

# LET'S GO MOTORHOMES RENTAL AGREEMENT TERMS AND CONDITIONS

Effective from 01 April 2018



This rental agreement is made between Let's Go Motorhomes (herein referred to as the Owner) and the person or company signing the Rental Agreement (herein referred to as the hirer) whose particulars are recorded in the Rental Agreement.

It is hereby agreed that:

## TERMS OF HIRE

1. The owner agrees to let and the hirer agrees to rent the motor vehicle as described for the hire duration as stipulated in the Rental Document.

## DRIVER

2. The vehicle may only be driven during the term of hire by the persons named on the Rental Agreement. The driver/s agree and acknowledge that:

- a) A full (non-probationary) resident country driver's licence must be presented at the time of rental for each nominated driver and that the driver has been licenced for at least 12 consecutive months. If the licence is not in English format, an international driver's licence is also required.
- b) The minimum driver age is 21 years. The maximum driver age is 80 years.

## RENTAL PAYMENTS

3. All rental charges must be paid in full a minimum of 35 days prior to pick up. This can be paid via Credit Card (Visa or Mastercard) or Account Transfer (paid in Australian dollars, must be received by due date).
4. Rental payments can only be made by Visa Card, MasterCard, International Funds Transfer or Electronic Funds Transfer.
5. All Liability Deposits must be paid by either Visa Card or MasterCard and may not be split between multiple cards.

No vehicle shall be released under any circumstances until the rental payment and liability deposit is paid in full.

6. The customer acknowledges that all transactions under this Agreement are conducted in Australian dollars. Due to exchange rate fluctuations, foreign currency transaction fees and international bank fees, there could be some variance between the amount initially debited against the Customer's credit card or debit card and the amount refunded. Let's Go Motorhomes accept no liability for any such variation or any interest charges incurred on such amounts.

It is the hirer's responsibility to ensure that the credit card provided to the owner, has sufficient funds and daily transaction limits to allow payments to be taken as a single transaction.

## ADDITIONAL CHARGES

7. One Way Fees apply to all One Way Rentals. This includes rentals to and from but not limited to:

- a) Brisbane/Sydney/Melbourne = \$255
- b) Coffs Harbour/ Newcastle = \$295
- c) Adelaide = \$295
- d) Cairns = \$295
- e) Perth = \$495
- f) Darwin = \$800

8. All prices are quoted in Australian dollars.

9. Fees include GST.

*Note: fees are subject to change without notice.*

## MINIMUM DURATION & KILOMETRES

10. Minimum rental duration is 7 days. Shorter durations may be available upon application. Minimum rental durations may increase seasonally at Let's Go Motorhomes discretion.

11. All Rental rates are based on unlimited kilometres.

## CALCULATION OF RENTAL DAYS

12. All rentals are calculated per calendar day. When calculating the number of days a vehicle is rented, the day of pick up is counted as day one of the rental, regardless of pick up time.

13. The day of the vehicles return is counted as the final day of the rental. When a rental moves from one rate season to the next, the calculation is based on both rates.

## CHANGE OF DROP-OFF DESTINATION

14. Authorisation must be obtained for a change of drop-off destination after your rental has commenced. The owner cannot guarantee that any such authorisation will be granted. If authorisation is granted, the hirer will be required to meet the cost of relocating the vehicle to the relevant location at a minimum charge of \$700.

## RENTAL EXTENSION

15. Authorisation must be obtained from the owner if the hirer wishes to extend their rental after the rental period has commenced. The owner cannot guarantee that any such authorisation will be granted.

16. If authorisation is granted, payment for the extended number of rental days must be made prior to the confirmation of the rental extension. Payment can be made direct to your nearest depot or via fax or email credit card authorisation.

## CHANGE OF VEHICLE

17. The owner reserves the right to substitute a comparable or superior vehicle in extreme circumstances. This shall not constitute a breach of contract and does not entitle the renter to any refund whatsoever.

18. If the hirer decides to take a lesser vehicle than booked within 14 days of pick up or during the rental then they will not be entitled to any refund.

## BRANCH HOURS FOR PICK-UP AND DROP OFF

19. The hirer can pick up and drop off the motorhome at the following locations:

- a) Melbourne, Brisbane, Adelaide, Cairns, Perth and Sydney.
- b) Monday to Friday 8.30am to 3.00pm.
- c) Saturdays by prior arrangement between 9.00am and 2.00pm.
- d) Sundays & Public Holidays by prior arrangement and then only between 9.00am and 2.00pm at a cost of \$100.
- e) Agencies in Coffs Harbour, Newcastle and Darwin operate between 8:30am and 3:00pm Monday to Friday only and will be closed on weekends and public holidays.

## RETURNS

20. The hirer agrees to return the vehicle to the owner to the place and on the date and time shown on the Rental Agreement unless the hirer otherwise informed the owner of a change prior to the return date and the owner has agreed to the change. The vehicle must be returned in the same condition as it was at the commencement of the Rental Period (fair wear and tear excepted).

21. If the hirer does not comply with this clause and fails to immediately return the vehicle as per the Rental Agreement, the owner may report the vehicle as stolen to the Police and the hirer must compensate the owner for either the full cost of the vehicle, or all additional costs and losses incurred up to the time that the vehicle is recovered by the owner.

## EARLY RETURNS

22. There are no refunds for vehicles returned earlier than the agreed term on the Rental Agreement.

## LATE RETURNS

**23.** The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the agreed rental location, or obtain the owner's consent to the continuation of the hire. A Late Return fee and additional rental charges, including liability reduction fee, will be charged to the hirer's credit card if the hirer fails to return the vehicle on the date and by the time shown on the Rental Agreement, or an alternative return date and time as agreed with the owner.

## AMENDMENT AND CANCELLATION CHARGES

**24.** The owner reserves the right to charge the hirer a \$75.00 Amendment Fee for all amendments after a booking deposit has been paid or a confirmation has been issued.

**25.** Cancellations must be notified in writing to the owner at 11/10 Pioneer Avenue, Thornleigh NSW 2120; Fax: +61 2 9481 7788; Email [reservations@letsгомotorhomes.com](mailto:reservations@letsгомotorhomes.com) The following CANCELLATION FEES will apply for all cancellations after confirmation of booking or payment of deposit:

- a) A \$75.00 minimum cancellation administration fee will apply to all cancellations;
- b) Cancellation within 30 days prior to pick-up: \$500.00;
- c) Cancellation within 7 days prior to pick-up: \$500.00 or 50% of the rental cost (whichever is greater); and
- d) If cancelled on day of pick-up or a No Show: 100% of the full rental charge will apply.

Note: an amendment of the booking dates or vehicle type after a booking has been confirmed may be treated as a cancellation and the appropriate fees will apply.

## ROAD AND DESTINATION RESTRICTIONS

**26.** The hirer may drive the vehicle in all states; however, restrictions apply depending on road types and standards. All vehicles can only be driven on recognised (roads shown on maps) sealed roads.

**27.** All Campervans & Motorhomes are restricted to bitumen roads only. All Liability Deposits and refundable money is waived if the above restrictions are breached. Any damage and/or recovery costs are the hirer's responsibility.

## REPAIRS

**28.** If your motorhome requires any repairs or tyre replacement you must advise the owner immediately and seek authorisation prior to any repair work proceeding. The hirer shall not arrange or undertake any repairs without the owner's authority except to the extent that repairs are necessary to prevent further damage to the vehicle or to other property.

**29.** The owner undertakes to reimburse the hirer for expenses reasonably incurred in rectifying any authorised problems on presentation of the relevant receipts. Note: *Defective parts or damaged tyres must be returned to our office for inspection.*

**30.** Our liability for any delays incurred in the course of damage or defect to the vehicle will be limited to the refund of hire charges for any days lost. We will not accept responsibility for any out of pocket expenses in the case of a breakdown or time lost for repairs. We strongly recommend Travel Insurance to all clients.

## BREAK DOWN SERVICE

**31.** A national 24 hour 7 days per week, emergency roadside assistance service is included for all inherent mechanical faults related to the vehicle specified in the Rental Agreement.

**32.** If a vehicle requires repair or replacement, the decision to supply another vehicle to the hirer is at the owner's sole discretion.

## TRAFFIC, PARKING AND TOLL WAY INFRINGEMENTS

**33.** All penalties related to traffic, toll and or parking offences are the responsibility of the hirer and the owner.

The owner reserves the right to charge the hirers credit card for any traffic/toll and/or parking offence infringement fees incurred including any administrative fees whilst the vehicle is rented by the hirer.

**34.** The owner undertakes, in the event that the owner receives notice of parking, toll and traffic offences incurred by the hirer to make all reasonable attempts to contact the hirer in relation to the notices and to provide the necessary information to the relevant issuing authority for such notices to be directed to the hirer.

**35.** The hirer undertakes to advise the owner upon return of the vehicle if they are aware of any pending fines/toll usage or parking infringements.

**36.** \$65.00 administration cost for processing each speeding and parking fine will apply.

**37.** \$30.00 administration cost for processing each toll way fine will apply, plus the cost of the toll.

**38.** The owner offers all hirers the option to purchase from Let's Go Motorhomes, an Australia wide toll pass prior to departure, allowing unlimited toll usage for the duration of the rental.

## VEHICLE DAMAGE – LIABILITY & LIABILITY REDUCTION OPTIONS

**39.** There are 3 (three) Damage Liability Reduction options available: Platinum Package; Silver Package; Bronze package. The Damage Liability Reduction fees are additional to all quoted rental rates.

### A) BRONZE PACKAGE

Bronze package is included in the daily rental rate.

Maximum liability in the event of an accident of \$6,000.00.

Does not include cover for windscreen or tyre damage, underbody damage or overhead damage.

### B) SILVER PACKAGE

Cost – Hi Top Campervans = \$26.00 per day (Maximum premium payable per rental: \$1,250.00).

Cost – Motorhomes = \$30.00 per day (Maximum premium payable per rental: \$1,500.00).

Reduces liability in the event of an accident to \$2,000.00.

Does not include cover for windscreen or tyre damage, underbody damage or overhead damage.

### C) PLATINUM PACKAGE

Cost – Hi Top Campervans = \$45.00 per day (Maximum premium payable per rental: \$2,200.00).

Cost - Motorhomes = \$65.00 per day (Maximum premium payable per rental: \$2,600.00).

Reduces liability in the event of an accident to NIL (\$0) and includes 1x Windscreen & 2 Tyre replacements.

Does not include underbody damage or overhead damage.

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 the costs of the daily rental rate for the period the vehicle is being repaired. In addition to the costs associated with the Damage, a processing fee of \$75.00 and associated damage assessment fees will be applicable per claim.

## LIABILITY DEPOSIT

**40.** A Liability deposit is required to be lodged on the day of departure by Visa Card or MasterCard only (cash or cheque not accepted). The liability deposit is refundable providing the Motorhome is returned on time, to the agreed location, with fuel and gas full, in a clean condition, with no damage or items missing and in accordance with the Rental Agreement. The Liability Deposit are;

- a) BRONZE Option: \$6,000.00 payable by credit card
- b) SILVER Option: \$2,000.00 payable by credit card
- c) PLATINUM Option: \$250.00 payable by credit card

## LIABILITY EXCLUSIONS

**41.** The hirer acknowledges that the following events are NOT covered by any of the Liability Options and are the hirer's responsibility at all times, included but not limited to:

- a) Damage caused where the terms of the Rental Agreement have been breached. Broken, cracked or chipped windscreen (except for PLATINUM Option refer 39.c).
- b) Damage to tyres (except for PLATINUM Option refer 39.c).
- c) Damage caused by intentional, neglectful or wilful acts.
- d) Damage caused to the vehicle in any way by part or total water submersion or salt water.
- e) Damage to the vehicles interior.
- f) Damage to the overhead or underbody of the vehicle including the air-conditioning unit, TV & Wi-Fi antenna and awning. Overhead damage is any damage to the vehicle above the top of the windscreen line.
- g) Damage and third party damage caused by or arising out of the vehicle's use on an unsealed surface or restricted roads.
- h) Damage caused whilst driving under the influence of alcohol or drugs.
- i) Damage caused while in breach of traffic legislation.
- j) Damage or loss caused to any personal belongings.
- k) Overhead damage caused to the vehicle or to the property of any third party resulting from such overhead damage.
- l) Damage caused and any recovery costs if the vehicle becomes bogged or stranded caused by driver error.
- m) Any time the vehicle was being driven on any unformed road and/or roads other than bitumen, including but not limited to beaches, driveways, or any surface likely to damage the vehicle.
- n) Damage caused by any person not listed as a driver on the Rental Agreement.
- o) The owner reserves the right to restrict vehicle movements and the availability of PLATINUM and SILVER options in certain areas due to adverse road or weather conditions.
- p) The damage liability fee applies to each incident, not per rental.
- q) To any fine or penalty imposed as a result of prosecution for breach of any law.

**DAMAGE LIABILITY AND ACCIDENT NOTES**

**42.** Liability reduction fees cover one accident only - in the event of an accident an additional Liability Deposit will be collected for the completion of the balance of the rental days. The loss or theft of personal belongings or damage sustained to the vehicle's interior fittings or equipment is not covered.

**43.** If the vehicle is involved in an accident and the vehicle is unable to be driven and the owner decides to provide the hirer with a replacement vehicle, the hirer will be required to pay an additional liability reduction fee & lodge a separate liability deposit.

**HIRERS OBLIGATIONS**

- 44.** The hirer shall ensure that:
- a) All reasonable care is taken when driving and parking the vehicle.
  - b) The tyres are maintained at their proper pressure.
  - c) The vehicle is locked and secure at all times. When the vehicle is not in use, the keys must be kept with the hirer at all times.
  - d) The vehicle must not be interfered with, including distance recorder, speedometer, engine, transmission, braking or suspension.
  - e) Should a warning light be illuminated or the hirer believes the vehicle requires mechanical attention, the hirer will cease driving the vehicle and advise the owner immediately in accordance with clause 28 of the terms and conditions.
  - f) The authorised driver of the vehicle carries their drivers licence with them at all times and will produce their licence on demand to any enforcement agency.

**OWNERS OBLIGATIONS**

**45.** The owner shall supply the vehicle to the hirer in a safe and roadworthy condition, up to the Certificate of Roadworthy standards.

**CLEANING FEE**

**46.** A cleaning fee will be charged if the vehicle is not returned in the same condition it was hired. Charging of such fees will be at the Depot Manager's discretion. The vehicle must be returned with the toilet and grey water emptied or charges will apply. Smoking is strictly prohibited in all vehicles and penalties apply if the hirer breaches this provision.

**PETS AND ANIMALS**

**47.** Pets are not permitted in our vehicles, with the exception of guide dogs. The hirer must obtain consent from the owner if the hirer has a guide dog.

**RELOCATION RENTALS**

**48.** Relocation rentals are subject to availability. Drivers must be aged between 21 to 80 years in accordance with clause 2 c) of the terms and conditions.

**49.** Number of days and kilometre restrictions apply.

**50.** Liability reduction is limited to \$1,000.00 for Hi Top Campervans and \$2,000.00 for Motorhomes. No other liability reduction option is available for relocation rentals.

**51.** A Liability deposit of \$1,000.00 for Hi Top Campervans and \$2,000.00 for Motorhomes must be paid by credit card upon pick up. The Liability deposit will be refunded at drop off providing all the terms and conditions of the rental contract have been met. Cancellation within 7 days of booking will be subject to a \$500.00 cancellation fee.

**ADDITIONAL NOTE**

The owner reserves the right to refuse any rental at its discretion.

**PRIVACY ACT**

The information requested from the hirer is to enable the owner to assess the hirers request to hire a vehicle from the owner. The hirer does not have to supply this information to the owner, however if the hirer does not, then the owner is unable to rent the vehicle. The hirer acknowledges that the owner will collect, hold and use the hirer's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by the owner.

The hire further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the hirer defaults in the payment of any monies owing to the owner, or other parties involved in an accident with the vehicle while on hire to the hirer, or any organisations responsible for the processing or handling of traffic related infringements and the hirer hereby authorises the disclosure of their personal information for such purposes.

**DISCLAIMER**

Rental rates, insurance rates and terms and conditions are subject to change without notice. Vehicles and illustrations shown may be different to the actual vehicle offered due to modifications and/or upgrades.

