

# Terms & Conditions



## Rental Agreement

1. This Rental Agreement comprises the Schedule and these Terms and Conditions.

## Your Consumer Rights

- Any rights granted to you in the Rental Agreement are in addition to Your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law.
- Your rights as a consumer under applicable consumer protection legislation are not modified, restricted or excluded by this Rental Agreement.
- You can find out more about your rights as a consumer under applicable consumer protection legislation by obtaining independent legal advice or, as is applicable, from Western Australia's Department of Mines, Industry Regulation and Safety – Commerce or the Australian Competition and Consumer Commission.

## Interpretation

5. Where a word or phrase is expressed in this Rental Agreement to have a particular meaning, then:

- Other parts of speech and grammatical forms of that word or phrase having corresponding meanings; and
- the singular includes the plural and vice versa.

- An obligation expressed in this Rental Agreement to apply to two or more parties binds each and all of them.
- No rule of construction applies to disadvantage a party because that party was responsible for the preparation of or did prepare this Rental Agreement.
- Monetary amounts and payments referred to in this Deed are, and must be made in, Australian Dollars.

## Definitions

9. In this Rental Agreement:

- Accident** means an unintended act, omission or occurrence that results in Damage.
- Authorised Driver** means each Authorised Driver specified in the Schedule.
- Bond** means the \$5,000.00 that may be paid by You pursuant to clause 19(a) or 23 below.
- Camping Accessories** means, subject to clause 41, the Camping Accessories specified in the Schedule and any other accessory supplied to You by 4xploring Rentals, which may include a rooftop tent, mattress, linen, refrigerator, gas burner, cookware, cutlery, tableware, utensil, table or chair.
- Damage** means any and all loss, theft, or damage of or to the Vehicle or the Camping Accessories that first occurs during the Term irrespective of the cause.
- day** means calendar day.
- Excess** means, subject to Your 4WD Explore Coverage Benefits (if any), the greater of the excess or deductible specified in:
  - 4xploring Rentals' applicable insurance contract that provides indemnity to 4xploring Rentals for damage, loss, cost or liability up to the amount specified in the Schedule; or (ii) the Schedule..
- 4WD Camper Vehicle (Premium)** means the vehicles that 4xploring Rentals determines, in its absolute discretion, are 4WD Camper Vehicle (Premium) category vehicles.
- 4WD Camper Vehicle (Standard)** means the vehicles that 4xploring Rentals determines, in its absolute discretion, are 4WD Camper Vehicle (Standard) category vehicles.
- 4XPLORE 4WD Coverage Benefits** means the applicable benefits specified in Table 1, to the extent that they apply.
- 4XPLORE 4WD Coverage Fee Rate** means the applicable 4XPLORE 4WD Coverage Fee Rate specified in Table 1.
- 4XPLORE 4WD Coverage Fee** means the fee that You must pay to 4xploring Rentals pursuant to:
  - clause 19(b), which shall be the lesser of:
    - the amount calculated by multiplying the 4XPLORE 4WD Coverage Fee Rate by the number of days that comprise the Term.

For clarity, you must pay the 4XPLORE 4WD Coverage Fee for each day of the Term including the days that are the Time Out, Time In and last day of the Term (if it is not the Time In), notwithstanding that You may not possess the Vehicle or Camping Accessories for the 24 hours that comprise the day(s) of the Time Out, Time In or last day of the Term (if it is not the Time In); or
  - the applicable capped amount specified in Table 1 below; or
- clause 33(g)(ii) below, which shall be the lesser of:
  - the amount calculated by multiplying the 4XPLORE 4WD Coverage Fee Rate by the number of days that remain in the Term after an event referred to in clause 33(a) or 33(b) occurs.

For clarity, you must pay the 4XPLORE 4WD Coverage Fee for each day of the Term including the days that are the Time In and last day of the Term (if it is not the Time In), notwithstanding that You may not possess the Vehicle or Camping Accessories for the 24 hours that comprise the day(s) of the Time In or last day of the Term (if it is not the Time In); or
  - the applicable capped amount specified in Table 1 below.

(m) **4xploring Rentals** means JJGM Group Pty Ltd trading as 4xploring Rentals.

(n) **Fuel** means the fuel specified in the Schedule or, if no fuel is specified in the Schedule, the fuel specified in the Vehicle's owner's manual published by the Vehicle's manufacturer.

(o) **GST** has the meaning used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(p) **include** is not a word of limitation.

(q) **Irrevocable Credit Card Pre-authorisation** means a written irrevocable authorisation, in a form to be determined solely by 4xploring Rentals that is executed by You and permits 4xploring Rentals to withdraw from Your bank account and pay to 4xploring Rentals the amount required by clause 31(a) or 33(g) below (as is applicable).

(r) **Landcruiser 300** means Toyota Landcruiser 300 series.

(s) **Loss** means any and all loss (including Loss of Use and liability for Excess), damage, expense, cost or liability suffered or incurred by 4xploring Rentals that is caused by, contributed to by or any way connected with or related to any or all of:

- any Damage;
- an Accident;
- Your, or any Vehicle driver's, act(s) or omission(s); or
- Your breach of this Rental Agreement.

(t) **Loss of Use** means any and all loss (including any loss of profit), damage, expense, cost or liability suffered or incurred by 4xploring Rentals by reason of it being unable to use, or having to repair or replace, the Vehicle or Camping Accessories.

(u) **person** means a natural person, partnership, body corporate, authority or other legal entity.

(v) **Port In** means the Port In stated in the Schedule.

(w) **Port Out** means the Port Out stated in the Schedule.

(x) **PPSR** means the Personal Properties Securities Register established by the *Personal Property Securities Act 2009* (Cth).

(y) **Privacy Policy** means 4xploring Rentals' Privacy Policy displayed on [www.4xploringRentals.au](http://www.4xploringRentals.au) as it was when this Rental Agreement was struck.

(z) **Rent** means the amount payable by You to 4xploring Rentals for Your hire of the Vehicle and Camping Accessories, which shall be calculated by multiplying the Rent Daily Rate by the number of days that comprise the Term.

For clarity, you must pay Rent for each day of the Term including the days that are the Time Out, Time In and last day of the Term (if it is not the Time In), notwithstanding that You may not possess the Vehicle or Camping Accessories for the 24 hours that comprise the day(s) of the Time Out, Time In or last day of the Term (if it is not the Time In).

(aa) **Rent Daily Rate** means the Rent Daily Rate specified in the Schedule.

(bb) **Rental Agreement** means Your agreement with 4xploring Rentals regarding the Vehicle and Camping Accessories.

(cc) **Schedule** means the document titled 'Rental Agreement Schedule' which forms part of this Rental Agreement.

(dd) **Supply** means a supply pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(ee) **Term** means the period that:

- commences on the Time Out; and
- at 4xploring Rentals' absolute discretion, ends on either the:
  - Time In; or
  - date and time that the Vehicle and all of the Camping Accessories are returned to 4xploring Rentals at the Port In.

(ff) **Time In** means the Time In stated in the Schedule.

(gg) **Time Out** means the Time Out stated in the Schedule.

(hh) **Vehicle** means, subject to clause 41, the vehicle specified in the Schedule along with any and all tools, components, keys, keyless start devices, remote control devices, audio equipment, manufacturer's standard tools and accessories, and nonstandard items, tools or equipment supplied with or fitted to the Vehicle but excluding the Camping Accessories.

(ii) **You** means each of the persons specified as You in the Schedule and, where there is more than one, each of those persons jointly and severally.

## Hire

10. 4xploring Rentals agrees to hire to You, and You agree to hire from 4xploring Rentals, the Vehicle and Camping Accessories for the Term in accordance with the Rental Agreement.

## Authorised Drivers

11. You must not permit or allow any person who is not an Authorised Driver to drive the Vehicle.

12. You must ensure that:

- for the duration of this Rental Agreement, the Schedule accurately records the full legal name, residential address, date of birth and driver's licence information of each Authorised Driver;
- if an Authorised Driver's information recorded in the Schedule is inaccurate, You inform 4xploring Rentals of any changes that are required to be made to the Schedule, prior to the Authorised Driver next driving the Vehicle; and

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- (c) each time that an Authorised Driver drives the Vehicle, the Authorised Driver complies with the laws of the State or Territory within which the Vehicle is being driven.
13. You warrant that, for the duration of this Rental Agreement, each Authorised Driver:
- has an unrestricted and lawful entitlement to drive the Vehicle on any public road in Australia; and
  - has for at least 12 consecutive months prior to driving the Vehicle, held an unrestricted and lawful entitlement to drive a vehicle of the same class as the Vehicle on any public road in Australia.
14. Within 24 hours of 4xploring Rentals' demand, You must provide to 4xploring Rentals true and complete copy of the driver's licence(s) that entitles the Authorised Driver(s) referred to in the demand to drive the Vehicle on any public road in Australia.

## Rent

15. You must pay Rent to 4xploring Rentals for Your hire of the Vehicle and Camping Accessories.
16. You are not entitled to a refund or discount of Rent by reason of You having collected or returned the Vehicle or any Camping Accessories after the Time Out or before the Time In.

## GST

17. You must pay to 4xploring Rentals GST on any Supply that it provides to You.
18. Unless stated otherwise, any payment required to be made by You to 4xploring Rentals in accordance with this Rental Agreement is inclusive of GST.

## Security Bond or 4WD EXPLORE Coverage

19. Prior to the Time Out and Your collection of the Vehicle, You must either pay to 4xploring Rentals:
- the Bond as security for the performance of Your obligations under this Rental Agreement; or
  - The 4XPLORE 4WD Coverage Fees and provide to 4xploring Rentals Your accurately completed and lawfully executed Irrevocable Credit Card Preauthorisation in consideration for You being able to redeem the 4XPLORE 4WD Coverage Benefits (if any).

## Bond

20. The Bond must be paid from a MasterCard or Visa credit bank account that is legally and beneficially owned by You and bears Your name.
21. 4xploring Rentals is not obliged to invest nor pay to you any interest earned on the Bond.
22. 4xploring Rentals may, at any time, have recourse to the Bond and use it to pay any liability that You owe to 4xploring Rentals in connection with or in any way related to this Rental Agreement, the Vehicle or Camping Accessories.
23. If 4xploring Rentals has recourse to any part or all of the Bond prior to the Term ending, then You must, immediately upon 4xploring Rentals' demand, pay to 4xploring Rentals an additional sum of money so as to return the Bond held by 4xploring Rentals to an amount of \$5,000.00.
24. Your failure to comply with 4xploring Rentals' demand referred to in clause 23 above, is a material breach of this Rental Agreement and may result in 4xploring Rentals terminating this Rental Agreement.
25. Unless you have an unpaid liability to 4xploring Rentals in connection with or in any way related to this Rental Agreement, the Vehicle or Camping Accessories, 4xploring Rentals must, within 21 days of the Term ending, refund the Bond to Your bank account from which the Bond was paid to 4xploring Rentals.
26. If You have an unpaid liability to 4xploring Rentals in connection with or in any way related to this Rental Agreement, the Vehicle or Camping Accessories which can be quantified by 4xploring Rentals within 21 days of the Term ending, then 4xploring Rentals must:
- use the Bond (or any portion of it) to pay or reduce Your liability to 4xploring Rentals; and
  - refund the remainder of the Bond (if any) to Your bank account from which the Bond was paid to 4xploring Rentals.
27. If You have an unpaid liability to 4xploring Rentals in connection with or in any way related to this Rental Agreement, the Vehicle or Camping Accessories, however 4xploring Rentals cannot quantify Your liability within 21 days of the Term ending, then 4xploring Rentals must:
- make a reasonable estimate of the quantum of Your liability to 4xploring Rentals;
  - use the Bond (or any portion of it) to pay or reduce Your estimated liability to 4xploring Rentals; and
  - refund the remainder of the Bond (if any) to Your bank account from which the Bond was paid to 4xploring Rentals.

Thereafter, if 4xploring Rentals calculates that Your actual liability to 4xploring Rentals in connection with or in any way related to this Rental Agreement, the Vehicle or Camping Accessories and Your liability to 4xploring Rentals is:

- less than 4xploring Rentals' estimate of Your liability to 4xploring Rentals, 4xploring Rentals must within 14 days refund to Your bank account from which the Bond was paid to 4xploring Rentals that portion of Your Bond that ought to have been, but was not, refunded to you.  
  
4xploring Rentals is not liable to pay You interest by reason of not having refunded any portion of Your Bond to You earlier and You release and discharge 4xploring Rentals from any and all liabilities that 4xploring Rentals would have had to You but for this clause; or
- more than 4xploring Rentals' estimate of Your liability to 4xploring Rentals, then You must within 14 days of receiving 4xploring Rentals' demand for payment pay any unpaid liability that you have to 4xploring Rentals in connection with or in any way related to this Rental Agreement, the Vehicle or Camping Accessories.

## 4XPLORE 4WD Coverage

28. Your Irrevocable Credit Card Pre-authorization must be in respect of a MasterCard or Visa credit bank account that is legally and beneficially owned by You and bears Your name.
29. You must not:
- close Your bank account; nor
  - seek to revoke the Credit Card Pre-authorization;
- referred to in clause 28 above.
30. Your failure to comply with clause 29 above, is a material breach of this Rental Agreement and may result in 4xploring Rentals terminating this Rental Agreement.
31. Subject to clauses 32 to 35 below, Table 1 below sets out:
- quantum of the Irrevocable Credit Card Pre-authorization that You must grant to 4xploring Rentals;
  - 4XPLORE 4WD Coverage Fee Rate and capped amount that you must pay to 4xploring Rentals; and
  - 4XPLORE 4WD Coverage Benefits that You may receive in consideration of the grant and payments referred to in subclauses (a) and (b) above.

Table 1

Liability Cover	Quantum of the Irrevocable Credit Card Preauthorisation	4XPLORE 4WD Coverage Fee Rate (\$/day) ex GST	4WD EXPLORE Coverage Benefits
PLATINUM Camper	\$1000.00	\$70.00 (capped at \$3,400.00)	<ul style="list-style-type: none"> <li>- For rental periods greater than 21+ days</li> <li>- Your liability for Excess is capped at \$1000.00</li> <li>- 1 Vehicle windscreen replacements</li> <li>- 2 Vehicle tyre replacements</li> <li>- You are released from Your liability to indemnify 4xploring Rentals for the first \$5,000.00 in aggregate that 4xploring Rentals incurs in Vehicle retrieval and recovery cost</li> </ul>
GOLD Camper	\$2,500.00	\$50.00 (capped at \$2,400.00)	<ul style="list-style-type: none"> <li>- For rental periods greater than 11-20 days</li> <li>- Your liability for Excess is capped at \$2,500.00</li> <li>- 1 Vehicle windscreen repair (small chip(s) repair only)</li> <li>- 1 Vehicle tyre repair (puncture repair only)</li> <li>- You are released from Your liability to indemnify 4xploring Rentals for the first \$5,000.00 in aggregate that 4xploring Rentals incurs in Vehicle retrieval and recovery cost</li> </ul>
Basic Camper	\$5,000.00	\$0.00	<ul style="list-style-type: none"> <li>- For rental periods greater than 5-10 days</li> <li>- Your liability for Excess is capped at \$5000.00</li> <li>- You are released from Your liability to indemnify 4xploring Rentals for the first \$5,000.00 in aggregate that 4xploring Rentals incurs in Vehicle retrieval and recovery cost</li> </ul>

Your 4XPLORE 4WD Coverage Benefits for:

- windscreen and tyre repair or replacement apply to Accidental windscreen and tyre damage only; and
  - release from certain of Your liability to indemnify 4xploring Rentals for Vehicle retrieval and recovery costs does not apply to:
    - the cost of repairing or replacing the Vehicle, Camping Accessories or any of their parts;
    - retrieval or recovery costs incurred by 4xploring Rentals as a consequence of, or in any way connected or related to Your or any Authorised Driver's wilful or reckless act(s) or omission(s); or
    - any:
      - Vehicle windscreen or tyre replacements that the Vehicle requires; or
      - retrieval or recovery costs incurred by 4xploring Rentals in connection with or related to the Vehicle; which are not indemnified by 4xploring Rentals' insurer.
33. If, during the Term, there is an occurrence connected with or related to Your, or an Authorised Driver's, acts or omissions, the Vehicle or Camping Accessories which results in 4xploring Rentals:
- suffering loss, damage cost, expense or liability of; or
  - being the subject of a claim, demand, suit or proceeding for; at least \$5,000.00 and 4xploring Rentals;
  - seeks indemnify from its insurer in respect of the loss, damage, cost, expense, liability, claim, demand, suit or proceeding;
  - has recourse to Irrevocable Credit Card Pre-authorization; and
  - releases you from having to pay an Excess greater than the amount specified in Table 1 (as is applicable);

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then:

(f) Your 4XPLORE 4WD Coverage Benefits are exhausted and You are not entitled to any further 4XPLORE 4WD Coverage Benefit; and

(g) You must immediately either pay to 4xploring Rentals:

- (i) the Bond as security for the performance of Your remaining obligations under this Rental Agreement; or
- (ii) fresh 4XPLORE 4WD Coverage Fees and provide to 4xploring Rentals Your fresh accurately completed and lawfully executed Irrevocable Credit Card Pre-authorisation in respect of an amount referred to in Table 1 as consideration for fresh 4XPLORE 4WD Coverage Benefits.

34. Your failure to comply with clause 33(g) above, is a material breach of this Rental Agreement and may result in 4xploring Rentals terminating this Rental Agreement.

35. 4xploring Rentals is not obliged to effect, procure nor maintain any insurance contract for its nor Your benefit.

## Collection

36. Subject to clause 41, 4xploring Rentals must, at the Time Out:

(a) make the Vehicle and Camping Accessories available for you to collect:

- (i) from the Port Out;
- (ii) in a clean and tidy condition; and
- (iii) in good working order; and

(b) ensure that the Vehicle's fuel tank is full of Fuel.

37. You must collect the Vehicle and Camping Accessories (if any) from the Port Out at the Time Out. Please allow 1.5 hours (commencing from the Time Out) for Your mandatory Vehicle and Camping Accessory induction and handover.

38. If You do not collect the Vehicle or any Camping Accessories at the Time Out, then You must indemnify 4xploring Rentals against any and all loss, damage, expense, cost or liability suffered or incurred by 4xploring Rentals as a consequence of, or in any way connected with or related to:

(a) the Vehicle or Camping Accessories not having been collected by You at the Time Out; or

(b) 4xploring Rentals facilitating Your collection of the Vehicle or Camping Accessories after the Time Out.

For the purpose of clause 27(a) of this Rental Agreement, this loss or cost is estimated to be \$75.00.

39. You may only remove the Vehicle and Camping Accessories from the Port Out once You have produced to 4xploring Rentals and allowed it to photocopy and electronically scan or image:

(a) Your identification.

If You are a natural person, then such identification must include Your driver's licence and, if it does not contain Your photograph, Your passport or some other identification document acceptable to 4xploring Rentals; and

(b) the identification of the Authorised Driver who intends to drive the Vehicle away from the Port Out.

Such identification must include the Authorised Driver's driver's licence and, if that driver's licence does not contain a photograph of the Authorised Driver, or Authorised Person is not an Australian citizen, the Authorised Driver's passport.

## Unavailability of Vehicle or Camping Accessories

40. 4xploring Rentals will use reasonable effort to supply to You for the Term a vehicle and camping accessories of the make(s) and model(s) that You requested when the Rental Agreement was struck.

41. However, if, through no fault of 4xploring Rentals, the vehicle or camping accessories makes(s) and model(s) that You requested when the Rental Agreement was struck are not available at the Port Out on the Time Out, then 4xploring Rentals:

(a) may supply to You as the Vehicle or Camping Accessories (as is applicable) under this Rental Agreement a vehicle or camping accessories which are substantially equivalent to the vehicle or camping accessories that You requested when the Rental Agreement was struck; and

(b) is not liable to You for not supplying to You the vehicle or camping accessories that You requested when the Rental Agreement was struck and You release and discharge 4xploring Rentals from any and all liabilities that it would have had to you but for this clause.

42. If 4xploring Rentals is unable to supply the Vehicle to You and clause 41 above does not apply, then:

(a) the Rental Agreement is terminated;

(b) within 14 days of the Rental Agreement's termination, 4xploring Rentals must refund to You all of the amounts that You have paid to 4xploring Rentals under this Rental Agreement; and

(c) save for as is provided in clause (b) above, 4xploring Rentals is not liable to You and You release and discharge 4xploring Rentals from any and all liabilities that it would have had to You but for this clause.

43. If 4xploring Rentals is able to supply to You the Vehicle but not certain of the Camping Accessories and clause 41 above does not apply to the Camping Accessories, then:

(a) the Rental Agreement is varied to exclude any obligation on:

- (i) You to pay Rent for the unavailable Camping Accessories; and
- (ii) 4xploring Rentals to supply to You the unavailable Camping Accessories; and

(b) 4xploring Rentals is not liable to You and You release and discharge 4xploring Rentals from any and all liabilities that it would have had to you but for this clause.

## Use of the Vehicle and Camping Accessories

44. You must not allow:

(a) the Vehicle or Camping Accessories to be used:

- (i) for a purpose other than Your recreation;
- (ii) for an illegal purpose;
- (iii) in any contest;
- (iv) to camp unlawfully;
- (v) in a manner that exposes any of them or any person or property to unreasonable harm or damage;
- (vi) for reward or remuneration;
- (vii) to carry or store inflammable, combustible, volatile, explosive, corrosive, poisonous or noxious liquids, gases or materials, other than Fuel that is stored in the Vehicle's fuel tank or LPG gas that is stored in a gas bottle supplied by 4xploring Rentals; or
- (viii) carry or keep any animal other than a registered assistance dog;

(b) the Vehicle to be driven:

- (i) negligently, recklessly or unlawfully;
- (ii) if it is unsafe to drive it;
- (iii) on a sealed road above a speed of 110km/h;
- (iv) on a gravel road above a speed of 80km/h;
- (v) on the Kalumburu Road north of Drysdale River Station above 60km/h;
- (vi) or parked below the high tide mark of any ocean or body of water;
- (vii) on any unformed track;
- (viii) to tow any trailer or thing, unless hired from 4xploring Rentals; or
- (ix) to transport or haul anything not being used for Your recreation;

(c) the Vehicle or Camping Accessories to enter, or be on, the Canning Stock Route, Fraser Island, the Old Telegraph Track section of Cape York or Yardie Creek in the Cape Range National Park;

(d) the Vehicle and Camping Accessories fixed to it to become separated;

(e) the Vehicle to be unattended and unlocked;

(f) the Vehicle's key or keyless start device to be in the Vehicle, whilst the Vehicle is unoccupied; or

(g) the Vehicle to carry more persons than the lowest limit specified by:

- (i) law in the place where the Vehicle is being driven;
- (ii) the Vehicle's owner's manual published by the Vehicle's manufacturer; or
- (iii) 4xploring Rentals.

45. You must ensure that:

(a) no person smokes or vapes any product or thing:

- (i) in the Vehicle or any Camping Accessories; or
- (ii) within a distance of the Vehicle or any Camping Accessories that may result in the smoking or vaping exposing the Vehicle or any Camping Accessory to be exposed to a risk of odour, stain or damage;

(b) the Vehicle is not parked in a place that exposes the Vehicle or any Camping Accessories to an unreasonable risk of damage or theft;

(c) the Camping Accessories are not left in a place that exposes them to an unreasonable risk of damage, loss or theft;

(d) the Vehicle's ignition key, keyless start device or remote control (as is applicable) are at all times in Your possession or the possession of an Authorised Driver; and

(e) that during the Term, neither You nor any other person takes any step to gain, or attempt to gain, a legal or beneficial interest in the Vehicle or any Camping Accessories.

## Road, Weather Or Environmental Conditions

46. If during the Term, 4xploring Rentals considers that any road, weather or environmental condition may expose You, the Vehicle, any Camping Accessories or 4xploring Rentals to an unreasonable risk of injury, harm, damage, loss, expense or cost, then 4xploring Rentals may, but is not obliged to, direct You or any Authorised Driver to:

(a) not to take the Vehicle or any Camping Accessories into; or

(b) remove the Vehicle or any Camping Accessories from;

any area.

47. You must, at Your cost, immediately:

(a) comply; and

(b) ensure that each Authorised Driver complies;

with 4xploring Rentals' direction referred to in clause 46 above.

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48. You are not entitled to a refund or discount of Rent, and You release and discharge 4xploring Rentals from any and all liabilities that it would have had to you but for this clause, by reason of 4xploring Rentals issuing a direction to You or any Authorised Driver referred to in clause 46 above.

## Child and Other Personal Restraints

49. You must comply with all laws applicable to the restraint of a child or any other person in the Vehicle, whilst the Vehicle is being driven.
50. You must supply and ensure the proper, safe and lawful installation of all passenger restraints to be used in the Vehicle other than the supply and installation of seat belts fitted to the Vehicle by its manufacturer.
51. Where the installation of any restraint may alter or damage the Vehicle You must obtain 4xploring Rentals' prior approval to perform the installation and make good any and all alterations to, and damage suffered by the Vehicle.

## Vehicle Maintenance

52. During the Term, You must, at Your cost:
- (a) undertake daily inspections of the Vehicle's engine oil, coolant, engine water, batteries, tyre pressures and dash warning lights;
  - (b) maintain all of the Vehicle's, engine oil, coolant, and engine water levels in accordance with the owner's manual published by the Vehicle's manufacturer;
  - (c) keep the Vehicle's tyre air at a reasonable pressure; and
  - (d) immediately report any activated dash warning light to 4xploring Rentals.
53. Subject to clause 54 below, You must not attempt to, or allow another person to attempt to repair any Vehicle or Camping Accessory without 4xploring Rentals' prior written approval.
54. You may have a suitably qualified person undertake emergency repairs to the Vehicle, for up to a cost not exceeding \$100.00, without 4xploring Rentals' further approval.
55. Unless the repair referred to in clause 54 above was for Damage or Loss, 4xploring Rentals will reimburse to You the emergency repair cost that you incurred that did not exceed \$100.00 upon you providing to 4xploring Rentals, the repairer's tax invoice to You and documentary evidence that You paid it.
56. You must, at Your cost, replace each of the Vehicle's Damaged tyres with new BF Goodrich KO2 AT size 265/65/17. If You are entitled to a tyre replacement as a 4WD EXPLORE Coverage Benefit in respect of a replaced tyre, then 4xploring Rentals will reimburse to You the cost of You replacing the applicable tyre.

## Vehicle Monitoring

57. You:
- (a) acknowledge that the Vehicle is fitted with a tracking device; and
  - (b) consent to 4xploring Rentals collecting data regarding the manner in which, and location(s) where, the Vehicle is driven and parked.
58. If the data referred to in clause 57(b) above, suggests to 4xploring Rentals that the Vehicle has been driven or parked in a manner or location contrary to this Rental Agreement, then during the Term, 4xploring Rentals may, but is not obliged to, direct You to keep Vehicle in an area or deliver the Vehicle to an area for the purpose of 4xploring Rentals conducting a safety inspection of the Vehicle.
59. You must, at Your cost, immediately:
- (a) comply; and
  - (b) ensure that each Authorised Driver complies;
- with 4xploring Rentals' direction referred to in clause 58 above.
60. You must:
- (a) indemnify 4xploring Rentals against any and all loss, damage, expense, cost or liability suffered or incurred by 4xploring Rentals as a consequence of, or in any way connected with or related to 4xploring Rentals travelling for the purpose of, and conducting, a safety inspection of the Vehicle; and
  - (b) immediately upon demand pay to 4xploring Rentals a fee for \$275.00 for the performance of the Vehicle safety inspection.
61. Any damage to the Vehicle found during a Vehicle safety inspection will not be the subject of a 4WD EXPLORE Coverage benefit (if any).

## Roadside Assistance

62. You may obtain roadside assistance for the Vehicle from RAC WA or any of its interstate affiliates.
63. You must pay any and all fees and charges claimed by RAC WA or any of its interstate affiliates for any assistance provided to You or the Vehicle during the Term if the assistance was in any way connected with or related to any Damage, Your acts or omissions or the acts or omissions of any driver of the Vehicle during the Term.

## Vehicle Crash

64. If, during the Term, the Vehicle is involved in a crash, then You must ensure that:
- (a) You and the Vehicle's driver comply with all laws applicable to the crash;
  - (b) the crash is reported to police, fire and/or ambulance emergency response services as is required;
73. Cost and expense suffered or incurred by 4xploring Rentals to replace the Vehicle or Camping Accessories. Nothing in this Rental Agreement limits Your liabilities arising at law independently of this Rental Agreement.

- (c) You obtain, and provide to 4xploring Rentals, the:
  - (i) full legal name, residential address, date of birth, driver's licence number, passport number, telephone number, email address and insurer information of the driver; and
  - (ii) the make, model and registration;
- of any other vehicle involved in the crash; and
- (d) obtain, and provide to 4xploring Rentals, the full legal name, residential address, date of birth, driver's licence number, passport number, telephone number and email address of every witness to the crash that You know if;
- (e) not admit liability for the crash or any injury or damage;
- (f) if possible, take photographs of the crash scene and damage to all vehicles and property involved in or affected by the crash and provide them to 4xploring Rentals; and
- (g) within 24 hours, report the crash to 4xploring Rentals.

## Return

65. You must return the Vehicle and all Camping Accessories to the Port In by the Time In.
66. If You do not return the Vehicle or any Camping Accessories to the Port In by the Time In, then You must indemnify 4xploring Rentals against any and all loss (including Loss of Use), damage, expense, cost or liability suffered or incurred by 4xploring Rentals as a consequence of, or in any way connected with or related to:
- (a) the Vehicle and any Camping Accessories not having been returned to the Port In by the Time In;
  - (b) 4xploring Rentals facilitating Your return of the Vehicle or Camping Accessories at the Port In at a time other than the Time In.
- For the purpose of clause 27(a) of this Rental Agreement, this loss or cost is estimated to be \$75.00; or
- (c) transporting the Vehicle and Camping Accessories from their location to the Port In or any other place nominated by 4xploring Rentals.
- For the purpose of clause 27(a), this loss or cost is estimated to be an amount equal to \$3.00 multiplied by the number of kilometres to be driven by road to efficiently travel between the Vehicle's location and the Port In.
67. You must return the Vehicle and all Camping Accessories:
- (a) in a clean and tidy condition;
  - (b) in good working order; and
  - (c) free of Damage.
68. If You do not return the Vehicle and all Camping Accessories in:
- (a) a clean and tidy condition, then You must indemnify 4xploring Rentals against any and all loss (including Loss of Use), damage, expense, cost or liability suffered or incurred by 4xploring Rentals as a consequence of, or in any way connected with or related to the Vehicle or Camping Accessories (as is applicable):
    - (i) not being clean and tidy; or
    - (ii) requiring cleaning, unpacking or repacking.
- For the purpose of clause 27(a), the cost of cleaning, unpacking or repacking is estimated to be an amount equal to \$75.00 multiplied by the number of hours (or part of any hour) required to clean, unpack or repack the Vehicle or Camping Accessories; or
- (b) in good working order and free of Damage, then you must indemnify 4xploring Rentals against any and all loss (including Loss of Use), damage, expense, cost or liability suffered or incurred by 4xploring Rentals as a consequence of, or in any way connected with or related to the Vehicle or Camping Accessories (as is applicable):
    - (i) being Damaged;
    - (ii) having to be detached, transported, repaired or replaced.

69. You must return the Vehicle to the Port In with its fuel tank full of Fuel.
70. If You do not return the Vehicle with its fuel tank full of Fuel, then You must pay to 4xploring Rentals an amount equal to \$3.00 multiplied by that many litres of Fuel that is required to fill the Vehicles' fuel tank.

## Other Other Liabilities

71. In addition to the payments, indemnities, releases and discharges expressed in this Rental Agreement, You must fully and completely indemnify 4xploring Rentals against any Loss, Excess and Damage.
72. If acting reasonably 4xploring Rentals, or its insurer, consider that it is uneconomic to repair any damage to the Vehicle or any Camping Accessories and You are liable to 4xploring Rentals for such damage, then Your liability to 4xploring Rentals must be for the loss (including Loss of Use), damage,
74. You:
- (a) consent to 4xploring Rentals retaining Your credit card information in accordance with the Privacy Policy; and
  - (b) irrevocably authorise 4xploring Rentals to deduct from Your credit card bank account and pay to itself, any liability that You owe to 4xploring Rentals under or in any way connected with this Rental Agreement, the Vehicle or any Camping Accessories.

## No Insurance

# Terms & Conditions



75. You acknowledge and understand that 4xploring Rentals has not offered to You, and this Rental Agreement does not provide to You, any insurance.
76. If You pay to 4xploring Rentals the 4WD EXPLORE Coverage Fees and provide to 4xploring Rentals Your Irrevocable Credit Card Pre-authorisation then You may receive certain 4WD EXPLORE Coverage Benefits, which in limited circumstances, may reduce Your liability to 4xploring Rentals for windscreen replacement, tyre replacement or Excess that 4xploring Rentals pays or does not recover from its applicable insurer.
77. You are required to seek Your own independent professional advice on whether or not You may procure insurance for any liabilities that You may have to 4xploring Rentals by reason of, or in any way connected with or relating to this Rental Agreement, the Vehicle or Camping Accessories.

## Your Assistance

78. You must provide to 4xploring Rentals and its insurer's all reasonable assistance:
- (a) in respect of any claim made by 4xploring Rentals for indemnity from its insurer(s); and
  - (b) to defend any claim made by any person against 4xploring Rentals.

## Traffic Offences, Tolls and Other Costs

79. 4xploring Rentals is not liable to pay any fines, penalties, tolls or other expenses relevant to the use of the Vehicle during the Term.
80. You consent to 4xploring Rentals disclosing Your personal and sensitive information to any person to whom any fines, penalties, tolls or other expenses referred to in clause 79 above may be owed.
81. Immediately upon demand, You must pay to 4xploring Rentals an administration fee of \$75.00 for each fine, penalty, toll claim or other expenses that 4xploring Rentals receives regarding the Vehicle's use during the Term.

## Variations

82. This Rental Agreement cannot be varied without 4xploring Rentals' prior written approval, which may be granted or refused at 4xploring Rentals' absolute discretion.
83. If prior to the Term commencing:
- (a) You request a variation of the Rental Agreement; and
  - (b) 4xploring Rentals approves Your request for variation;
- then you must pay to 4xploring Rentals the applicable amount set out in the Table 2 below

Table 2

Variation Type	Number of days prior to Time Out		
	>91	90 – 30	<30
Authorised Driver	\$0.00	\$0.00	\$0.00
Term (but no reduction in Term duration)	\$0.00	\$75.00	\$150.00
Term (reduction in Term duration)	\$0.00	\$75.00	Not approved
Port Out or Port In*	\$0.00	\$75.00	Not approved

## Your Termination Of Rental Agreement

84. If, prior to the Time Out, You terminate this Rental Agreement, then you must pay to 4xploring Rentals the applicable portion of the Rent that You would have been liable to pay to 4xploring Rentals but for this Rental Agreement being terminated that is set out in the Table 3 below.

Table 3

Days Between Termination Of Rental Agreement and Time Out	Proportion of Rent You Must Pay To 4xploring Rentals
More than 91 days	\$75
90 than 55 days	10%
54 to 35 days	30%
34 to 30 days	50%
29 to 2 days	90%
Less than 1 days	100%

## 4xploring Rentals Termination Of Rental Agreement

85. 4xploring Rentals may terminate this Rental Agreement and repossess the Vehicle and Camping Accessories if:
- (a) You breach this Rental Agreement;
  - (b) You or any other person possesses the Vehicle or any Camping through fraud, misrepresentation, misleading or deceptive conduct or breach of any law;
  - (c) You do not return the Vehicle or any Camping Accessories to the Port In by the Time In; or
  - (d) 4xploring Rentals reasonably believes that the Vehicle or any Camping Accessories have been abandoned, are being used for an unlawful purpose or may expose a person to an unreasonable risk of injury.

86. You:
- (a) must indemnify 4xploring Rentals against any and all loss, damage, cost, expense or liability that it incurs or suffers in any way connected with or related to 4xploring Rentals' locating or repossessing the Vehicle or any Camping Accessories; and
  - (b) release and discharge 4xploring Rentals from any and all loss, damage, cost, expense or liability that You suffer or incur in any way connected with or related to 4xploring Rentals' terminating this Rental Agreement or repossessing the Vehicle or any Camping Accessories.

## Title To Vehicle and Camping Accessories

87. You must not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage or hire the Vehicle or the Camping Accessories.
88. 4xploring Rentals may register any security interest held by it arising under, in connection with, or contemplated by this Rental Agreement on the PPSR without notice to You. To the extent permitted by law, You waive any rights you may have to receive notice of that registration or a change to that registration. You agree to do all things that 4xploring Rentals may reasonably require to ensure that 4xploring Rentals has a perfected security interest in, and has priority over any other security interests in, the Vehicle or Camping Accessories.

## Privacy

89. 4xploring Rentals may collect, store and disclose Your personal information in accordance its Privacy Policy.

## Governing Law

90. This Rental Agreement is governed by, and is to be interpreted in accordance with, the laws of and applicable within the State of Western Australia.
91. Each party agrees to submit to the exclusive jurisdiction of the courts of and in Western Australia.

## Entire Agreement

92. This Rental Agreement is the entire agreement between the parties about the Vehicle, Camping Accessories and other subject matter contained in the Rental Agreement.
93. This Rental Agreement supersedes all prior representations, statements, communications, negotiations, arrangements, understandings and agreements, either oral or written, between the parties with respect to Vehicle, Camping Accessories and other subject matter contained in the Rental Agreement.

## Severance

94. If any part of this Rental Agreement that is unlawful, void or unenforceable then that part severed from this Rental Agreement so that all other parts that are not unlawful, void or unenforceable do not become unlawful, void or unenforceable and remain in full force and effect and are unaffected by that severance.

## Survival

95. The obligations, liabilities, indemnities and rights expressed in clauses 5 to 9, 14, 16, 21, 22, 25 to 27, 32(b), 38, 41(b), 42(b), 42(c), 43(b), 48, 55, 56, 57(b), 60, 63, 64(c), 64(d), 64(f), 66, 68, 70 to 74, 78 to 84 and 86 above survive the termination of this Rental Agreement.