hub height;

IV. and You comply with all seasonal travel restrictions in Clause 4.4

4.2 Beach Driving

Beach driving is prohibited unless:

I. It is expressly pre-approved in writing before departure:

II. The beach is a recognised gazetted driving area;

III. The vehicle is thoroughly washed (including underbody) within 12 hours of use:

IV. Saltwater contact is avoided at all times.

Failure to comply will result in all recovery, cleaning, and repair costs being charged to You.

4.3 Prohibited Terrain & Conditions

The Vehicle must never be driven:

I. On any unformed track, private station track, non-gazetted road without written approval:
II. Through or into any body of water, including rivers, creeks, tidal flats, or floodwaters:
III. On salt lakes, salt flats, or any area with soft boggy sand not designated as a driving area;
IV. In snow or ice conditions

4.4 Seasonal & Weather Restrictions

Travel on the following routes is prohibited during the Wet Season (typically **1 December – 31 March**, dates may vary with weather conditions):

I. Gibb River Road (WA)
II. Kalumburu Road (WA)
III. Cape Leveque Road (WA)
IV. Bungle Bungles (WA)
V. Any unsealed road in the Kimberley or Top End NT where flooding risk is present

We reserve the right to amend or extend these restrictions at short notice based on local conditions, road closures, or police/authority advice.

4.5 Special Permission Required

You must obtain written permission prior to travel to any of the following:

I. Islands off mainland Australia (including Kangaroo Island, Dirk Hartog etc)
II. Arnhem Land and Central Arnhem Road (NT)
III. Simpson Desert (NT, SA)
IV. Gunbarrel Highway (WA, NT)
V. Tanami Track (NT, WA)
VI. Oodnadatta Track (SA)
VII. Birdsville Track (SA)
VIII. Holland Track (WA)
IX. Warburton Road (WA)
X. Red Bluff Station access road (WA)
XI. Plenty Highway (NT)
XII. Finke Road (NT)
XIII. Bornholm Beach

Where permission is granted, conditions (e.g., minimum spares, satellite comms, convoy travel) apply as per Special Conditions Clause.

4.6 Recovery Costs

Regardless of Damage Cover, You are responsible for **all recovery, towing, and associated transport costs** if the Vehicle becomes bogged, stranded, or immobilised in:

I. Any prohibited area;
II. As a result of negligent driving; or
III. Where you have ignored road closure, weather, or safety warnings.

5. Your Obligations

IMPORTANT NOTICE

A breach of any of sub-clauses 5.6, 5.7, 5.8, 5.9 or 5.11 is a Major Breach of the Rental Contract. See clause 12 for further details.

5.1 Rental Charges

You **must** pay the estimated Rental Charges at the time of completing the Booking Form, using the fee payment method prompted by the Booking Form.

5.2 Start of the Rental

At the Start of the Rental and before collecting the Vehicle You must:

(a) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;
(b) present Your passport if You are not an Australian citizen;
(c) fully inspect the Vehicle at the Start of Rental to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Rental Agreement. If there is any discrepancy You must notify Us prior to leaving the Rental Depot; and
(d) pay the Security Bond, which will be taken as a pre-authorisation on Your credit card as a security for the performance of any of Your obligations and liabilities under the Rental Contract.
(e) You authorise Us to keep Your credit card on file and to debit that credit card in the event that the Security Bond is recoverable under these Terms and Conditions, including if:

I. amounts are due to Us under the Rental Contract, including toll road charges and refuelling costs;
II. the Vehicle has not been returned to the Rental Station at the date and time set in the Rental Agreement;
III. there is Damage (except for reasonable wear and tear) or Third Party Loss;\
IV. the exterior and interior of the Vehicle are not in a reasonable state of cleanliness; or
V. there has been a Major Breach of the Rental Contract

5.3 During Your rental

(a) You must:

I. only refuel the Vehicle with fuel of a type that meets the Vehicle's specifications as set out in the User Manual; and
II. maintain the engine and brake oils and coolant level and tyre pressures and check these no less than on a weekly basis or as otherwise set out in the User Manual; and

(b) You must not:

I. use the Vehicle for transporting any pets or animals, except assistance animals, unless specifically approved by Us;

II. smoke in the Vehicle and You must take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age; or

III. use the Vehicle to move infectious, biohazardous or biomedical waste, unless specifically approved by Us.

Additional cleaning, disinfection and deodorising charges will apply.

5.4 First Aid Kit

We may provide a first aid kit with the Vehicle. By signing the Rental Agreement You accept all risk and liability for use of this first aid kit and You indemnify Us for any injury, loss or Damage that may be suffered by You or any third party in connection with Your use of the first aid kit.

5.5 Seat belts and restraints

You must comply with all mandatory:

(a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and

(b) child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

5.6 Vehicle to be locked and keys kept in your possession

You and any Authorised Driver must make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device must be kept in Your possession, or that of any Authorised Driver, at all times and never left in the ignition when the Vehicle is unattended.

5.7 Reasonable care

You and any Authorised Driver must take reasonable care of the Vehicle by:

(a) preventing it from being damaged;

(b) making sure that it is protected from the weather;

(c) properly securing any goods, property or equipment carried in the Vehicle;

(d) maintaining the engine and brake oils and coolant level and tyre pressures;

(e) using the correct fuel type;

(f) and making sure it is not overloaded.

5.8 Notification of Vehicle fault

You must inform Us immediately if:

(a) a warning light or fault message appears;

(b) You see or become aware of low engine or brake oils, or engine coolant levels;

(c) or the Vehicle develops any fault during the Rental Period.

If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

5.9 Repair without authority prohibited

You **must not** let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.

5.10 Repair with authority

Where We have given You Our prior authority to repair the Vehicle You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

5.11 Staying with the Vehicle after an Accident

You must not leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

6. Rental Period, Costs and Charges

6.1 Your Rental

(a) Your rental of the Vehicle from Us is for the Rental Period and at the rate shown in the Rental Agreement.

(b) The Rental Charges set out in the Rental Agreement or the Booking Form are displayed as at the time of booking and are subject to change. Any sales or discounts advertised after the Start of the Rental do not apply retrospectively.

6.2 Extending the Rental Period

(a) We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You must notify Us no less than 24 hours prior to the expiration of the Rental Period.

(b) If You fail to notify Us at least 24 hours before the expiration of the Rental Period that You require an extension, and fail to return the Vehicle on the scheduled date and at the time shown in the Rental Agreement, We may:

I. terminate the Rental Contract;

II. and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.

6.3 Cancellation and 'No Show'

(a) Bookings may be cancelled or postponed by the Hirer giving not less than 90 day's notice in writing to the Company prior to the commencement of the Hire Period, in which case the Hirer shall be entitled to a full refund of any amounts already paid by the Hirer to the Company (including, but not limited to, the Deposit) less an administration fee of $110 (or such greater amount as is determined by the Company from time to time). Should the booking be postponed giving not less than 90 days notice, the hire rate will revert to the hire rate and any associated minimum hire period, fees and charges applicable for the hire period selected

(b) If the Hirer cancels a booking, either wholly or in part, but fails to give notice of such cancellation in accordance with clause 6.3 (a), the Company shall

apply a cancellation charge, calculated as a percentage of the total rental contract. The cancelation charge is applied in accordance with the following table:

Notice provided by you	Percentage of Hire Fees refunded
90+ Days	$110 Cancellation Fee
89 To 60 Days Prior To Pick Up	20% Of Total Booking Contract
59 To 29 Days Prior To Pick Up	50% Of Total Booking Contract
28 To 1 Day Prior To Pick Up	100% Of Total Booking Contract
Early Return	No Refund

(c) If the Hirer wishes to postpone a booking, but fails to give notice in accordance with clause 6.3, the Company shall not be obliged to refund the Deposit or any other amount paid by the Hirer under the Hire Agreement.

6.4 Tolls, Fines and Infringements

You and any Authorised Driver **must** pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority. An administrative fee of $75 applies if We are required to nominate You as the responsible driver if any toll, fine or infringement is unpaid.

6.5 Daily kilometre limit

Included in your hire is unlimited kilometres per day.

6.6 Return of the Vehicle

(a) You **must** return the Vehicle:

- to the Rental Station;
- on the date and by the time shown in the Rental Agreement;
- in a reasonable state of cleanliness;
- in the same mechanical condition it was in at the Start of the Rental, fair wear and tear excepted;
- and with a full tank of fuel.

(b) If You return the Vehicle:

- with less than a full tank of fuel a refuelling charge of $55 (including GST) plus the cost of the fuel, will apply;
- earlier than the date shown in the Rental Agreement there is no entitlement to a refund;

- more than one hour after the date and time set for its return in the Rental Agreement, We will charge You $25 per hour up to one full day's rental and a further full day's rental at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to Us; or
- at any time outside Our normal business hours You must pay for the daily Rental Charges and all Damage until the Rental Station next opens for business unless We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

6.7 Post rental inspection procedure

(a) We will take reasonable steps to conduct a post rental inspection in Your presence;
(b) If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within eight (8) business hours; and
(c) if Damage is detected, We will notify You as soon as it is reasonably practical to do so.

6.8 End of the Rental

At the End of the Rental You must pay:

(a) the balance of the Rental Charges;
(b) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
(c) any costs We incur, including:
    - refuelling costs; and
    - extra cleaning costs;
(d) for all Damage arising from a Major Breach of the Rental Contract
(e) Damage arising from a Single Vehicle Accident;
(f) for all Overhead Damage;
(g) for all Underbody Damage; and
(h) for any Damage caused by the immersion of the Vehicle in water.

6.9 Payment processing

(a) If any amount is due to Us or remains unpaid, including:
    - the Rental Charges; tolls;
    - speeding and traffic fines and infringements;
    - fines or charges imposed for parking;
    - extra cleaning costs refuelling costs;
    - or the Damage Excess
    - You authorise Us to process payment using an online payment partner (Online Payment Partner).
(b) In addition to these Terms and Conditions, Your hire of the Vehicle will be subject to the terms and the privacy policy of the Online Payment Partner, including any 'no refunds' or 'disputes' policies, available on the Online Payment Partner's website located at:
    - Stripe: https://stripe.com/en-au/ssa

(c) Unless otherwise indicated, amounts stated in a Booking Form do not include GST. In relation to any GST payable for a taxable supply by Us, You must pay the GST subject to Us providing a tax invoice.
(d) We reserve the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa or MasterCard),

6.10 Default in payment

If You default in the payment of any moneys owed to Us under the Rental Contract:
(a) You must pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
(b) We may engage a mercantile agent or debt collector and You must pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
(c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

7. Damage Cover

7.1 Damage Excess

(a) Standard Damage Cover is included in the Rental Charges.
(b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft or Third Party Loss but You must pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim unless:
    I. We agree You were not at fault;
    II. and the other party was insured and their insurance company accepts liability.

Basic Cover	Platinum Cover Plus (POPULAR)
5 Days Min	7 Days Min
$0 per Day	**$59 per Day**
Liability $5,000	Liability $500
Amount held as security bond (debited via credit card)	Amount held as security bond (debited via credit card)
✓ Bond Payable $5,000	✓ Bond Payable $500
✗ No Glass Coverage	✓ 1 x Windscreen Replacement
✗ No Tyre Coverage	✓ 2 x Tyre Replacements & ✓ 2 x Puncture Repairs
✗ No Recovery	✓ Recovery Coverage (towing) up to $4,500
✓ $110 admin fee per claim	✓ No admin fee per claim

7.2 Payment for Damage and Subsequent Assessment

You authorise Us to charge the applicable Damage Excess, repair costs or other amounts payable under these Terms and Conditions to Your nominated payment method or Security Bond following the return of the Vehicle, or earlier where permitted under these Terms and Conditions.

Any amount charged may be retained while We inspect the Vehicle, obtain repair estimates, assess the circumstances of the Damage and determine Your liability.

If, following Our assessment, We determine that the Damage was not caused by You or an Authorised Driver, and that You are not otherwise liable under these Terms and Conditions, We will refund the relevant amount charged to You.

Where the Damage was caused by another party, any refund will remain subject to the outcome of the relevant claim and, where applicable, the other party or their insurer accepting liability. We may request supporting information from You, including accident reports, photographs, witness details and insurance information.

This clause does not limit Your rights under the Australian Consumer Law.

7.3 When is the Damage Excess payable?

Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Damage Excess will be charged to Your credit card:

(a) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
(b) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and

(c) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to You as soon as practicable.

7.4 Claims Administration Fee

All Accident, attempted theft and theft claims will incur a claims administration fee of $110 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

8. Damage Cover Exclusions

8.1 No Damage Cover applies, and You are fully liable for;

(a) Damage or loss arising from:
- I. A Major Breach of the Rental Contract;
- II. Use of the Vehicle by an unauthorised or excluded driver;
- III. Travel in a prohibited area without permission; or
- IV. Failure to conduct daily pre-trip checks when in remote areas.

(b) Specific Damage Types:
- I. Underbody, suspension, or driveline damage caused by impact with road surfaces, rocks, or debris;
- II. Overhead damage;
- III. Immersion in water, saltwater, or mud;
- IV. Corrosion damage from salt or chemical exposure;
- V. Dust or sand ingress to mechanical, electrical, or interior components.

(c) Accessories & Camping Equipment:
- I. Damage, loss, or theft of rooftop tents, awnings, fridges, recovery gear, or kitchen equipment, except for fair wear and tear;
- II. Any loss or breakage of glassware, utensils, or loose items.

(d) Tyre damage, other than normal wear, unless covered under an optional tyre protection package.

8.2 Contamination and Misuse

You are liable for all costs related to:
- I. Contamination from incorrect fuel, fluids, or additives, even if detected before mechanical damage occurs;
- II. Loss of use while repairs are carried out;
- III. Recovery from bogged or immobilised conditions.

9. Accidents or Breakdowns

9.1 Vehicle

We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur. Twenty four hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Rental Period You **must**

contact Us on **+61 434 853 897** to arrange assistance. We will recover and repair the Vehicle as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.

9.2 We are not responsible for:

(a) a flat battery because the lights or entertainment system have been left on;
(b) tyre changing;
(c) lost keys or remote control device;
(d) or keys or remote control device locked in the Vehicle.

Extra charges will apply if any of these services are provided at Your request and You are responsible for and must pay for any Damage caused.

9.3 Subject to the Australian Consumer Law, We are not responsible for:

(a) flights You have missed;
(b) holiday plans that are disrupted;
(c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
(d) loss of enjoyment;
(e) or consequential or economic loss.

10. Accident and Theft Reporting

IMPORTANT NOTICE

A breach of any part of this clause 10 is a Major Breach of the Rental Contract. See clause 11 for further details.

10.1 Drivers

If You or an Authorised Driver has an Accident or if the Vehicle is stolen You must report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft report form.

10.2 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:

(a) any person is injured;
(b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
(c) the other party appears to be under the influence of drugs or alcohol

You or the Authorised Driver must also report the theft or Accident to the Police.

10.3 If You or an Authorised Driver have an Accident You and the Authorised Driver must:

(a) exchange names and addresses, phone numbers and email addresses with the other driver;
(b) take a photo of the other driver's licence;
(c) take the registration numbers of all vehicles involved;
(d) take as many photos as is reasonable showing:
    I. the position of the Vehicles before they are moved for towing or salvage;
    II. the Damage to the Vehicle;
    III. the damage to any third party vehicle or property;

IV. and the general area where the Accident occurred, including any road or traffic signs;

(e) obtain the names, addresses, phone numbers and email addresses of all witnesses;

(f) forward all third party correspondence or court documents to Us within 7 days of receipt; and

(g) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:

I. Our lawyer's office; or

II. Any Court hearing.

10.4 You and an Authorised Driver must not;

(a) make any admission of fault;

(b) promise to pay any claim for Third Party Loss;

(c) or release the other party from any liability to pay for Damage as a result of an Accident, theft of attempted theft.

(d)

11. Consequences of a Major Breach of the Rental Contract

11.1 No Damage Cover

If You or any Authorised Driver:

(a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or

(b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, has occurred, You and any Authorised Driver:

I. have no Damage Cover;

II. are liable for all Damage, theft of the Vehicle and Third Party Loss;

III. and are liable for and must pay any additional costs or expenses We incur as a direct consequence.

11.2 Termination and Repossession

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of sub-clause 11.1 has occurred.

12. Privacy

IMPORTANT NOTICE

A breach of sub-clause 12.6 is a Major Breach of the Rental Contract. See clause 11 for further details.

12.1

We are committed to complying with the Australian Privacy Principles.

12.2

When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.

12.3 We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

12.4 A GPS Tracking Device is fitted to the Vehicle to enable Us to track the Vehicle when it is out of Our possession. When You sign the Rental Agreement You are authorising Us to use the GPS Tracking Device to track the Vehicle until it is returned to Us.

12.5 If data from the GPS Tracking Device indicates You have engaged in unsafe or dangerous use of the Vehicle, We may have the Vehicle inspected by a professional mechanic to ensure no Damage has been sustained.

12.6 You **must not** tamper with the GPS Tracking Device or remove it from the Vehicle.

13. Definitions and Interpretations

13.1 Definitions In these Terms and Conditions:

Accident means an unintended and unforeseen incident, including:

(a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
(b) rollovers;
(c) and weather events, including hail Damage

that results in Damage or Third Party Loss.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

Booking Form means the confirmation of Your reservation emailed to You after You complete a reservation request, containing the details referred to in these Terms and Conditions.

Damage means:

(a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
(b) towing and salvage costs;
(c) assessing fees; and
(d) Loss of Use

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.

Damage Cover	means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 7, subject to the Damage Cover Exclusions in clause 8.
Damage Excess	means the amount, including GST, up to which You must pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.
End of the Rental	means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.
GPS Tracking Device	means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed and fuel levels.
Loss of Use	means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.
Major Breach	means a breach of any of the following: (a) clauses 2 (all parts); 3 (all parts); 4 (all parts); sub-clauses 5.6, 5.7, 5.8, 5.9, or 5.11 that causes Damage, theft of the Vehicle or Third Party Loss; (b) clause 10 (all parts) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or (c) sub-clause 12.6.
Off Road	means any area that is neither a sealed or an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields, and paddocks.
Overhead Damage	Means: (a) Damage to the Vehicle; or (b) Third Party Loss, Caused by: I. contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path; II. objects being placed on the roof of the Vehicle; III. or You or any person standing or sitting on the roof of the Vehicle.
Privacy Policy	means Our Privacy Policy which is here https://adventurewest4x4rental.au/privacy policy/

Rental Charges	means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.
Rental Period	means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.
Rental Depot	means the location from which the Vehicle is rented, as shown on the Rental Agreement.
Security Bond	means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to sub-clause 5.2(d).
Single Vehicle Accident	means a collision between the Vehicle and another object when no other moving vehicle is involved and includes impacts with animals, roadside infrastructure, buildings, rollovers and impacts with any stationary object including other parked vehicles.
Start of the Rental	means the date and time that the rental commences as shown in the Rental Agreement.
Third Party Loss	means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.
Underbody Damage	means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with road, other than a road that is undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.
User Manual	means the manual that provides useful operating information for both the Vehicle and camping equipment, including tyre pressure for on road and Off Road use, engaging the differential lock and opening and closing the rooftop tents, and assists in troubleshooting common problems and operating the Vehicle safely.
Vehicle	means the Vehicle described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit.
We, Us, Our,	means Adventure West 4X4 Rentals Pty Ltd ABN 15 675 824 629.
You, Your	means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Us and whose name is shown in the Rental Agreement.

13.2 Interpretation In these Terms and Conditions, unless the context otherwise requires:

(a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation;
(b) and where You comprises two or more persons each is bound jointly and severally.

AGREEMENT

This Rental Agreement comprises the Rental Details set out above (including the Special Conditions, if any) and the Terms and Conditions and any Schedule, annexure or other document expressly incorporated into this Rental Agreement.

Signed behalf of the Hirer by its authorised representative who warrants that they are duly authorised to execute this document on behalf of the hirer.

Signed on behalf of the Company by its authorised representative who warrants that they are duly authorised to execute this document on behalf of **Adventure West 4X4 Rentals Pty Ltd.**

Print Full Name	*Print Full Name*
Signature	*Signature*
Date	*Date*