

1) RATES AND CONDITIONS Rates and Conditions quoted in our documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by the supplier. Any booking amendments will result in the rate booked being re-calculated at the rate applicable on the date of amendment. Please note all prices are quoted and payable in Australian dollars.

2) DEFINITIONS 'Agreement' means the Rental Agreement and these Terms and Conditions. 'Customer' means the person or persons nominated as the hirer and any person whose credit or debit card is presented for payment of the Customer's charges. Refer to clauses 22, 24 and 31 for information about the Liability Deposit requirements and credit and debit card payments. 'the supplier' means Tourism Holdings Australia Pty Ltd. 'Damage' means any and all damage as described in clause 22.8 'Liability Reduction Option' means the liability reduction option described in clause 22. 'Rental Period' means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control. 'Vehicle' means the Vehicle hired by the Customer and includes tyres, tools, accessories, camping utensils, and all other equipment, documents, or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided. 'Liability' means the amount the Customer is liable for under this Agreement in respect of the Vehicle and the Customer's Use of the Vehicle. 'Liability Deposit' means the deposit paid by the Customer to the supplier on the day the Customer collects the Vehicle from the supplier which will be used to reimburse the supplier for the cost of any Damage caused by the Customer to the Vehicle under the terms of this Agreement. 'Restricted Road' means each of the roads and areas described in clause 16.3. The 'the supplier Inclusive Pack' means the product offered by the supplier to its Customers that includes the Liability Reduction Option and cover for the cost of damage resulting from a single Vehicle rollover as described in clause 16.1(a). 'The Bundle' means the product offered by the supplier to its Customers that, when purchased in conjunction with the Liability Reduction Option, provides cover for the cost of damage resulting from a single Vehicle rollover as described in clause 16.1(a).

3) RENTAL DURATION 3.1 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is rented, the day of pickup is counted as day one of the rental, regardless of pick-up time. The

day of the Vehicle's return is counted as the final day of the rental regardless of drop-off time. 3.2 Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation. 3.3 Late pick-up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

4) DELIVERY AND RETURN OF THE VEHICLE 4.1 The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and a full bottle of gas (if applicable). 4.2 The Customer will return the Vehicle in a clean condition with a full fuel tank and full bottles of gas (if applicable, and subject to any pre-purchase fuel and/or pre-purchase gas option being taken), on the return date, time and location set out in the Rental Agreement. Failure to adhere to these requirements will result in additional charges. Should the Customer have the pre-purchase fuel and/or the pre-purchase gas option there is no refund for unused fuel and/or gas. 4.3 the supplier reserves the right to charge the Customer a cleaning fee in the amount of AU\$250 if the Vehicle is not returned in a clean condition (at the supplier's sole discretion acting reasonably). This includes smoking related cleaning, as smoking is not permitted at any time in the Vehicle or animal related cleaning as animals are not permitted in the Vehicle (with the exception of registered guide dogs). 4.4 The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional AU\$125 soiling fee will be charged to the Customer.

5) BRANCH HOURS OF OPERATION 5.1 the supplier branches are open 7 days per week with the following exceptions: (a) the supplier branches are closed on Christmas Day (25th December) and Australia Day (26th January). the supplier requests that clients collecting or returning their Vehicle attend the relevant the supplier branch by 3:30pm on the relevant day. (b) Sydney, Melbourne, Adelaide and Perth 1 April to 30 April – 8am to 4pm 1 May to 31 August – 8am to 4pm, closed Sundays 1 September to 31 March – 8am to 4pm (c) Brisbane 1 April to 30 September – 8am to 4pm 1 October to 28 February – 8am to 4pm, closed Sundays 1 March to 31 March – 8am to 4pm (d) Hobart 1 April to 30 June – 8am to 4pm 1 July to 31 August – CLOSED 1 September to 31 March – 8am to 4pm (e) Alice Springs, Darwin and Broome 1 April to 30 April – 8am to 4pm, closed Sundays 1 May to 31 October – 8am to 4pm 1 November to 30 November – 8am to 4pm, closed Sundays 1 December to 31 March – CLOSED (f) Cairns 1 April to 30 April – 8am to 4pm, closed Sundays 1 May to 31 October –

8am to 4pm 1 November to 31 March – 8am to 4pm, closed Sundays 5.2 A surcharge of AU\$100 will apply to all Vehicle rentals that are collected or dropped off on the following days: (a) 19 April 2019 – Good Friday (applies to all the supplier branches); (b) 22 April 2019 – Easter Monday (applies to all the supplier branches); (c) 25 April 2019 – ANZAC Day (applies to all the supplier branches); (d) 06 May 2019 – Labour Day (applies to Brisbane and Cairns branches only) and May Day (applies to Alice Springs and Darwin branches only); (e) 03 June 2019 – Western Australia Day (applies to Broome and Perth branches only); (f) 10 June 2019 – Queen’s Birthday (applies to Adelaide, Alice Springs, Darwin, Melbourne, Sydney and Hobart branches only); (g) 05 July 2019 – Alice Springs Show Day (applies to Alice Springs branch only); (h) 26 July 2019 – Darwin Show Day (applies to Darwin branch only); (i) 05 August 2019 – Picnic Day (applies to Alice Springs and Darwin branches only) and Bank Holiday (applies to Sydney branch only); (j) 14 August 2019 – Royal Queensland Show (applies to Brisbane branch only); (k) 30 September 2019 – Queen’s Birthday (applies to Broome and Perth branches only); (l) 07 October 2019 – Queen’s Birthday (applies to Brisbane and Cairns branches only) and Labour Day (applies to Adelaide and Sydney branches only); (m) 05 November 2019 – Melbourne Cup (applies to Melbourne branch only); (n) 26 December 2019 – Boxing Day (applies to all the supplier branches); (o) 01 January 2020 – New Year’s Day (applies to all the supplier branches); (p) 10 February 2020 – Royal Hobart Regatta (applies to Hobart branch only); (q) 02 March 2020 – Labour Day (applies to Perth branch only); and (r) 09 March 2020 – Adelaide Cup Day (applies to Adelaide branch only), 8 Hours Day (applies to Hobart branch only) and Labour Day (applies to Melbourne branch only) 5.3 Customers must allow adequate time to complete the required paperwork when collecting or returning the Vehicle. All Vehicles must be collected from and returned to a the supplier Campervan branch.

6) CHANGE OF DROP-OFF DESTINATION If the Customer wishes to change the drop-off destination, they must first obtain authorisation from the supplier by calling 1300 363 800. Subject to the change being approved, an additional charge of up to AU\$750 may apply, which will be notified to you at time of approval and is required to be paid immediately via credit or debit card. The fee may apply in all change of drop-off destination cases irrespective of the reason for the location change. Thank you for choosing the supplier. We are very proud of our product and our reputation, and 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 you in making your holiday a wonderful experience, it is important for you to carefully read these terms and conditions. Should you have any questions or complaints about these terms and conditions please contact us by calling 1300 363 800. These terms and conditions do not exclude, restrict or modify the application of any provision, the exercise of any right, or the imposition of any liability under any statute (including the Competition and Consumer Act 2010 (Cth) or the Australian Consumer Law). terms and conditions rental agreement Australian Motorhomes | Effective 01 April 2019 - 31 March 2020

7) LATE DROP-OFFS 7.1 If the Customer wishes to drop-off the Vehicle to a the supplier branch after business hours, they must first get approval from the supplier by calling 1300 363 800. The Customer will incur an additional fee of AU\$150 per day (in addition to the daily rate being charged) if the Customer fails to obtain such approval from the supplier prior to the late drop-off of the Vehicle. This late drop-off fee and the additional rental charges will be charged to the Customer’s credit or debit card. 7.2 If the late drop-off is approved, a fee of AU\$150 is applicable and the Customer will be required to pay an extra day’s Liability Reduction Option charge (if applicable) as they will be held responsible for the Vehicle up until the time that it is checked in by a the supplier staff member the following day. This late drop-off fee is required to be paid via the Customer’s credit or debit card on approval of the late drop-off.

8) RENTAL EXTENSION 8.1 If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from the supplier by calling 1300 363 800. This is subject to availability. The extra cost of an extended rental must be paid by the Customer by credit or debit card on confirmation of the rental extension. The daily rental rate for the extension may not reflect the original rate booked. 8.2 Failure to obtain an authorisation for a rental extension will result in a late fee of AU\$150 per day in addition to the daily rental rate (plus Liability Reduction Option charges) for each day until the Vehicle is returned. The daily rental rate charged will be based on the the supplier standard rental rates per Vehicle for the extended rental period. These charges will be applied to the Customer’s credit or debit card on a daily basis until the Vehicle is returned.

9) RENTALS IN BROOME An additional remote location fee of AU\$750 applies to all Vehicles picking up or dropping off in Broome.

Only one remote location fee is charged per vehicle. This is in addition to any One-Way fee if applicable. This fee will be charged to the Customer at the time of booking except in the case of a change in drop-off destination occurs in accordance with clause 6 in which case this fee will be charged at the time that change is made.

10) HOBART PICK UP FEE A pick up fee of AU\$100 per hire will apply to Vehicles picking up in Hobart.

11) ONE-WAY RENTALS 11.1 One-Way rentals are available between all branch locations. 11.2 A One-Way fee of AU\$165 applies where Vehicle collection originates from Cairns, Brisbane, Sydney, Melbourne, Hobart or Adelaide and returns to one of these locations. Should the hire originate or return to Darwin, Broome, Alice Springs or Perth the One-Way fee is AU\$250. One-Way fees are additional to any other fees that may apply. The One-Way fee will be charged to the Customer's credit or debit card at the time of booking except in the case of a change in drop-off destination in accordance with clause 6 in which case the One-Way fee will be charged at the time that change is made.

12) MULTIPLE RENTALS Should a Customer have more than one consecutive rental, the bookings can be combined to qualify for longer-term hire discounts off the Vehicle rate. Consecutive motorhome hire in South Africa for the supplier and Britz; and in Australia and New Zealand for the supplier, Britz and Mighty can be combined to qualify if travel is within a 3-month period.

13) EXTRA DRIVER FEES An extra driver fee applies for each additional driver's licence added to the rental agreement except where The Bundle or the the supplier Inclusive Pack has been purchased.

14) LICENCE A full (non probationary) resident country driver's licence must be presented at the time of rental for each nominated driver. If the licence is not in English format, an international driver's licence is also required.

15) AGE RESTRICTIONS Drivers must be 21 years of age or over.

16) USE OF THE VEHICLE 16.1 The Customer agrees that, during the Rental Period, the Customer will not allow the Vehicle to be: (a) driven otherwise than in a prudent and cautious manner. A single Vehicle rollover is considered a breach of this condition. A single Vehicle rollover may include but is not limited to a

Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle in circumstances within the control of the Customer. Customers who have purchased The Bundle (in conjunction with the Liability Reduction Option) or the the supplier Inclusive Pack will have the cost of damage resulting from an accidental single Vehicle rollover covered, providing that the Customer has not otherwise breached this Agreement in relation to the rollover; (b) driven at a speed in excess of a speed limit displayed in relation to the road that the Customer is driving on and as posted by the relevant state or territory authority; (c) driven at a speed in excess of 110 kilometres per hour at any time, including where the posted legal speed limit is in excess of 110 kilometres per hour; (d) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law; (e) left with the ignition key in the Vehicle while it is unoccupied; (f) submerged in water, brought into contact with salt water, used in a creek or river crossing, driven on a beach or through flooded areas; (g) used for any illegal purpose or in any race, rally or contest; (h) used to tow any vehicle or trailer; (i) used to carry passengers or property for hire or reward; (j) used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement; (k) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and (l) used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental. 16.2 Use of the supplier products and services The Customer is responsible for the activity and use of all goods and services purchased from the supplier. The Customer and any user that the Customer permits to use a the supplier product or service, is solely responsible for observing safe driving, operating, and other practices so as to avoid accidents or injury to persons or property. It is the Customer's responsibility to use all the supplier products and services (including the use and reliance of any data provided through an associated device ("Data")) in a careful, sensible, responsible and safety-conscious manner. You must not use or knowingly permit others to use the products or services for any fraudulent, malicious, inappropriate or illegal purposes, or in a manner that may threaten or cause harm to any other person, the supplier, or otherwise disrupt the proper operation of the product, service, or network. Use of Data or any feature provided through a the supplier product or service is at the Customer's own risk and is intended as a reference tool only. The use and interpretation of the Data is your responsibility and you acknowledge and agree that the Data

may not be suitable or verified by anyone, and may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used, and the nature of collecting geographic data, any of which may lead to incorrect or unreliable results.

16.3 Driving campervans on certain roads in Australia is both difficult and dangerous. Accordingly, to protect customers' safety, the supplier limits the roads our customers can travel on. Road restrictions apply as follows: (a) Vehicles must not be used on any unsealed road (being a road not sealed with a hard material such as tar, bitumen, or concrete). Off road conditions include, but are not limited to: fire trails, beaches, sand, tracks, fields or paddocks. The only exception to this is reasonable use of access roads limited to a maximum of twelve kilometres in length to recognized commercial campgrounds and major tourist attractions. (b) The Customer is responsible for all damage if travelling on unsealed roads as defined in clause 22.8.

16.3A Breach of Road Restriction Rules (a) The Customer acknowledges and agrees to pay to the supplier a fee of AU\$300 on each occasion that it is identified by the supplier that the Customer has taken a 2WD Vehicle on an unsealed road or a Restricted Road, (b) The fee described in 16.3A(a) will be due and payable by immediate deduction from the Customer's credit or debit card.

16.4 We value your well-being, and for safety purposes, the supplier reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to: (a) adverse road or weather conditions (b) the distance to nominated destinations in relation to the length of the hire period; and (c) any concerns the supplier, its employees or agents may have regarding driver experience or ability. the supplier will advise you on pick-up of any travel restrictions known at that time.

16.5 Where the supplier mandates a change in drop off location, fees as per clause 6 will not apply.

16.6 The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of the supplier.

16.7 The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs. the supplier reserves the right to charge the Customer's credit or debit card a cleaning fee in the amount of AU\$250 for any animal related cleaning.

16.8 The Customer shall take all reasonable steps to properly maintain the Vehicle and will contact the supplier immediately should any and all Vehicle warning lights indicate any malfunction, or potential malfunction.

16.9 All Spirit of Tasmania ferry bookings must be made for 7.7m long vehicle to allow for a change in vehicle type.

17) MAINTENANCE AND REPAIRS 17.1 the supplier will reimburse the Customer for expenditure up to AU\$100 reasonably incurred in rectifying any mechanical failure to the Vehicle. For repairs costing over AU\$100, the supplier will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement for expenditure will be made (where applicable), provided the Customer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid. 17.2 Unless the Customer has taken the Liability Reduction Option, the Customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period except if the tyre is defective and is returned by the Customer to the supplier for inspection and is subject to a warranty claim on the manufacturer.

18) ON-ROAD ASSISTANCE 18.1 the supplier provides 24 hour on-road assistance support. Please contact the supplier on by calling 1300 850 805 if you require assistance. 18.2 Any problems associated with the Vehicle including equipment failure, must be reported to the supplier within 24 hours of the Customer becoming aware of the problem in order to give the supplier the opportunity to rectify the problem during the rental. A failure to do so may impact any claims for compensation. Nothing in this clause is intended to affect the Customer's rights, or limit or exclude the supplier's liability, under the Competition and Consumer Act 2010 (Cth) or the Australia Consumer Law. 18.3 The on-road assistance will cover, free of charge, any technical malfunction of the Vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the Rental Period and for which a claim is not excluded in accordance with clause 18.4 below. 18.4 Claims will be excluded, and the Customer will be charged for any on-road assistance, where the malfunction was caused by the Customer's actions or omissions, or where the fault is not covered by the Vehicle manufacturer's guarantee. This will include any on-road assistance for the following: (a) The Vehicle running out of fuel (b) The keys being locked inside the Vehicle or lost (c) Flat batteries caused by incorrect usage of the batteries and or incorrect usage of any equipment that requires the batteries to operate (d) A breakdown caused by wilful neglect The charges will comprise, but are not limited to, a call-out fee and the cost of repair (including any replacement parts, if applicable) and must be paid by the customer to the applicable service provider.

19) VEHICLE AVAILABILITY 19.1 Vehicles cannot be requested by make or model, only by

vehicle category. 19.2 the supplier will endeavour to supply the vehicle category selected, however should the vehicle booked be unavailable through unforeseen circumstances, the supplier reserve the right to substitute an alternative vehicle without prior notification. The alternative vehicle shall be as close a substitute for the booked vehicle as possible. 19.3 Should the Customer decide to voluntarily downgrade their vehicle category from that booked, they will not be entitled to a refund.

20) TITLE TO VEHICLE The Customer acknowledges that the supplier retains title to the Vehicle at all times. The Customer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

21) FOR YOUR PROTECTION Personal Injury is covered in most cases through Registration Third Party Insurance. the supplier does not accept any liability for personal injuries sustained during the rental. Except where such loss or damage is caused by the supplier's (or that of its employees or agents) own negligence or breach of this Agreement, the supplier does not accept liability for any loss or damage to any personal belongings or property of the Customer (or any person or entity related to the Customer). the supplier strongly recommends that the Customer takes out personal travel insurance to cover any injury or loss.

22) VEHICLE DAMAGE – LIABILITY AND LIABILITY REDUCTION OPTIONS 22.1 The Customer understands that: (a) the Vehicle is insured for third party vehicle and property damage; (b) subject to clause 22.2, the Customer will have to pay the first AU\$7,500 of the cost of any Damage incurred whilst the Vehicle is in the Customer's possession (or the total cost of Damage, if clause 22.2 applies); (c) subject to clause 22.2, the Customer's liability for Damage may be reduced by taking out the Liability Reduction Option. 22.2 The Customer will be responsible for the total cost of any Damage, and the Liability Reduction Option (if taken) will be void, if: (a) the Customer breaches any of the terms of this Agreement, and that breach is the cause of or contributes to the relevant Damage; or (b) the Damage is covered by any of the exclusions set out in clause 23. 22.3 If the Liability Reduction Option is not taken, the Customer must pay the Liability Deposit to cover the first AU\$7,500 of the cost of any Damage (subject to clause 22.2). The Customer must provide a valid credit or debit card to pay the Liability Deposit and the amount

will be debited to the Customer's credit or debit card on the day of Vehicle collection. The Liability Deposit is fully refundable, including the 2% credit card administration fee, if the card used to provide the Liability Deposit is a Visa credit or debit card or MasterCard credit or debit card, provided the Vehicle is returned without Damage. the supplier recommends that customers use a Visa credit or debit card or MasterCard credit or debit card for the Liability Deposit, as the credit card administration fee that applies when using American Express credit card is not refundable. Refund of the Liability Deposit is not a waiver by the supplier of the Customer's liability under this Agreement, and the supplier retains the right to recover monies for Damage notwithstanding the return or refund of the Liability Deposit. 22.4 At the commencement of the Rental Period, the Customer has the option to take out the "Liability Reduction Option", which incurs an additional charge per day. Subject always to clause 22.2, if the Liability Reduction Option is taken the Customer will not have to pay a Liability Deposit and will not be responsible for the cost of any Damage. This cover includes unlimited tyre and windscreen cover for accidental Damage. However, the Liability Reduction Option does not provide cover for the costs of any Damage attributable to a single Vehicle rollover (as described in clause 16.1 (a)). Customers who have purchased The Bundle (in conjunction with the Liability Reduction Option) or the the supplier Inclusive Pack will have the cost of Damage attributable to a single Vehicle rollover (as described in clause 16.1 (a)) covered, provided that the Customer has not otherwise breached this Agreement in relation to the rollover. 22.5 If the Customer does not take out the Liability Reduction Option then subject to clause 22.2, where the Customer is at fault but otherwise is not in breach of this Agreement, the Customer is responsible for the cost of the Damage (up to AU\$7,500) at the time the accident report is completed, not at the completion of the Rental Period. An amount equal to the cost of the Damage will be deducted from the Liability Deposit (which but for the Damage would otherwise be refundable). Upon written request, the supplier will provide the Customer with an itemised bill of any amounts deducted from the Liability Deposit. 22.6 The Liability Deposit will: (a) be refunded to the Customer upon a determination by the relevant insurance company that the Customer was not at fault in relation to the damage; (b) be deducted by the supplier in the amount equal to the damage caused by the Customer upon a determination by the supplier's insurance company that the Customer was at fault in relation to the damage. 22.7 The Customer's liability (the first

AU\$7,500) of the cost of any Damage applies in respect of each claim, not each rental. 22.8 Damage includes any and all damage to Third Party property, damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break in or vandalism. The costs of any damage will include the costs of repairing the damage, and, where the damage is the Customer's fault, the costs of the daily rental rate for the period the Vehicle is being repaired. In addition to the costs associated with the claim, a processing fee of AU\$60 and associated damage assessment fees will be applicable per claim. Important Note: the supplier reserves the right to repair all damage incurred during an accident using a preferred the supplier repairer. THE SUPPLIER STRONGLY RECOMMENDS OUR CUSTOMERS TAKE THE BUNDLE (IN CONJUNCTION WITH THE LIABILITY REDUCTION OPTION) OR THE THE SUPPLIER INCLUSIVE PACK FOR TRAVEL WITH COMPLETE PEACE OF MIND.

23) EXCLUSIONS The Customer acknowledges that the Liability Reduction Option will not apply, and that they are responsible for all costs arising out of, or incurred in connection with: (a) for Damage due to vehicle use in contravention of clause 16 'Use of Vehicle'; (b) any Damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle) and driving under the influence of alcohol or drugs and negligence resulting in Damage to the hired Vehicle or third party vehicle/property; (c) any Damage where the Customer is charged by local authorities for being careless, showing gross negligence or wilfulness in failing to abide by the local road rules, resulting in Damage to the hired Vehicle or third party vehicle/property; (d) retrieving or recovering a Vehicle, which may include, but is not limited to a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in any way and/or has been abandoned; (e) replacing keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle; (f) any overhead and underbody Damage to the Vehicle however caused - except where Liability Reduction Option has been purchased. (g) any single Vehicle rollover (as described in clause 16.1 (a)), except where The Bundle (in conjunction with the Liability Reduction Option) or the the supplier Inclusive Pack has been purchased; (h) Damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual; (i) Damaged caused by drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is

classified as a learner or probationary licence; (j) any Damage caused to the Vehicle due to the incorrect use of snow chains; (k) any Damage for associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel. (l) any Damage caused to the Vehicle due to part or total submersion in water; (m) the Customer fitting accessories (as provided by the supplier or otherwise) to the Vehicle incorrectly or otherwise in a manner which causes Damage to the Vehicle, the accessories or any other vehicle or property; and (n) using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.

24) CREDIT CARD AUTHORITY 24.1 the supplier shall be entitled to retain and the Customer hereby authorises the supplier to retain, the details of the credit or debit card provided by the Customer in connection with a rental booking ("Credit Card") in accordance with the the supplier Privacy Policy and to take any action to recover from the Credit Card the amounts due by the Customer pursuant to this Agreement. 24.2 The Customer expressly and irrevocably authorises the supplier to charge to the Credit Card all amounts payable under this Agreement. By way of summary, these charges include, but are not limited to any costs or fines arising under clause 4 (Delivery and return of the Vehicle), clause 7 (Late drop-offs), clause 8 (Rental extension), clause 16 (Use of the Vehicle), clause 18 (On-road assistance), clause 22 (Vehicle Damage), clause 27 (Toll and Traffic Charges), and clause 33 (Terminating the agreement and repossessing the Vehicle). the supplier will provide the Customer with an itemised bill of the monies to be deducted by the supplier from the Credit Card prior to making such deductions. 24.3 The Customer is invited to contact the supplier directly if the Customer believes that a fee has been charged to their Credit Card in error. the supplier will endeavor to resolve any such issue with the Customer as soon as possible. 24.4 If the Customer has a complaint in relation to any monies deducted by the supplier to their Credit Card under clause 24, the Customer is invited to contact the supplier by calling 1300 363 800 or by sending an email to customer@thlonline.com. the supplier takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner. 24.5 the supplier will provide the Customer with an itemized bill of the monies to be deducted by the supplier from the Liability Deposit under clause 22.3 prior to making such deductions. 24.6 the supplier will not charge the Customer's

Credit Card without giving the Customer written notice or an opportunity to dispute the charges.

25) PROCEDURES IN CASE OF ACCIDENT

If the Customer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed: A) AT THE ACCIDENT SCENE THE CUSTOMER MUST: 1. Obtain the names and addresses of any third parties and any witnesses. 2. Report the accident to police, regardless of estimated damage costs. 3. Not accept blame or insist the other party is at fault. 4. If possible, photograph damage to all vehicle(s) and registration number(s). 5. Phone the supplier (call 1300 850 805) with the accident's details within 24 hours. B) AT THE BRANCH 1. The Customer must produce their Driver's Licence and hand over the police report (if applicable) and any supporting photographs. 2. The Customer is required to pay the cost of any Damage to the Vehicle (if applicable, in accordance with clause 22) and any other amount due by them in respect of any Damage arising from an accident, loss, or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period. 3. If the Customer is at fault, the Customer will pay the supplier the daily rental rate for the period the Vehicle is off fleet for accident repairs. 4. The the supplier Local Host will ensure the Motor Vehicle Accident Report is completed clearly and accurately, and signed by the Customer. C) EXCHANGE VEHICLE 1. The availability of an Exchange vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (see below). 2. If an Exchange vehicle is required as a result of an accident, the Customer is responsible for making their own way to the nearest the supplier branch or pick-up location at their own cost. 3. the supplier may offer the Customer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver to deliver the exchange vehicle to the Customer's location. 4. The Customer will pay for any costs relating to delivery of an exchange vehicle because of any single Vehicle accident. This charge applies irrespective of the Liability Reduction Option being taken. 5. If an exchange vehicle is provided, any Liability Reduction Option purchased at the commencement of the Rental Period may, at the supplier's discretion (including where it considers the exchange vehicle is at risk of damage) be terminated with effect from the date of provision of the exchange vehicle (and the Customer will not be charged the additional per day charge in respect of the Liability Reduction Option from that date). If the supplier exercises its right to terminate the Liability Reduction Option, a Liability Deposit will be required to be

paid by the Customer at the time of provision of the exchange Vehicle. If the Customer did not purchase the Liability Reduction Option at the commencement of the Rental Period and paid a Liability Deposit, the Customer acknowledges that a new Liability Deposit will be required to be paid for the exchange Vehicle. D) TIME FRAME FOR SETTLEMENT OF CUSTOMER LIABILITY CLAIMS 1. the supplier shall use best endeavours to ensure that any money due back to the Customer is forwarded as quickly as possible, however third party claims can take months or even years to resolve. the supplier cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to the supplier's Insurer and the third party, whether they be insured or not. 2. the supplier agrees to refund any Liability Deposit as soon as reasonably practicable after receiving final resolution and payment relating to third party claims. 3. For information regarding outstanding claims or Liability Deposit refunds please contact the Claims Department on 0061 3 8398 8800 during office hours. 4. The Customer agrees to provide all reasonable assistance to the supplier in handling any claim including providing all relevant information and attending Court to give evidence. Important Note: Under no circumstances should the Customer attempt to start or drive a vehicle that has been involved in an accident, damaged by rollover, water submersion or any other means without permission from the supplier.

26) RELEASE AND INDEMNITY OF THE SUPPLIER

26.1 The Customer releases the supplier, its employees and agents, from any liability to the Customer, for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle where such a loss or damage is caused by the Customer. 26.2 The Customer hereby indemnifies and shall keep indemnified the supplier, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customers use and/or possession of the Vehicle. 26.3 Any indemnity required of the Customer shall not operate to indemnify the supplier in respect of any negligence or wilful act or omission of the supplier, its employees or agents. 26.4 Nothing in this Agreement affects the Customer's rights under the Competition and Consumer Act 2010 (Cth) or the Australian Consumer Law, and any other consumer law under which we cannot exclude or limit our liability (Consumer Laws) and the Customer shall have the benefit of any and all rights and guarantees under that legislation. 26.5 The Customer acknowledges that Data or other features may be provided by third parties and

neither the supplier nor any third party provider makes any warranties with regard to the Data or other features and expressly disclaims any implied warranties of merchantability, completeness, accuracy and fitness for a particular purpose. Neither the supplier nor any third party provider will have any liability to you, whether in contract, tort (including negligence) or otherwise, in connection with the Data and the use of the Data (including any loss, damage or misadventure arising from any act or omission of any person in reliance on the Data). The Customer acknowledges that it is an essential condition of these terms that you accept and use the products, services and Data subject to all limitations of liability contained in these terms. The Customer acknowledges that the supplier does not Contact Details: FREE PHONE 1300 363 800 investigate or endorse any third party websites or operators that may be accessible through use of our devices, or other products or services. We make no representation or warranty that any information you receive through a third party website is true, accurate, reliable, or authentic. We are not responsible to you for any use, access or reliance on any such third party websites.

27) TOLL AND TRAFFIC OFFENCES 27.1 the supplier reserves the right to submit a statutory declaration to the issuing authority and/or charge the Customer for any speeding, toll way, parking or other traffic offence. In addition, the supplier reserves the right to charge an administration fee of up to AU\$60 for associated administration costs to the Customer's credit or debit card upon receipt of a charge for any speeding, toll way, parking or other traffic offence incurred by the Customer. This fee will be applicable per offence. 27.2 If the Customer continues to exceed a speed of 110km or continues to exceed the posted speed limit, as determined by the Customer repeatedly ignoring the warnings of the telematics system fitted into the Vehicle, the supplier may impose a fee on the Customer in the amount of AU\$300.

28) RENTAL CHARGES Total charges as set out in your rental agreement are not final. The Customer will pay any shortfall in charges to the supplier and the Customer will receive a refund for any overcharges made by the supplier. Wherever possible, any amendment to charges will be notified to the Customer at conclusion of rental, and the Customer agrees to payment of any such charges at that time.

29) ADMINISTRATION FEES A surcharge of 3% of the total cost will be levied to cover state government taxes, duties, vehicle registration

recovery and administration costs. This fee is included in the daily vehicle rental rate.

30) PAYMENT OF CHARGES - JOINT AND SEVERAL LIABILITY All charges and expenses payable by the Customer under this Agreement are due on demand by the supplier including any collection costs and reasonable legal fees incurred by the supplier. When the Customer comprises more than one person, each person is liable, jointly and severally for all obligations of the Customer pursuant to this Agreement.

31) CREDIT AND DEBIT CARD PAYMENT

31.1 Where a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a Customer. 31.2 The following credit or debit cards will be accepted: Visa credit or Visa debit card, MasterCard credit or MasterCard debit card and American Express credit card. A non-refundable 2% administration fee will apply to all Visa and MasterCard transactions. A non-refundable 2.8% administration fee will apply to American Express transactions. Credit card administration fees also apply to debited Liability Deposits. Only the Customer's credit or debit card is acceptable to use for supplying the Liability Deposit. The credit card administration fees are subject to change. 31.3 the supplier may process credit or debit card charges pertaining to the rental after the Rental Period in accordance with this Agreement. 31.4 The Customer acknowledges that all transactions under this Agreement are conducted in Australian dollars. If a refund is due, the supplier will credit the amount due in full to the Customer's credit or debit card. the supplier does not accept any liability for credit or debit card fees or bank-imposed fees relating to currency conversion or foreign transactions, which may appear as a variation between the total debited and the total refunded. 31.5 If the Customer has a complaint on relation to any monies deducted by the supplier from the Customer's credit or debit card under clause 31.3, the Customer is invited to contact the supplier by calling 1300 363 800 or by sending an email to the supplier. the supplier takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

32) PERSONAL CHEQUES, COMPANY CHEQUES AND BANK TRANSFERS

Personal cheques, company cheques and bank transfers will not be accepted as payment for rental charges at the time of pick up. These must be received by the supplier 28 days prior to commencement of rental. Personal cheques, company cheques or bank transfers are not

acceptable as the Liability Deposit and a valid credit or debit card will need to be provided for the purposes of clauses 22.3 and 24.

33) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

33.1 The Customer acknowledges that the supplier may refuse any rental, terminate this Agreement and/ or repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if: (a) the Customer is in breach of any material term of this Agreement, particularly clauses 15 and 36; (b) the Customer has obtained the Vehicle through fraud or misrepresentation; (c) the Vehicle appears to be abandoned; (d) the Vehicle is not returned on the agreed return date or the supplier reasonably believe that the Vehicle will not be returned on the agreed return date; or (e) the supplier considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered. **33.2** Subject to clause 33.3, the Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges. **33.3** If the Customer has a complaint in relation to the termination of this Agreement and or the repossession of the Vehicle by the supplier under clause 33, the Customer is invited to contact the supplier by calling 1300 363 800 or send an email to the supplier. the supplier takes customer complaints seriously

and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

34) CANCELLATIONS If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply. Cancellation fees apply as follows:

- If cancelled up to 91 days prior to pick-up: No Fee
- If cancelled from 90 to 22 days prior to pick-up: 10% of Gross Rental
- If cancelled from 21 to 7 days prior to pick-up: 20% of Gross Rental
- If cancelled 6 to 1 days prior to pick-up: 50% of Gross Rental
- If cancelled on day of pick up or No-Show: 100% of Gross Rental
- If Vehicle is returned early No refund will be available

35) PROPER LAW This Agreement is governed by the laws of the state of Victoria.

36) CUSTOMER WARRANTIES The Customer warrants that all information supplied by them to the supplier in connection with this Agreement is true.

37) PRIVACY the supplier will collect personal information as part of its rental process. Any information collected by the supplier will be handled in accordance with the the supplier Privacy Policy.