

Backpacker Rental Agreement

Terms and Conditions

Australian Campervans

EFFECTIVE 01 APRIL 2010 – 31 MARCH 2011

Thank you for choosing Backpacker. 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.

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 Backpacker. 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 card is presented for payment of the Customer's charges. Refer to clauses 22 and 29 for information about the Vehicle Security Deposit requirements and credit card payments.

'Backpacker' 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.

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 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.

3.2 Minimum rental period is **5 days** with the exception of the Backpacker Breezer, which has a 3-day minimum if the pick up, and return location are the same. All rentals between 15 December and 5 January are subject to a minimum 7-day rental period. Minimum rental period for one-way rentals can vary depending on location and Vehicle type. 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 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.

4.3 The Customer acknowledges that Backpacker 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.

5) BRANCH HOURS OF OPERATION

Backpacker branches are open 7 days per week. Branches are closed Christmas Day (25 December). The Brisbane, Ballina/Byron Airport, Sydney (Mascot), Melbourne, Adelaide and Perth branches are open from 7:30am to 4pm, September to April, and 10am to 4pm, May to August. The Alice Springs, Darwin and Cairns branches are open from 7:30am to 4pm, May through to October, and 10am to 4pm, November to April. Vehicles are requested to be returned and/or collected by 3:30pm.

The Sydney Downtown office (Williams St) can facilitate Backpacker Breezer bookings only for vehicle collection. No vehicles can be returned to this location. This office is open Monday to Saturday 10:00am to 5:30pm and Sunday 10am to 3:30pm between the months of September through to April. From May through to August, the office is open Monday to Saturday 10:00am to 4:30pm and is closed Sundays. Last vehicle collections are an hour before closing.

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 Backpacker Campervans branch.

The Backpacker Breezer vehicle is not available to/from the Alice Springs branch.

6) 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\$700 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.

7) LATE DROP-OFFS

7.1 If the Customer wishes to drop-off the Vehicle after business hours, they must first get approval from the destination branch.

7.2 Subject to approval, a fee of AU\$150 is applicable and the Customer will be required to pay an extra day's Excess Reduction Premium (based on the Excess Reduction Option selected) as they will be held responsible for the Vehicle up until the time that it is checked in by a Backpacker staff member.

8) RENTAL EXTENSION

8.1 If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Backpacker. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension.

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 Excess Reduction 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.

9) AIRPORT CONCESSION FEE

An airport concession fee applies for hires with pick-up or drop-off from airport locations. Fees vary between airports and are subject to change. Details of charges can be obtained upon booking or from the Customer Service Representative upon pick-up.

10) ONE-WAY RENTALS

10.1 One-way rentals are available between all branch locations with the exception of the Backpacker Breezer, which is only available from and to Melbourne, Sydney, Brisbane, Ballina/Byron Airport, Adelaide, Perth, Darwin and Cairns.

10.2 One-way Fees: Where the minimum rental period is 7 days, an AU\$250 one-way fee applies (except for travel between Alice Springs and Darwin where the one way fee is AU\$350). Where the minimum rental period is 14 or more days, an AU\$350 one-way fee applies.

11) MULTIPLE RENTALS

Should a Customer have more than one rental, the bookings can be combined to qualify for longer-term hire discounts. Backpacker Campervan hire in Australia and New Zealand and/or car hire in New Zealand can be combined to qualify if travel is within a 3-month period.

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**back
packer**
campervan & car rentals

12) LICENCE

12.1 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.

12.2 An extra driver fee applies for each additional drivers licence details added to the rental agreement.

13) AGE RESTRICTIONS

Drivers must be 21 years of age or over with the exception of drivers hiring the Backpacker Breezer and Backpacker Nomad vehicles. These drivers may have a minimum age of 18 years. A medical certificate stating that the customer is fit to drive the vehicle they have booked for the duration of the hire is required for drivers over the age of 75.

14) USE OF THE 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 and the customer will be responsible for the first AU\$7,500 of the cost of damage as described in clause 20.8 regardless of fault. The AU\$7,500 is debited from the Customer's credit card immediately upon notification of accident to Backpacker. 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;
- (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 tow any vehicle or trailer;
- (g) used to carry passengers or property for hire or reward;
- (h) 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;
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and
- (j) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

14.2 Road restrictions apply as follows:

- (a) 2WD 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 two kilometres in length to recognised commercial campgrounds.
- (b) 4WD vehicles can be driven on recognised unsealed tracks.

(c) Vehicles are NOT permitted to travel to the following areas: Simpson Desert, Strzelecki Track, Gunbarrel Highway, the Old Gunbarrel Hwy, Cape York, the Bungle Bungles, Oodnadatta Track, Birdsville Track, Tanami Track, the Plenty Highway, the 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, Arnhem Land in general, Gibb River Road, Canning Stock Route, the Lost City in Litchfield Park, Boggy Hole (Finke Gorge National Park) and the Old South Road from Maryvale to Finke. The Customer is responsible for all damage if travelling on these roads as defined in clause 20.8.

14.3 We value your well-being, and for safety purposes, Backpacker 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. Backpacker will advise you on pick up of any travel restrictions known at that time.

14.4 Where Backpacker mandates a change in drop off location, fees as per clause 6 will not apply.

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

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 Backpacker immediately should vehicle warning lights indicate any potential malfunction.

15) MAINTENANCE AND REPAIRS

15.1 Backpacker 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, Backpacker will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted 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.

15.2 Subject to the terms of the Excess 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 Backpacker 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 Backpacker within 24 hours in order to give Backpacker the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Subject to clause 24, Backpacker reserves the right to not accept liability for any claims submitted after this period. Please contact Backpacker on 1800 670 232.

17) VEHICLE AVAILABILITY

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

17.2 Backpacker will endeavour to supply the vehicle category selected, however should the Vehicle booked be unavailable through unforeseen circumstances, Backpacker 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. Backpacker 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) TITLE TO VEHICLE

The Customer acknowledges that Backpacker 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.

19) 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. Backpacker does not accept any liability for personal injuries sustained during rental.

20) VEHICLE DAMAGE – EXCESS REDUCTION OPTIONS

20.1 The Customer understands that:

- (a) the Vehicle is insured for Third Party Vehicle and property damage;
- (b) the Customer will have to pay an Excess in respect of any damage incurred whilst in the customer's possession;
- (c) the Excess may be reduced by taking out Excess Reduction coverage.

20.2 Any Excess Reduction is void, and the Customer will be responsible for the total cost of any damage (as per clause 20.8) if the Customer breaches any of the conditions of clause 14 and 21.

20.3 If no Excess Reduction Option is taken, the customer is responsible for the first AU\$3,500 (2WD Campervans) and the first AU\$5,000 (4WD Campervans) of the cost of damage as described in clause 20.8.

20.4 With Excess Reduction Option 1 the Customer is responsible for the first AU\$1,500 (2WD Campervans) and the first AU\$2,500 (4WD Campervans) of the cost of damage as described in clause 20.8.

20.5 With Excess Reduction Option 2 the hirer will not have to pay an excess for any damage to the vehicle, subject to clause 21.

20.6 The Excess applies in respect of each claim, not rental.

20.7 The Excess 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 Backpacker is 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.

20.8 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. This also includes the cost of the daily rental rate for the period the vehicle is off fleet for repair.

20.9 Backpacker offers an option to purchase Tyre and Windscreen cover. This option can only be taken in addition to Excess Reduction Option 2 and is only available with campervan hire. Subject to clauses 20 and 21, where Tyre and Windscreen cover is purchased, the hirer will not have to pay for accidental tyre and windscreen damage.

BACKPACKER STRONGLY RECOMMENDS OUR CUSTOMERS TAKE EXCESS REDUCTION OPTION 2 AND TYRE AND WINDSCREEN COVER FOR TRAVEL WITH COMPLETE PEACE OF MIND.

21) EXCLUSIONS

The Customer acknowledges that they are responsible for all costs for the following damage irrespective of Excess Reduction options that may have been taken. Damage as identified below is specifically excluded from any Excess Reduction or Tyre and Windscreen Cover 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: Backpacker recommends 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) for any costs relating to overhead or underbody damage to the Vehicle however caused;
- (h) 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;
- (i) any damage caused to the Vehicle due to the use of snow chains;
- (j) for damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual;
- (k) tyre and windscreen damage unless Tyre and Windscreen cover has been purchased in which case accidental damage to tyres and windscreen is covered; and
- (l) the Customer will be liable 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.

22) VEHICLE SECURITY DEPOSIT

22.1 On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit. The Customer authorises Backpacker to deduct from the Vehicle Security Deposit any amounts due by them to Backpacker arising out of the

agreement. The Vehicle Security Deposit amount is determined by the Excess Reduction Option selected. Only the Customer's credit card is suitable for the purpose of supplying a Vehicle Security Deposit.

22.2 If the Customer does not take Excess Reduction Option 1 or Option 2, the Vehicle Security Deposit is AU\$3,500(2WD Campervans) AU\$5,000 (4WD Campervans) payable by credit card only. The amount will be **debited** to the Customer's account immediately.

22.3 If Excess Reduction Option 1 has been taken the Vehicle Security Deposit is AU\$1,500 (2WD Campervans) AU\$2,500 (4WD Campervans) payable by credit card only. The amount will be **debited** to the Customer's account immediately.

22.4 If Excess Reduction Option 2 has been taken the Vehicle Security Deposit is AU\$220 (2WD Campervans) or AU\$500 (4WD Campervans), payable by credit card only. An **imprint** of the Customer's credit card will be taken.

22.5 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).

22.6 Backpacker reserves the right to retain an AU\$220 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.

22.7 Except where the Customer has purchased Pre-purchase Gas Option and/or Pre-purchase Fuel Option, failure to return the vehicle with full petrol, diesel and/or LPG tanks will result in refill charges.

23) 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 Backpacker 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 Excess (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 Backpacker the daily rental rate for the period the vehicle is off fleet for accident repairs.
4. The Backpacker 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 Backpacker branch or pick up location at their own cost.
3. Backpacker 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 Excess Reduction taken.
5. A new Vehicle Security Deposit will be required for the exchange vehicle.

(d) Time frame for settlement of customer excess claims

1. Backpacker 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. Backpacker cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to Backpacker's Insurer and the Third Party, whether they be insured or not.
2. Backpacker 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 Backpacker 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 Backpacker. 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 Backpacker branch. Should the Customer require a change over vehicle, a new Vehicle Security Deposit is required and this amount is determined by the Excess Reduction Option.

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24) RELEASE AND INDEMNITY OF BACKPACKER

24.1 The Customer releases Backpacker, 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.

24.2 The Customer hereby indemnifies and shall keep indemnified Backpacker, 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.

24.3 Any indemnity required of the Customer shall not operate to indemnify Backpacker in respect of any negligent act by Backpacker.

24.4 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.

25) INFRINGEMENTS

Backpacker reserves the right to charge the hirer for any speeding, toll way or parking fines, and/or vehicle damage including Third Party property damage not reported on return of the vehicle. In addition to these costs Backpacker, reserve the right to charge for associated administration costs for processing the fines (irrespective of excess) and/or all claims in the event of the Customer not having a NIL excess. In addition to the costs associated per fine and/or claim, an administration fee of AU\$60 will be applicable.

26) RENTAL CHARGES

Total charges as set out in your rental agreement are not final. The Customer will pay any shortfall in charges to Backpacker and the Customer will receive a refund for any overcharges made by Backpacker. 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.

27) 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 is charged to the Customer upon vehicle collection.

28) PAYMENT OF CHARGES – JOINT AND SEVERAL LIABILITY

All charges and expenses payable by the Customer under this Agreement are due on demand by Backpacker including any collection costs and reasonable legal fees incurred by Backpacker. 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.

29) CREDIT CARD PAYMENT

29.1 If a credit card is presented as payment, the credit card holder will be jointly and severally liable as a Customer.

29.2 The following credit cards will be accepted: Visa Card and MasterCard. A non-refundable 2% administration fee will apply to all Visa

and MasterCard transactions. Credit card administration fees also apply to **debited** Vehicle Security Deposits. Only the Customer's credit card is acceptable to use for providing the required Vehicle Security Deposit.

29.3 When payment is made by credit card, the Customer agrees that:

- (a) Backpacker is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer's credit 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 Backpacker for any amount properly due under this Agreement and the Customer shall indemnify and keep indemnified Backpacker against any loss incurred (including legal costs) by reason of notifying the Customer's credit card issuer of such dispute;
- (c) in the event that Backpacker elect to accept payment of the Vehicle Security Deposit by holding a signed and authorised open credit card voucher which is returned to the Customer at the completion of the Rental Period, the Customer agrees that Backpacker is entitled to recover payment from the Customer's credit 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) Backpacker may process credit card charges pertaining to the rental after the hire period.

29.4 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 card and the amount refunded. Backpacker accepts no liability for any such variation.

30) 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.

31) CONDITIONAL UPON PAYMENT

The Customer agrees that provision of any rental vehicle is conditional upon Backpacker being paid by the Travel Agent or Travel Wholesaler who arranged the vehicle rental on the Customer's behalf. Backpacker 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.

32) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

32.1 The Customer acknowledges that Backpacker may terminate this Agreement and 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 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 Backpacker reasonably believe that the Vehicle will not be returned on the agreed return date; or
- (e) Backpacker considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

32.2 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.

33) 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.

The cancellation fees are:

If cancelled up to 22 days prior to pick-up:
No Fee

If cancelled from 21–7 days prior to pick up:
20% of Gross Rental

If cancelled 6 – 1 days prior to pick up:
50% of Gross Rental

On day of pick up or no show:
100% of Gross Rental

If Vehicle is returned early for any reason whatsoever: *No refund available*

34) PROPER LAW

This Agreement is governed by the laws of the state of Victoria.

35) CUSTOMER WARRANTIES

The Customer warrants that all information supplied by them to Backpacker in connection with this Agreement is true.

36) 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.

FREECALL 1800 670 232

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