

# Rental Agreement Terms and Conditions

Australian 4WD Vehicle and Caravan Rentals

Effective 01 April 2013 - 31 March 2014



**Thank you for choosing Britz. 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 about these terms and conditions please contact us on freecall 1800 331 454. 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 Australian Consumer Law).**

## 1. RATES AND CONDITIONS

Rates and Conditions quoted in our brochures and/or 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 Britz. 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

'This 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 24 and 30 for information about the Vehicle Security Deposit requirements and credit and debit card payments.

'Britz' means Tourism Holdings Australia Pty Ltd.

'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. In this case Vehicle also refers to the caravan.

## 3. TOWING WITH PRIVATE (NON-BRITZ) VEHICLE

It is required that the private vehicle used to tow the Britz caravan will be the same vehicle used to collect the caravan from the Britz depot and will be the same vehicle towing the caravan for the duration of the hire period.

The private vehicle must be comprehensively insured and be registered during the hire period of the caravan. Proof of both requirements being met is required upon caravan collection. Failure to adhere will result in refusal to rent the caravan. Please take note of the weight (tare and tow ball weights) of the caravan and ensure the towing vehicle complies. The rental will be refused if compliance is not evident and it is the hirer's responsibility to ensure compliance.

Caravan: minimum towing capacity or tare weight 2300kgs, minimum tow ball capacity 200kg  
In the event of rental refusal full cancellation costs will apply and the Customer will not be given any refunds.

## 4. RENTAL DURATION

4.1 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is rented, the day of pick-up 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.

- 4.2 Minimum rental period is 3 days with the following exceptions; Collection dates between 20 December and 10 January have a minimum hire requirement of 10 days. Rentals over the Easter long weekend have a minimum hire requirement of 7 days. Rentals from Melbourne over the Moto GP period have a minimum hire requirement of 7 days, this will be advised at time of booking. Minimum rental period for all one-way rentals is 14 days. Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.
- 4.3 Late pick-up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

## 5. DELIVERY AND RETURN OF VEHICLE

- 5.1 The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and a full bottle of gas (if applicable).
- 5.2 The Customer will return the Vehicle in a clean condition with a full fuel tank and a full bottle 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.
- 5.3 The Customer acknowledges that Britz will reasonably determine what, if any, refund may be warranted if the Vehicle is returned or the Customer ceases to have the use of the Vehicle prior to the return date.

## 6. BRANCH HOURS OF OPERATION

Britz Branches are open 7 days per week with the following exceptions: Branches are closed ANZAC Day (25 April), Christmas Day (25 December), New Years Day (1 January), and Australia Day observed public holiday (27 January). A \$100 surcharge will apply to all rentals picking up or dropping off on Boxing Day (26 December). Branches are closed Sundays during off peak months 1 May to 31 August. Britz requests that clients collecting or returning their vehicle to be in the office by 3:30pm. The Perth, Brisbane and Melbourne branches are open from 7:30am to 4pm, September to April, and 10am to 4pm, May to August. Please ensure that you allow adequate time to complete the required paperwork when collecting or returning your vehicle. All vehicles must be collected from and returned to a Britz branch.

## 7. CHANGE OF DROP OFF DESTINATION

If the Customer wishes to change the drop-off destination, they must first obtain authorisation from the Reservations Centre. Subject to the change being approved, an additional charge of up to AU\$1,000 may apply, which will be notified to you at time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change.

## 8. LATE DROP OFFS

- 8.1 If the Customer wishes to drop-off the Vehicle after business hours, they must first get approval from the destination branch.
- 8.2 Subject to approval, a fee of AU\$300 is applicable and the Customer will be required to pay an extra day's Liability Reduction Option (based on the Liability Reduction Option selected) as they will be held responsible for the Vehicle up until the time that it is checked in by a Britz crew member.

## 9. RENTAL EXTENSIONS

- 9.1 If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Britz. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension.
- 9.2 Failure to obtain an authorisation for a rental extension will result in a late fee of AU\$300 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 the rate applicable on the day of extension (which may differ from the original rate booked) per Vehicle for the extended rental period.

## 10. ONE-WAY RENTALS

- 10.1 One-Way rentals are available between Melbourne and Brisbane branch locations.
- 10.2 One-Way rentals are not permitted to and/or from our Perth location.
- 10.3 A One-Way fee of AU\$350 applies to the caravan for East Coast locations.
- 10.4 In the case where the 4WD Vehicle and the caravan are hired from Britz and the Bonus Pack has been purchased one-way fees are included. Customers simply hiring the caravan are subject to the one-way fee (AU\$350) irrespective of booked package.

## 11. MULTIPLE RENTALS

Should a Customer have more than one Britz caravan rental in Australia, the bookings can be combined to qualify for longer-term hire discounts if travel is within a 3-month period.

## 12. DRIVERS LICENCE REQUIREMENTS

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.

## 13. AGE RESTRICTIONS

Drivers must be **25 years** of age or over.

## 14. USE OF VEHICLE

- 14.1 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. Customers who have purchased the 4WD Easy Cover Plus Option will have the cost of damage resulting from an accidental single vehicle rollover to the Britz 4WD vehicle covered, providing no breach of rental agreement;
  - (b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
  - (c) left with the ignition key in the Vehicle while it is unoccupied;
  - (d) damaged by:
    - (i) submersion in water
    - (ii) contact with salt water
    - (iii) creek or river crossing
    - (iv) driving through flooded areas
    - (v) beach driving
  - (e) used for any illegal purpose or in any race, rally or contest;
  - (f) used to carry passengers or property for hire or reward;

- (g) 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;
- (h) Passengers cannot travel in the caravan while being towed;
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and
- (j) used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

14.2 Road restrictions apply as follows:

- (a) While towing, Vehicles must not be used on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete). Caravans are not to be taken on an unsealed road. 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 recognised commercial campgrounds.
  - (b) Britz 4WD vehicles can be driven on recognised unsealed tracks when the caravan has been unhitched and the caravan is safely secured at a recognised commercial campground on a pre-booked and paid site.
  - (c) Britz 4WD Vehicles may only travel to the following areas with the written permission of Britz and while not towing: Simpson Desert, Strzelecki Track, Gunbarrel Highway, Cape York, the Bungle Bungles, Oodnadatta Track, Birdsville Track, Tanami Track, the Plenty Highway, Gibb River Road, Burke Development Road from Chillagoe to Normanton, Savannah Way from Normanton to Borroloola, Fraser Island\*, Finke Road (between Alice Springs and Oodnadatta), Central Arnhem Road and Arnhem Land in general, and
  - (d) Vehicles are not permitted on the Canning Stock Route, the Old Gunbarrel Hwy, the Lost City in Litchfield Park, the Telegraph section of the road to Cape York, Boggy Hole (Finke Gorge National Park) and the Old South Road from Maryvale to Finke at any time. Travel to Cape York between the months of December to May is not permitted. The Customer is responsible for all damage if travelling on these roads as defined in clause 21.8.
    - \* The Britz 4WD Vehicle is not permitted to travel to Fraser Island where any objects are being stored on the roof of the vehicle. This requirement is legislated and fines, enforced by local authorities are applicable.
- 14.3 We value your well-being, and for safety purposes, Britz reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the hire period. Britz will advise you on pick-up of any travel restrictions known at that time.
- 14.4 Where Britz mandates a change in drop off location, fees as per clause 7 will not apply.
- 14.5 The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of Britz.
- 14.6 The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs.
- 14.7 The Customer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and will contact Britz immediately should vehicle warning lights indicate any potential malfunction.

## 15. MAINTENANCE AND REPAIRS

- 15.1 Britz will reimburse customers for expenditure up to AU\$200 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over AU\$200, Britz will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided

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the Customer was not responsible for the damage. In all cases, GST receipts must be submitted for any repair or the claim will not be paid.

- 15.2 Subject to the terms of the Liability Reduction, 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 Britz for inspection and is subject to a warranty claim on the manufacturer.

## 16. ON ROAD ASSISTANCE

Any problems associated with the Vehicle, including equipment failure, must be reported to Britz within 24 hours in order to give Britz the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Subject to clause 26, Britz reserves the right to not accept liability for any claims submitted after this period.

Please contact Britz on: **1800 331 454** for mechanical and breakdown enquiries. During business hours this free phone number can also be used for Vehicle interior enquiries (to do with Vehicle interior features e.g. fridge) or contact our branches direct during business hours for Vehicle interior enquiries only.

Melbourne: +61 (0) 3 8398 8855  
Brisbane: +61 (0) 7 3868 1248  
Perth: +61 (0) 8 9479 5208

## 17. VEHICLE AVAILABILITY

- 17.1 Vehicles cannot be requested by make or model, only by vehicle category.
- 17.2 Britz will endeavour to supply the vehicle category selected, however should the Vehicle booked be unavailable through unforeseen circumstances, Britz 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. Britz will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required.
- 17.3 Should the Customer decide to take a lesser Vehicle than booked they will not be entitled to any refund.

## 18. LIMIT OF LIABILITY

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

## 19. TITLE TO VEHICLE

The Customer acknowledges that Britz 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.

## 20. FOR YOUR PROTECTION

Personal Injury is covered in most cases through Registration Third Party Insurance. However, we strongly recommend that all people travelling in Australia take out Personal Travel Insurance. Britz does not accept any liability for personal injuries sustained during rental.

## 21. VEHICLE DAMAGE LIABILITY REDUCTION OPTIONS

- 21.1 The Customer understands that:

- (a) the Vehicle is insured for Third Party Vehicle and property damage in the case of the Customer renting both the 4WD Vehicle and the caravan from Britz;
- (b) the Customer will have to pay a Liability in respect of any damage incurred whilst the Vehicle is in the customer's possession;
- (c) the Liability may be reduced by taking out Liability Reduction coverage.
- (d) Insurance and liability options apply to Britz hired Vehicles and do not apply to a private vehicle. Damages, however sustained to the private vehicle and third party property are the hirer's own responsibility in the case of simply hiring the caravan from Britz. Britz is not responsible for any damages caused to or by the private vehicle.
- 21.2 Any Liability Reduction is void, and the Customer will be responsible for the total cost of any damage (as per clause 21.8) if the Customer breaches any of the conditions of clause 14 and 23.
- 21.3 If no Liability Reduction Option is taken, the Customer is responsible for the first AU\$7,500 of the cost of damage as described in clause 21.8 where both the 4WD Vehicle and the caravan is hired from Britz. In the event of simply hiring the caravan the Customer is responsible for the first AU\$5,000 of the cost of damage as described in clause 21.8.
- 21.4 With Liability Reduction Option 1 the Customer is responsible for the first AU\$3,500 of the cost of damage as described in clause 21.8. This option is not applicable to Customers simply hiring the caravan with no 4WD Vehicle from Britz.
- 21.5 With Liability Reduction Option 2 Customer is responsible for the first AU\$500 of the cost of damage as described in clause 21.8. In the case of a Customer simply hiring a caravan where the Bonus Pack has been purchased the liability is NIL subject to clause 23.
- 21.6 The Vehicle Security Deposit applies in respect of each claim, not rental.
- 21.7 The Liability is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. The Vehicle Security Deposit will be refunded only if Britz are successful in recovering the cost of the damages from the Third Party. Please note that Third Party Claims can take months or even years to resolve.
- 21.8 In the case of hiring a 4WD Vehicle with a caravan 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. This also includes the cost of the daily rental rate for the period the vehicle(s) 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. Damages, however sustained to the private vehicle and third party property are the hirer's own responsibility in the case where the Customer is simply hiring a from Britz. Britz is not responsible for any damages caused to or by the private vehicle.

## 22. 4WD EASY COVER PLUS

The 4WD Easy Cover Plus Option is only available with 4WD Vehicle hires with a caravan hire and when Liability Reduction 2 has been purchased. This option is not available to Customers simply hiring a caravan with no 4WD Vehicle from Britz. Britz would like to take this opportunity to remind the Customer that caravans are not permitted off-road.

Subject to clauses 21 and 23 the 4WD Easy Cover Plus Option extends the cover available to include a **NIL** liability for both the 4WD Vehicle and the caravan; Accidental damage sustained to the overhead and underbody sections of the 4WD vehicle and cover for accidental single vehicle roll-over damage to the 4WD Vehicle; cover for accidental damage to the tyres of the 4WD Vehicle and

caravan and front windscreen of the 4WD Vehicle. The customer does not have to pay for damage to tyres such as punctures, cuts, abrasions or damage to the front windscreen of the 4WD Vehicle such as chips, cracks and stars; towing and 4WD Vehicle recovery costs from 4WD roads where permission from Britz is required to travel in advance (see road restrictions section 13.2 (c), for a list of these roads and please note only the 4WD Vehicle can be taken on these roads). Clients requiring vehicle towing and vehicle recovery from a road listed within this section will be responsible for up to AU\$7,500 for towing and vehicle recovery in the event of not having this cover irrespective of the Liability Reduction Cover Option the customer may have.

BRITZ STRONGLY RECOMMENDS OUR CUSTOMERS TAKE LIABILITY REDUCTION OPTION 2 (available in the Bonus Pack) AND IN THE CASE OF 4WD HIRE WITH A CARAVAN, 4WD EASY COVER PLUS FOR TRAVEL WITH COMPLETE PEACE OF MIND.

## 23. EXCLUSIONS

The Customer acknowledges that they are responsible for all costs for the following damage irrespective of Liability Reduction options that may have been taken. Damage as identified below is specifically excluded from any Liability Reduction or 4WD Easy Cover Plus limitation of liability and the Customer remains fully liable for all costs incurred:

- (a) for any damage due to vehicle use in contravention of clause 14 'Use of Vehicle';
- (b) any damage caused by willful 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) for any loss or damage to Personal belongings: Britz recommend the Customer does not leave valuables in the Vehicle and that they take out personal travel insurance;
- (d) if the Customer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the hired Vehicle or Third Party vehicle/property;
- (e) the cost to retrieve or recover a Vehicle which has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;
- (f) the cost to replace keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle;
- (g) overhead and underbody damage to the 4WD vehicle – except where 4WD Easy Cover Plus has been purchased; overhead and underbody damage to the caravan;
- (h) towing and vehicle recovery costs (up to AU\$7,500) from a 4WD road where permission is required in advance from Britz in order to travel (refer to road restrictions 13.2 (c) for a full list of these roads) where the Customer has not purchased 4WD Easy Cover;
- (j) for damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual;
- (k) 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 learners or probationary licence;
- (l) any damage caused to the Vehicle due to the use of snow chains;
- (m) for any cost 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;
- (n) damage however caused to the awning affixed to the caravan;
- (o) If any article or object is tied or carried on the roof section of the caravan;
- (p) Hard items like esky's, boxes etc. are not to be stored in the caravan that may mark the floor and/or fittings;

- (q) No items provided in the Vehicle are to be substituted and/or replaced without permission;
- (r) Damage sustained to caravan tyres and rims outside of normal wear and tear;
- (s) Drivers under the age of 25 years are not permitted to tow the caravan or drive the 4WD Vehicle;
- (t) Caravans cannot be un-hitched from the private vehicle that arrived to collect the caravan and towed by another vehicle that is unknown to Britz and/or where permission has not been sourced in advance for this scenario to take place;
- (u) Any damage caused due to incorrect un-hitching or hitching of the caravan;
- (v) In the case of Britz delivering a caravan to a pre-booked site on behalf of a Customer the caravan cannot be moved from this site by an unknown vehicle;
- (w) The Customer's private vehicle not does comply with the requirements to tow a caravan;
- (x) The Customer does not have comprehensive motor vehicle insurance on the private vehicle and/or the private vehicle is not registered during the hire;
- (y) The 4WD Vehicle and caravan are not permitted above the snowline;
- (z) The rental 4WD Vehicle cannot be used to tow anything but the rental caravan supplied by Britz at any time; and
- (aa) In the case of simply hiring the caravan from Britz damages and/or breakdowns, however sustained to the private vehicle or Third party property are the Customer's own responsibility. Britz is not responsible for any damages to the private vehicle or Third party property in the scenario where the Customer is simply hiring the caravan from Britz.

## 24. VEHICLE SECURITY DEPOSIT

- 24.1 On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit. The Customer authorises Britz to deduct from the Vehicle Security Deposit any amounts due by them to Britz arising out of the agreement. The Vehicle Security Deposit amount is determined by the Liability Reduction Option selected. Only the Customer's credit card is suitable for the purpose of supplying a Vehicle Security Deposit.
- 24.2 If the Customer does not take Liability Reduction Option 1 or Option 2, the Vehicle Security Deposit is AU\$7,500 payable by the Customer's credit card only in the case where a 4WD Vehicle and a caravan are hired. The amount will be debited to the Customer's account immediately. In the case of simply hiring a caravan the Vehicle Security Deposit is AU\$5,000. The amount of AU\$1,500 will be debited to the Customer's account immediately with the remaining funds debited if Vehicle damage occurs.
- 24.3 If Liability Reduction Option 1 has been taken the Vehicle Security Deposit is AU\$3,500 payable by the Customer's credit card only. The amount will be debited to the Customer's account immediately. This option is not applicable if simply a caravan is being hired with no 4WD Vehicle.
- 24.4 If Liability Reduction Option 2 has been taken the Vehicle Security Deposit is AU\$500, payable by the Customer's credit card only. An imprint of the Customer's credit card will be taken for the required Vehicle Security Deposit amount.
- 24.5 The Vehicle Security Deposit is fully refundable provided the Vehicle is returned on time, to the correct location, undamaged, in a clean condition and with full fuel tanks (fuel being petrol, diesel and LPG gas).
- 24.6 Britz reserves the right to retain an AU\$440 soiling fee if the Vehicle is not returned in a clean condition and free of mud. This includes smoking related cleaning, as smoking is not permitted in the vehicle. 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 retained.
- 24.7 Except where the Customer has purchased Pre-purchase Gas Option and/or Pre-purchase Fuel Option, failure to

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return the vehicle with full petrol, diesel and/or LPG tanks will result in refill 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 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 nearest Britz Branch 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 liability (if applicable) 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. The Customer will pay Britz the daily rental rate for the period the Vehicle is off fleet for accident repairs.
4. The Britz Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately 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 Britz branch or pick-up location at their own cost. Britz 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 a change over vehicle as a result of any single Vehicle accident. This charge applies irrespective of any Liability Reduction taken.
5. A new Vehicle Security Deposit will be required for the exchange Vehicle.
6. Britz are not responsible in any way for private Vehicles. The exchange provision is for Customers who have rented Vehicles from Britz.

### (d) Time Frame for Settlement of Customer Liability Claims

1. Britz 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. Britz cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to Britz's Insurer and the Third Party, whether they be insured or not.
2. Britz agrees to refund any Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment relating to Third Party claims.
3. For information regarding outstanding claims or Vehicle Security Deposit refunds please contact the Claims Department on +61 3 8398 8800 during office hours.
4. The Customer agrees to provide all reasonable assistance to Britz 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 Britz. If the Vehicle is un-driveable after an accident and the Customer would like to have a replacement Vehicle, which will be subject to time, distance and availability, the Customer must make his/her own way (at the Customer's expense) to the nearest Britz branch. Should the Customer require a change over vehicle, a new Vehicle Security Deposit is required and this amount is determined by the Liability Reduction Option.

## 26. RELEASE AND INDEMNITY OF BRITZ

- 26.1 The Customer releases Britz, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle.
- 26.2 The Customer hereby indemnifies and shall keep indemnified Britz, 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 Britz in respect of any negligent act by Britz.
- 26.4 Nothing contained in these terms and conditions shall exclude any express or implied conditions, warranties or requirements that cannot be so excluded under the Trade Practices Act or any other corresponding state legislation that may be applicable.

## 27. TOLL AND TRAFFIC OFFENCES

Britz 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, Britz reserves the right to charge an administration fee of up to AU\$60 for associated administration costs. This fee will be applicable per offence.

## 28. RENTAL CHARGES

Total charges as set out in your rental agreement are not final. The Customer will pay any shortfall in charges to Britz and the Customer will receive a refund for any overcharges made by Britz. 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. PAYMENT OF CHARGES – JOINT AND SEVERAL LIABILITY

All charges and expenses payable by the Customer under this Agreement are due on demand by Britz including any collection costs and reasonable legal fees incurred by Britz. When the Customer comprises of more than one person, each person is liable, jointly and severally for all obligations of the Customer pursuant to this Agreement.

## 30. CREDIT AND DEBIT CARD PAYMENT

- 30.1 If a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a Customer.
- 30.2 The following credit or debit cards will be accepted: Visa Card, MasterCard and American Express. A non-refundable 2% administration fee will apply to all Visa and MasterCard transactions. A non-refundable 4.5% administration fee will apply to American Express cards. Credit and debit card administration fees also apply to debited vehicle security deposits. Only the Customer's credit card is acceptable to use for the purpose of the Vehicle Security Deposit.
- 30.3 When payment is made by credit or debit card, the Customer agrees that:

- (a) Britz is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer's credit or debit card issuer all amounts due by the Customer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a Third Party and all other additional charges as they are incurred including all parking and traffic infringement penalties, road toll fines and associated administration costs;
  - (b) the Customer will not dispute his/her liability to Britz for any amount properly due under this Agreement and the Customer shall indemnify and keep indemnified Britz against any loss incurred (including legal costs) by reason of notifying the Customer's credit or debit card issuer of such dispute;
  - (c) in the event that Britz elect to accept payment of the Vehicle Security Deposit by holding a signed and authorised open or debit credit card voucher which is returned to the Customer at the completion of the Rental Period, the Customer agrees that Britz is entitled to recover payment from the Customer's credit or debit card issuer pursuant to paragraph (a) in respect of any amounts due which were not known at the time of return of the voucher; and
  - (d) Britz may process credit or debit card charges pertaining to the rental after the hire period.
- 30.4 The Customer acknowledges that all transactions under this Agreement are conducted in Australian dollars. Due to exchange rate fluctuations and bank fees, there could be some variance between the amount initially debited against the Customer's credit or debit card and the amount refunded. Britz accept no liability for any such variation.

## 31. PERSONAL AND COMPANY CHEQUES

Personal and Company cheques will not be accepted as payment for rentals at the time of pick-up. Personal or Company cheques are not acceptable as the Vehicle Security Deposit.

## 32. CONDITIONAL UPON PAYMENT

The Customer agrees that provision of any rental vehicle is conditional upon Britz being paid by the Travel Agent or Travel Wholesaler who arranged the vehicle rental on the Customer's behalf. Britz reserves the right to collect payment from the Customer in the event of a failure by the Travel Agent or Travel Wholesaler to pay for the rental.

## 33. TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

- 33.1 The Customer acknowledges that Britz 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 14 and 37;
  - (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 Britz reasonably believe that the Vehicle will not be returned on the agreed return date; or
  - (e) Britz considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.
- 33.2 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 or the Vehicle Security Deposit.

## 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 22 days prior to pick-up: No Fee
- 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 for any reason whatsoever: No refund available
- Part cancellations cannot be accepted e.g. if cancelling the caravan or the 4WD Vehicle is also required to be cancelled.

## 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 Britz in connection with this Agreement is true.

## 37. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this Agreement.