

## STANDARD RENTAL AGREEMENT TERMS AND CONDITIONS [Effective 01/11/2018]

### INTERPRETING YOUR RENTAL AGREEMENT

1.1 The Rental Agreement between Australian Auto Network Pty Ltd. – hereinafter referred to as Travel Wheels and You is made on the date shown on the Rental Agreement document You have signed in respect of the Vehicle. **By signing the Rental Agreement document, You accept that the Terms and Conditions make this an Australian contract and You will be bound by the Australian Law of the State in which this Agreement is contracted. It overwrites any other Agreement form or Agreement taken in any other country.** Any changes made to the Rental Agreement may only be in writing and signed by You and an authorized Agent of Travel Wheels. Amendments to the Terms and Conditions will be effective immediately upon posting on the Travel Wheels website (travelwheels.com.au). **You are responsible for ensuring You are familiar with the latest version. Your continued use of Travel Wheels' services represents Your agreement to be bound by the Terms and Conditions as amended.**

1.2 The following terms apply in these Terms and Conditions :

**'Hirer', 'Driver', 'You' or 'Your'** refers to the person(s) with whom the Rental Agreement is made

**'Agent'** refers to all Travel Wheels' agents operating the business from locations across Australia

**'Authorised Driver'** means an additional driver who is added to, and signs the Rental Agreement document

**'Rental period'** means the period commencing on the date shown on the Rental agreement document and ending on the date that You return the Vehicle to Travel Wheels

**'Rental Charges'** means the costs, fees and charges specified in the Rental Agreement or payable under these Terms and Conditions.

**'Collection Costs'** means Travel Wheels cost of collecting outstanding Rental Charges from You (incl. legal costs), Administration fees as specified on Your Rental Agreement document, as well debt collection and recovery fees equal to 20% of all unpaid charges.

**'Gap Amount'** is the remaining balance of the total of all payable costs and fees if they exceed Your Excess Amount

**'Vehicle'** means the vehicle described on the Rental Agreement document (or any substitute vehicle) and includes its parts, components, keys, remote opening devices and all accessories and contents supplied by Travel Wheels.

**'Excess Amount'** means the Excess Amount defined by Your chosen Insurance Option as stated on Your Rental Agreement document

**'Night-driving'** refers to driving outside any city limits between 4pm and 7am

**'Overhead Damage'** also referred to as **'Rooftop damage'**, means damage to the vehicle or property of any third party caused by the vehicle coming into contact with anything above the top of the door seal and the top of the front and back windscreens.

**'Underbody Damage'** means damage to the vehicle caused by the vehicle coming into contact with any thing below the bottom of the door seal and the bottom of the front and rear bumper bars

**'Single Vehicle Accident'** means any damage that is done to the vehicle when no other vehicle is involved (Examples include but are not limited to running into trees, guideposts, parked vehicles or animals) whilst travelling forward or reversing. OR where another vehicle is involved but the Hirer cannot provide the other driver's name and licence details as well as registration plate number to Travel Wheels.

**'Single Vehicle Roll Over'** 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.

### DRIVER

**Only You or an Authorised Driver are allowed to drive Your Vehicle. Always keep the keys under your control.**

- 2.1 You acknowledge and agree that
  - (a) only You or an Authorised Driver will drive the Vehicle
  - (b) You and any Authorised Driver have to be present at pick up, hold a valid current licence (not being a learner's licence or provisional licence) to drive the Vehicle and have been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months
  - (c) should a foreign licence be in a language other than English, it must be accompanied by a current International Driving Permit (issued in the same country as the foreign licence) or by an accredited English translation
  - (d) a minimum Driver age limit of 20 and maximum Driver age limit of 75 applies.
- 2.2 You are responsible for the acts and omissions of an Authorised Driver or any other person You allow to drive the vehicle and neither You nor any unauthorised driver will have the benefit of the Damage Waiver option or Excess Reduction option as accepted or included in Your rate if You allow an unauthorised driver to drive the Vehicle.

### ROAD RESTRICTIONS

**For Your safety and to prevent accidents and/or damages Travel Wheels strongly recommends respecting all road restrictions listed in this Rental Agreement or issued by the Police, Government or Statutory Authority. Drive responsible and safe at all times.**

- 3.1 You and any Authorised Driver must only use the Vehicle on a road, which is properly formed and constructed as a sealed or tarmac/bitumen road.
- 3.2 You and any Authorised Driver must not, unless authorised in writing by Travel Wheels, drive or take the vehicle:
  - (a) in Western Australia, Central Australia and Northern Territory. Travel Wheels is an East Coast rental only. Vehicles can only be driven between Adelaide and Cairns, no further than 400km off the East Coast.
  - (b) on any unsealed road, such as dirt, gravel, corrugation or corrugated tracks, fire trails, sand tracks, off road or 4x4 trails
  - (c) on beaches, through streams, creeks, dams, rivers or flood waters
  - (d) on flood prone roads or any road where the Police, Government or Statutory Authority has issued a flood warning or which has been officially closed
  - (e) any off shore islands like Fraser Island, Magnetic Island, Kangaroo Island, Groote Eylandt, Gove Peninsula, Tiwi Islands, Moreton Islands or Tasmania
  - (f) above the snow line in New South Wales and Victoria from the beginning of June until the end of September
  - (g) on the following roads: Jim Jim Road, Jim Jim Falls; Lost City in the Litchfield National Park; Mainoru Road; Central Arnhem and/or entering Arnhem Land in NT; Ernest Giles Road NT; Tanami road; Canning Stock Route; Gunbarrel Highway; Great Central Road; Plenty Highway; Simpson Desert; Strzelecki Track; Bungle Bungles; Oodnadatta Track; Birdsville Track; Tanami Track; Plenty Highway; Gibb River Road; Burke Development Road; Savannah Way; Finke Road; Boggy Hole (Finke Gorge National Park); Kalumburu Road; Warburton Road; Cape Leveque Road and to Windjana Gorge; Lennard River Gorge Road; Cape York; Telegraph Road; North of Chillagoe or Georgetown; North of Cooktown or Laura; Burke Development Road; North of Maggieville; Unsealed roads north and west of Mt Isa; Bloomfield track; Cardabia Ningaloo Road; Larapinta and

Namitjira Drives known as the "Mereenie Loop"; Peninsula Development Road.

- 3.3 Travelling with the Vehicle under the prohibited conditions listed under 3.2 voids all damage protection cover and is qualified as a breach of the contract. You will be liable for all damage caused to the Vehicle and the associated towing costs to recover the vehicle to the nearest Travel Wheels depot.
- 3.4 If You take the Vehicle on a ferry to any Australian Island, You are fully liable for all recovery costs back to the nearest Travel Wheels depot if any problems occur (such as Electrical and Mechanical failure, Failure or damage caused by animals and all accidents, regardless who is at fault).
- 3.5 Penalties may apply for any hirer who breaches the Terms and Conditions of this agreement

## USE OF THE VEHICLE

Travel Wheels restricts the use of its Vehicles for safety reasons. **You are responsible to ensure the appropriate use of the Vehicle.**

- 4.1 You and any Authorised Driver must not
- carry, or allow the Vehicle to carry more passengers than may be properly accommodated by the seat belt restraints provided in the vehicle. Only registered drivers that signed the Rental Agreement are permitted to drive.
  - be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven
  - fall asleep or fatigue at the wheel
  - speed or violate traffic regulations in any form
  - use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind
  - use the Vehicle when it is damaged or unsafe
  - use, or allow the Vehicle to be used to push anything or for the conveyance or towing of any load except in compliance with all necessary approvals, permits and licences, the load is correctly loaded and secured, and unless You have Travel Wheels prior written consent.
  - without Travel Wheels prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances
  - use, or allow the Vehicle to be used to carry passengers for payment of any kind
  - use the Vehicle in contravention of any law
  - drive the Vehicle outside City and Town limits between dusk and dawn
  - carry any pets or any animals in the Vehicle (in this case the Excess amount and a cleaning charge are retained and used for cleaning and fumigating the Vehicle).

## SAFETY, SECURITY AND MAINTENANCE

For Your and Your passengers safety and to enjoy a trouble-free holiday please make sure that **oil and coolant levels are checked, the Vehicle is stopped immediately in a safe position in case a hazard light starts flashing and any safety concern is promptly reported** to Travel Wheels. It is advisable to check all fluid levels at every fuel top up. Failure to maintain appropriate fluid levels may result in engine damage, and will constitute a breach of your obligations under the vehicle Rental Agreement.

- 5.1 You and any Authorised Driver acknowledge that You must:
- check** and maintain all of the Vehicle's engine **oils** and engine required **coolant** levels
  - fill the Vehicle with only the fuel type specified in the vehicle manual, listed on the Rental Agreement or informed by Travel Wheels staff. Failure to do so will result in liability for all costs for damages resulting from a contaminated fuel tank
  - keep the vehicle locked and the keys under Your or an Authorised Driver's personal control at all times. You are responsible for the full cost of replacing keys, which are lost or broken, or for the retrieval of keys locked in a vehicle. A replacement of keys with electronic immobilizers (transponder)

can take up to (5) days and longer and may result in costs up to \$ 650. Travel Wheels cannot be hold responsible for any additional expenses during the waiting period

- comply with all applicable seat belts and child restraint laws
  - not smoke and/or use any candles or mosquito coils inside the Vehicle (fee of \$300 applies)
  - report any safety concern or defect of which You become aware immediately to Travel Wheels under 0414 891 880
  - drive the Vehicle in a careful and cautious manner and not allow to be done anything to harm the vehicle
  - stop the Vehicle immediately in a safe position if the engine temperature increases above the normal limit or a hazard light starts flashing on the dashboard.** In all cases You must inform Travel Wheels immediately 0414 891 880 (or if not available call the NRMA Roadside Assistance under the number specified on Your Rental Agreement document) and report immediately to Travel Wheels in written via email to support@travelwheels.com.au. Failure to do so will void the protection cover and result in full liability for any associated damages and costs.
- 5.2 You must not have repairs to the Vehicle carried out unless Travel Wheels authorises You to do so.
- 5.3 For Reimbursements Travel Wheels requires verification of all cost of a repair (You should keep the original tax receipt). Travel Wheels will reimburse You for any authorised repairs, as well as Refills of all fluids except petrol and diesel (Fluids up to the value of \$50.00) provided that the cost of those repairs is verified. To the extent that Travel Wheels cannot verify the cost of repairs, Travel Wheels will not reimburse You.
- 5.4 **HELPLINE:** Travel Wheels offers a 7-day-a-week Australia-wide help and emergency service. You can call 0414 891 880 for any questions and on-road service/assistance
- Any problems associated with the Vehicle, including equipment failure, must be reported to Travel Wheels as soon as possible and within 24 hours in order to give Travel Wheels the opportunity to rectify the problem during the rental period
  - Failure to report to Travel Wheels any problems within 24hours will void liability for any claims submitted after this period. Any comment made on the return of the Vehicle will not be accepted.
- 5.5 You and any passengers travelling under Your Rental must ensure that any fitted LPG gas bottle and equipment is turned off and closed when not in use, especially during sleeping time and whilst driving. Ensure at least one door to be open when cooking gas is in use.
- 5.6 **Valuables:** You and any passengers travelling under Your Rental acknowledge that:
- Travel Wheels assumes no liability for valuables left in or stolen from the Vehicle
  - You release and hold harmless Travel Wheels, it's officers, agents & servants from all claims for loss or damage to any property that is received, handled or stored by Travel Wheels at any time before, during or after your rental term, whether or not due to the company's negligence.
  - Insurance on personal property is Your responsibility. Travel Wheels advises to have private personal travel insurance.
- 5.7 **Travelling with children:**
- Travel Wheels only recommends to You the Vehicle Model category '5 Person Campervan Automatic' if You travel with small children, as it has two anchor points which meet the Australian seatbelt laws for children. A child restraint point does not increase the carrying capacity of a campervan as it uses one of the existing seats in the vehicle
  - The selection and fitting of any child restraints is Your responsibility. Travel Wheels staff are not legally permitted to and will not provide any assistance in fitting or selecting child restraints for vehicles and cannot be held responsible for fines accumulated for children travelling in incorrect child restraints
  - Travel Wheels takes no responsibility for an incorrect vehicle booked for carrying children either via the Internet,

telephone, agent, online reseller or any retail stores. A refusal to take the Vehicle booked is classed as a 'cancellation on the day of pickup' and You will be liable for the full amount of all Rental charges.

#### 5.8 **Night-driving:**

Travel Wheels strongly recommends not to drive after 4pm and before 7am due to the increased hazard of accidents with animals and increased liability as specified under clause 8 (Damage and loss of property).

## RETURN OF THE VEHICLE AND DEPOT HOURS

Travel Wheels Vehicles **must be returned at the time stated on your contract**. Please inform us in case you will be late to advise you on the Drop-off procedure. Allow a minimum of 30 minutes for your Check-in

6.1 You must return the Vehicle to Travel Wheels or one of Travel Wheels' Agents:

- (a) on the date, by the time and to the place specified on Your Rental Agreement Document
- (b) in the same, clean condition as it was at the commencement of the Rental Period (fair wear and tear excepted)
- (c) clean inside and outside, free of dirt, dust and sand, otherwise a cleaning fee of up to \$250 applies (same conditions for all additional camping equipment), which can be retained from the security bond or charged to your nominated credit card if damaged.

6.2 If You tell Travel Wheels that You wish to return the Vehicle to a location other than the drop off location stated on your rental agreement, You will be advised of the amount of the 'one way fee' that You will incur. If You do not advise Travel Wheels in writing in advance and You return the Vehicle to a location other than that specified on Your rental agreement document, a charge of \$750 applies.

6.3 **Rental time extensions** or drop-off location changes are at the discretion of Travel Wheels and rely on future demand and availability. An Extension/Change of drop off location is only valid, if approved in writing or by email from Travel Wheels Head Office and any involving fees must be paid immediately via credit card.

6.4 The Vehicle must be **returned to Travel Wheels or it's Agents** during normal Business hours (Mo-Fri 9am-3.00pm; if Location business days include Saturday, 9.00am-11.00am) **at the time shown on Your Rental Agreement document**. If You return the Vehicle later than the time shown but on the same day, You need to inform Travel Wheels and may have to pay a late fee of \$75. Failure to obtain an authorisation for a rental extension results in a charge of \$150 per day plus daily rental rate. If no extension has been authorised, Travel Wheels has the right to report the car stolen & press charges. Administration fees may apply. All Weekend pick ups or drop offs are by appointment only, and may incur an additional charge of up to \$150 for out of hours operation. All branches are closed on public holidays including Christmas Day, New Years Day and Good Friday.

6.5 **Early drop-off:** If You wish to return the Vehicle earlier than the day shown on Your Rental Agreement document, You can do so anytime. There is no refund available for the unused portion of the rental should the Vehicle be returned earlier than contractually agreed on the Rental Agreement document.

6.6 **Minimum Rental Period:** Minimum rental periods apply as follows:

- (a) Low Season: five (5) days, Peak Season: fourteen (14) days
- (b) All one way rentals have a minimum number of rental days depending on the route, unless it is a special relocation deal.
- (c) The Rental period is calculated by the number of calendar days, regardless of the pick up time. The day of pick up is calculated as the first day of rental and the day of return is calculated as the last day of rental. No refunds can be claimed for late pick ups or early returns

6.7 Immediate Return of the Vehicle may be requested by Travel Wheels, or Travel Wheels may re-take the Vehicle without notice if Travel Wheels suspects that:

- (a) damage to the Vehicle or injury to persons or property is likely to occur
- (b) the Vehicle is used for unlawful purposes.

6.8 Travel Wheels may re-take the Vehicle after written notice and You must pay all Rental charges (including related costs) up to the return or retaking of the Vehicle if:

- (a) You have not informed Travel Wheels of a new return date and time and You do not return the Vehicle on the date and by the time shown on Your Rental Agreement Document
- (b) the credit limit on Your method of payment would be exceeded by debiting of the Rental charges for a requested extension of the rental of the Vehicle.

## ACCIDENT, DAMAGE PROCEEDINGS AND CLAIMS - WHAT TO DO?

In the unfortunate case you have an accident with a Travel Wheels vehicle or a damage occurs, You must **inform us immediately and within 24h** and we will do our utmost to assist you. All third party accidents need to be reported to the police. **Please follow all steps listed below to retain insurance cover and understand that Travel Wheels' Insurance Cover is no substitute for travel insurance.**

7.1 Where the use of the Vehicle by You, any Authorised Driver or any other person results in an accident or incident (claim) or where loss or damage is sustained to the Vehicle or any third party, You must ensure that You or any Authorised Driver:

- (a) **immediately report** the incident **to the local police** (if required by law)
- (b) **within 24 hours report** the incident **to Travel Wheels** on 0414 891 880 for advice
- (c) **promptly and within 24 hours report the incident in writing to Travel Wheels at support@travelwheels.com.au including all evidence and necessary details**
- (d) collect data of all involved parties, provide a drawing and if possible take pictures of the damages
- (e) do not make any offer, promise of payment, settlement, waiver, release or indemnity or admission of liability in relation to the Incident without Travel Wheels' prior written consent
- (f) permit Travel Wheels to claim in Your name or that of any Authorised Driver and assist Travel Wheels in making the claim by providing information, statements and reasonable assistance required by Travel Wheels or its insurance, including attending at a lawyer's office/at court to give evidence
- (g) permit Travel Wheels to bring, defend, enforce or settle legal proceedings against a third party in Your name at its own cost.

7.2 If You do not comply with clause 7.1 (b) and (c), and fail to report the Incident within 24 hours to Travel Wheels, all insurance and damage protection cover is void.

7.3 If You do not comply with clauses 7.1 (a) to (c), and Travel Wheels is unable to investigate the Incident in detail, Travel Wheels will debit all Rental charges and costs to Your account.

7.4 If you commit a hit and run OR Travel Wheels is informed about an accident with your vehicle by another party than yourself you commit a serious crime and all cover will be NIL and VOID. You acknowledge that Travel Wheels will debit all Rental charges and related costs to Your account.

## DAMAGE & LOSS OF PROPERTY - WHAT YOU MUST PAY IN CASE OF AN ACCIDENT/INCIDENT/DAMAGE

**Travel Wheels Liability Reduction Options are not a substitute for Travel Insurance. Travel Wheels strongly recommends to take out the highest level of travel insurance with your travel provider when visiting Australia.**

**Remember:** The definition of Vehicle as 'the vehicle described on the Rental Agreement document (or any substitute vehicle) including its parts, components, keys, remote opening devices and all accessories and contents supplied by Travel Wheels' applies.

8.1 **Liability:** Subject to this clause 8 You are liable:

- (a) for the loss of, and all damage to the Vehicle and
- (b) for all damage to the property of any person :
  - l) which is caused or contributed to by You or any person You allow to drive the vehicle, or
  - ll) which arises from the use of the Vehicle by You or any



person You allow to drive the vehicle.

This clause 8 does not apply to any damage or loss for which Travel Wheels is liable to You under this Rental Agreement.

8.2 **Waiver of liability:** Travel Wheels waives Your liability under 8.1 for damage to or loss of the Vehicle and will ensure that You and any Authorised Driver are entitled to be indemnified under the Travel Wheels Insurance Policy, if:

(a) You agree and pay for the Damage and Loss waiver option on Your Rental Agreement Document (or it is included in Your rate and stated on Your Rental Agreement document)

(I) by choosing 'Basic', 'Red' or 'Orange' Insurance: Defined Excess Amount (Credit card pre-authorisation swipe equivalent to the Excess Amount will be processed as insurance bond) – If the excess cannot be processed prior to pick up, or updated during your rental period your insurance liability reduction option is NIL and VOID. Any related cost cannot be refunded after pick up.

(II) by choosing 'Green' Insurance: No Excess Amount (covers ONE Windscreen, ONE tyre replacement, Single Vehicle Accident) NOTE: A credit card imprint is still required prior to pick up

(b) The Excess Amount for each Incident is paid by You, including:

(I) Damage to, or loss of the Vehicle, or

(II) Damage to the property of any third party caused by the use of the Vehicle

8.3 **Additional Amounts payable:** You must always pay in addition to clause 8.2 the following costs and fees to Travel Wheels regardless of Your insurance option. The "Green Insurance" does not exempt the hirer from all liability. The hirer acknowledges that they are responsible for all repair and recovery cost for the following damage irrespective of the chosen liability option.

(a) The cost of repairing or loss caused by any

(I) Overhead damage including Roof-Window damage

(II) Underbody damage

(III) Single Vehicle Rollover

(IV) damage to the Vehicle or property of any third party caused by a breach of clause 3 (Road Restrictions), clause 4.1 (Use of Vehicle) and clause 5 (Safety and Maintenance)

(V) water damage to the Vehicle

(VI) damage to the interior or glass & mirror damage (except when Windscreen cover applies), whether malicious or accidental

(VII) damage to the property of any third party or damage to the Vehicle caused deliberately or recklessly by You, any other Driver or passenger carried during the Rental Period

(VIII) damage to a tyre or accessory not attributed to normal wear and tear

(IX) damage or loss whilst the vehicle is stationary, including Theft, Fire and Break-In, unless there is an identified party that is reported to the police. It is your duty to park the vehicle in safe areas when not in use.

(X) use of vehicle outside the area of use (East Coast only!)

(b) if You have breached the contract a per day loss of revenue fee based on the downtime of the Vehicle

8.4 **Recovery Costs:**

(a) Recovery costs for the purpose of this clause in relation to damage or loss of the Vehicle means

(I) any appraisal fees

(II) any towing, storage and recovery costs and

(III) an administration fee reflecting the cost of making arrangements for repairs, towing & administrative activities

(b) any related costs up to \$2,500 in case the Vehicle needs to be recovered/towed to the closest Travel Wheels depot as a result of 8.3 (a) (I) to (VIII) and Night-driving, regardless of Your chosen insurance option.

8.5 **How You will be charged**

(a) If clause 8.2 (Waiver of liability) or clause 8.3 (Additional costs and fees) applies, **You must pay to Travel Wheels, or Travel Wheels may debit Your account at the time of loss or damage (or report of damage via an Agent after return) of the Vehicle, or damage to a third party's property with the**

**Excess Amount** pending Travel Wheels' assessment of the loss, damage or repair, Subject to Your right for a refund under clause 8.6 (b).

**It is Your responsibility to ensure sufficient funds for the Excess Amount on Your credit card** to receive cover under Travel Wheels' insurance policy.

(b) If the Vehicle has been involved in an accident, whether Your fault or not, the Excess Amount will be retained by Travel Wheels until the full cost of the damage is determined, and the claim has been settled by the Third Party's Insurance Company. The Excess Amount will then be returned to You in full if it is determined that there is no liability to the third party under Australian Motor Vehicle Laws and/or with Australian litigation. Third Party claims can take months or even years to resolve.

(c) To calculate any refund Travel Wheels will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle

(d) If You need to pay any Additional Amounts (clause 8.3), or Recovery costs (clause 8.4) and the total of the Recovery Costs and the fees and cost You must pay under 8.3 is greater than the Excess Amount, **You have to pay to Travel Wheels, or Travel Wheels may debit Your account with the Gap amount.**

(e) all credit card charges incur a 3% administration fee

8.6 **Calculation of cost**

(a) The payable amount to Travel Wheels for any loss, damage, repair, cost or fee under this clause may be reasonably determined by Travel Wheels

(b) If the amount determined by Travel Wheels and paid by You under this clause 8.6 exceeds the final cost of the loss, damage or repair (incl. cost arising from downtime of the vehicle), You are entitled to a refund.

(c) Travel Wheels will, on request by You, provide details of the final cost of the loss, damage or repair (incl. downtime of the vehicle). You are entitled to request, on Your cost, a third party assessment of the damage through the AAMC - Australian Accident Management Commercial. Travel Wheels must however charge You for any resulting additional downtime of the Vehicle or cost, in case the assessment via a third party causes a delay of the repair or additional days off road.

## VEHICLE BREAKDOWN/FAILURE

Although Travel Wheels does its utmost to ensure You experience a worry-free holiday we recognise that occasional breakdowns and small problems may occur. The provision of Australian Road Side Assistance is a gratuitous service Travel Wheels provides. It's availability does not release you from any of your obligations under the Rental Agreement. Please contact Travel Wheels on 0414 891 880 or via email if You experience any problems, to organise, approve and fund repairs for you and inform you about your right for a refund.

9.1 Where You experience any mechanical breakdown or failure of the Vehicle including its parts, components, keys, remote opening devices and all accessories and contents supplied by Travel Wheels, the following conditions apply:

(a) minor repairs to mechanical items or oil consumption up to \$50 will be reimbursed against receipts on completion of the rental

(b) malfunction of Radio/Cassette players, Cigarette lighter sockets, Microwave, Stove or Grill, Air-conditioning units, Refrigerator or Water Pump are not considered a mechanical breakdown as the Vehicle is still able to continue driving during Your holiday. Malfunction of any of these items does not entitle You to a refund. Travel Wheels will not be held liable for costs arising from alternative accommodation or food items during the duration of these malfunctions. Travel Wheels reserves the right to offer You alternative solutions (eg portable gas cooker, esky etc.) when the problem is reported via Hotline or Email

(c) should any larger problems be encountered, You must contact Travel Wheels within 24 hours on 0414 891 880 for further

assistance. Travel Wheels will then organise, approve and fund repairs, if You, any Authorised Driver or any other passenger are not directly responsible for the problem subject to clause 3 (Road Restrictions), clause 4 (Use of the Vehicle) and clause 5 (Safety, security and Maintenance)

- (d) in all cases the responsibility of Travel Wheels is limited to a Refund of the downtime that the Vehicle is in a repair shop. This will not include accommodation costs or any other external costs such as alternative transport to Your next destination.
- (e) Travel Wheels will do its utmost to rectify any problem as soon as possible. Travel Wheels will not be held liable to any additional costs You may incur due to being in a remote location or experiencing a longer waiting period due to a breakdown on a weekend, public or national holiday.

9.2 Any refund for on-road Breakdowns or Failures will be calculated, approved and processed after Return of the Vehicle based on Travel Wheels' standardised Refund Policy. Travel Wheels is limited to only refunding the downtime that the Vehicle is actually in a repair shop. This will not include accommodation costs or any other external costs such as finding alternative transport to Your next destination. The Down time due to mechanical issues will be calculated in rental days. Travel Wheels reserves the right to grant any additional compensation.

9.3 Any refund will be credited to Your credit card Account.

9.4 This is the full extend of Travel Wheels liability to you and you agree to release and indemnify us in respect of any and all claims or causes of action you might otherwise have against us.

## VEHICLE CATEGORY AND SUBSTITUTIONS

In case your booked vehicle is **unavailable** due to problems during the prior rental, You have an accident, damage or breakdown, Travel Wheels reserves the right to offer a **Substitute Vehicle**.

10.1 You acknowledge and agree that

- (a) Vehicles cannot be requested by age, make or model, but by vehicle category only
- (b) All illustrations, line drawings and text in any brochures or advertising material (including Internet), are a representation only of the Vehicles depicted. Variances in any Vehicle or its equipment offered for rental may occur due to modifications and/or upgrades to vehicle design
- (c) Booking requests via telephone, email, agent, online reseller, Internet or via the Travel Wheels website are subject to availability. Travel Wheels will confirm Your provisional booking by sending a confirmation with a reference number within 24 hours (weekdays) or 48 hours (weekends) to finalise Your booking. Upon receipt of the final confirmation, Travel Wheels can reject Your booking anytime by refunding Your booking deposit. Travel Wheels cannot be held liable for any related costs that may result from unavailability of a Vehicle (eg. Costs for flights/accommodation/tours)
- (d) where Travel Wheels cannot provide You with a vehicle for a confirmed reservation, Travel Wheels liability is limited to a refund of the holding deposit and unused portion of the rental fee only.

10.2 You and any Authorised Driver acknowledge and agree that at any time:

- (a) Travel Wheels reserves the right to upgrade You to a Vehicle of a higher rated vehicle category without prior notification and at no extra cost
- (b) if You decide to take a Vehicle of a lower vehicle category than booked, You will not be entitled to a refund
- (c) should the Vehicle booked be unavailable through any unforeseen circumstances such as natural disasters (floods, cyclones, hailstorms, earthquakes) or accidents, Travel Wheels reserves the right to substitute an alternative vehicle without prior notice
- (d) If Travel Wheels can only offer a Vehicle of a lower category, You will receive an updated quote and are otherwise entitled to a refund of the unused portion of the rental fee

10.3 In the event of an accident You and any Authorised Driver acknowledge and agree that:

- (a) if the accident results in the Vehicle being damaged sufficiently to require replacement (regardless of who is at fault) You are responsible to make Your way to the closest Travel Wheels depot or Agent to collect a replacement vehicle at Your own cost
- (b) You are required to pay the contracted daily rate until Substitution of the Vehicle and are liable for any costs relating to delivery of a change over vehicle
- (c) Travel Wheels does not guarantee the availability of an exchange Vehicle, especially on weekends and public holidays. If Travel Wheels cannot provide a Substitute Vehicle within five (5) working days You are entitled to a refund of the daily hire rate charges for the remaining rental days.

10.4 If a vehicle turns out to be unserviceable as a result of incidents listed under 8.3 (a) (I) to (VII) and Night Driving, Travel Wheels reserves the right to deny a substitute vehicle and terminate the contract with You. In this case Travel Wheels cannot be held liable for a refund of the remaining rental charges.

## TOLL ROADS, PARKING & TRAFFIC OFFENCES

Australia has a number of **cashless toll roads**. It is **Your responsibility to register an account** with the Road Authority via email or phone **within 24h (max.48h)** to pay the toll.

11.1 You and any Authorised Driver acknowledge that:

- (a) Travel Wheels is not authorised to set up toll accounts without Your permission due to data protection legislation. Therefore it is your responsibility to register your account for using toll Roads in **Sydney, Brisbane and Melbourne**
- (b) All infringement notices incurred by Travel Wheels in respect of parking, speeding or any other traffic violations (such as non payment of toll roads) during the period of the rental must be processed and imply a **\$75 administration fee (driver nomination) per infringement**. You or any Authorised Driver or passenger authorise Travel Wheels to debit this fee to the provided credit card(s) at the time of process of the fine. Additionally You will receive the original fine issued by the road/traffic authority.
- (d) After You have been nominated as Driver, Travel Wheels will not follow up or process any claims for issuing errors by the Road/Traffic Authority. Travel Wheels however reserves the right to refund the administration fee of \$75 upon receipt of a written confirmation by the Road/Traffic authority that You set up a suitable account.

## TERMINATION AND CANCELLATION

Your Rental Agreement with Travel Wheels may be terminated in certain circumstances listed in this Rental Agreement. Please be aware that **Cancellation fees** may apply in case you cancel a booking.

12.1 You and any Authorised Driver acknowledge that:

- (a) either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement
- (b) subject to clause 6 (Return of Vehicle), You may terminate the Rental Agreement at any time by returning the Vehicle to Travel Wheels. Please remember, there is no refund available for the unused portion of the rental in case of an Early Drop-off
- (c) Cancellation fees apply as follows in case you want to cancel your booking:
  - (I) a Cancellation fee of minimum 25% of the full Rental fee (equals the non refundable holding deposit to secure a booking) for Cancellations more than 30 days prior pick-up
  - (II) Cancellation fees of 50% of the full Rental Fee if cancelled 8-29 days prior pick up
  - (III) Cancellation fees of 75% of the full Rental Fee if cancelled 1-7 days prior pick up

- (IV) Cancellation fees of 100% of the full Rental Fee if cancelled on pick up day.

## TRAVEL WHEELS' LIABILITY

Travel Wheels' liability is subject to these Rental Terms and Conditions. If any incident occurs, where Travel Wheels fails to meet its obligations under this agreement, **Travel Wheels liability is strictly limited to a full refund of the unused portion of the rental fee.**

- 13.1 You and any Authorised Driver and Passenger acknowledge that:
- Travel Wheels will not be liable to You for any loss, damage or inconvenience caused by delayed delivery of the Rental Vehicle by a previous customer or by them dropping off in a different location to the one stated in the Rental Agreement document. Travel Wheels cannot guarantee, but will do its utmost to provide a Substitute Vehicle
  - Travel Wheels will not be liable for any loss or inconvenience from a change in the pickup/drop-off location caused by natural disasters such as but not limited to floods, cyclones, hailstorms, earthquakes, nor for any personal injury or damage to the Hirer's property
  - Travel Wheels cannot be held responsible for any insect infestation such as but not limited to mosquitoes, ants, flies, fleas or bedbugs. No refunds will be provided for any infestations mentioned above that could have occurred during the rental period. If You suspect any abnormality please report to Travel Wheels immediately
  - If any incident occurs, where Travel Wheels fails to meet its obligations under this agreement, then Travel Wheels liability is strictly limited to a full refund of the unused portion of the rental fee
  - Travel Wheels cannot be held liable for any misrepresentation or errors/omissions by an agent regarding vehicle availability, features, insurance options or the explanation of rental terms and conditions by a third party via email, phone, Internet or in a retail store.

## FINANCIAL OBLIGATIONS, USE OF CREDIT CARD

The following section informs You about financial obligations and the use of Your credit card. **It is your responsibility to ensure sufficient funds on Your credit card account at all times.**

- 14.1 You and/or any Authorised Driver must pay to Travel Wheels:
- all Rental Charges
  - any amount you are liable to Travel Wheels under the Rental Agreement
  - any Rental charge invoiced to you after Return of the Vehicle (eg. Charges for missing items, Administration fees). Travel Wheels will provide details to you if contact details are present (preferable via email).
- 14.2 You and any Authorised Driver and Passenger acknowledge that
- each person travelling in the Vehicle is liable, jointly and severally for all obligations, charges, traffic infringements, damages and any reasonable administration/legal costs to recover any damages to a Travel Wheels vehicle or third party
  - Travel Wheels accepts the following credit cards: MasterCard, Visa Card. Travel Wheels does not accept Diners or American Express. Travel Cards or Debit Cards are not accepted for the imprint of a security bond.
  - Eftpos payments and all transactions are conducted in Australian Dollars
  - An administration fee of 3% per transaction applies. There are no additional charges for cash payments.
- 14.3 You, any Authorised Driver and passenger authorise Travel Wheels to charge all amounts payable to Travel Wheels under the Rental Agreement to Your credit card Account or any other credit card provided by You, any Authorised Driver or passenger travelling in the Vehicle.
- 14.4 You, any Authorised Driver and passenger authorise Travel Wheels to process and update a pre-authorisation swipe

equivalent to the Insurance Excess Amount on the provided credit card during your rental period

- 14.5 If You are entitled to a refund, Travel Wheels will pay, within a reasonable time, to You any refund that is due by any method Travel Wheels may reasonably choose. Due to exchange rate fluctuations there may be some small variation in the amount initially debited against a credit card and any performed Refunds when the Vehicle is returned. Travel Wheels accepts no liability for these variations in exchange rate fluctuations.
- 14.6 If You fail to pay any amount due in connection with this Rental Agreement within 14 days from the day you were required to pay, You must pay
- interest at 20% per annum (on a daily basis) on the amount that was originally due
  - Travel Wheels' Collection Costs including interest on those collection costs in accordance with 14.6 (a).

## RATE FLUCTUATIONS AND PRICE PROMISE

Travel Wheels rates and features of Vehicles quoted are subject to change. The online booking system and central reservations team will **automatically provide You with the best possible deal.**

- 15.1 Changes in the daily rate may occur as a result of Travel Wheels' 'dynamic pricing' depending on demand for Vehicles.
- 15.2 Any booking amendments will be based on the original daily rate.
- 15.3 **Price Promise:** If You can find the same Vehicle with similar features for a lower price elsewhere, before You book or even up to 48 hours after You book (prior to pick up), then Travel Wheels will match the price. A scanned/printed alternative quote for the same vehicle type, dates, pick up/drop off location & terms must be provided to info@travelwheels.com.au. Price matches are valid on the initial quote and are non-negotiable beyond the initial offer. Travel Wheels reserves the right to withdraw a Price Match offer at any time prior booking.

## ERRORS ON THE RENTAL AGREEMENT

Errors on the Rental Agreement document may occur. **Please advise Travel Wheels immediately if there is any discrepancy** between Your booking details and details listed on Your Rental Agreement document.

- 16.1 The charges as set out in the Rental Agreement document are not final. Should a written and/or a calculation error occur, You authorises Travel Wheels to charge Your credit card for any shortage, or in case of overpayment, to receive payment from Travel Wheels.

## DISPUTE RESOLUTION

In the unfortunate event that you are **unsatisfied** with the perceived value of a product or service and you wish to **file a complaint**, Travel Wheels will process your request and do its utmost to rectify the problem.

- 17.1 You agree to resolve any complaint/dispute with Travel Wheels by notifying Travel Wheels in writing with all details and relevant evidence (e.g. pictures) within five (5) business days on info@travelwheels.com.au or by calling the Hotline 1800 289 222 within 24 hours whilst on the road.

## PRIVACY NOTICE - HOW IS YOUR PERSONAL INFORMATION USED AND DISCLOSED

In the course of your Booking and Rental, **personal information may be used and disclosed.** For any detailed information please contact Travel Wheels via Email or Hotline.

- Your personal information may be used and disclosed as follows:**
- Travel Wheels uses your personal information to:
- Provide its services and administer those services
  - Improve and research its services, which includes customer satisfaction surveys and information about improvements via Email, telephone or fax
- Travel Wheels may disclose your information to third parties, such as

- Travel Wheels' Agents and Contracted Service Providers
- Credit card providers
- Fraud checking and credit reporting agencies
- Debt collection agencies, if you default in payment of amounts owed to Travel Wheels
- Government, Council and private organisations responsible for the processing of traffic related infringements
- Police, Insurance and other persons involved in case of an accident or claim as well as driver licensing authorities

- (II) an additional \$100 administration fee applies If You cancel a Relocation less than 48 hours prior Pick-up, to cover costs arising from the complexity to obtain a new driver.

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#### PAYMENT DEFAULT

To obtain a credit report about you and allow the setup of a credit information file and list your default and debt on that file Travel Wheels may provide your information to a credit reporting agency.

#### WHERE YOU CAN GET FURTHER INFORMATION

Australian Auto Network Pty Ltd. - Travel Wheels  
 Mail: 11-15 Clevedon Street , Botany, NSW 2019  
 Ph: 0414 891 880  
 Email: info@travelwheels.com.au



## ADDITIONAL TERMS & CONDITIONS FOR RELOCATIONS & SHORT TERM RENTALS

### RELOCATIONS / SHORT TERM RENTALS

**Relocations and Short Term Rentals** underlie additional Terms and Conditions of Rent. They are cut price specials to help move vehicles to other depots and are **not classed as a standard full price rental** which meets industry standards for cleanliness/equipment levels.

- I.I You, any Authorised Driver acknowledge that
- (a) Bookings through an online resellers such as 'Standbycars', 'Transfercar' or any other relocation company or agent is a booking service on behalf of Travel Wheels
  - (b) By signing your Rental Agreement document Your Rental is subject to Travel Wheels' terms and conditions only which overwrite any prior taken agreement
  - (c) Travel Wheels does not accept any liability for unavailability of vehicles caused by an online reseller of relocations over-selling the vehicle inventory. Travel Wheels further takes no liability for the actuality of Web advertised Relocation Deals
  - (d) Travel Wheels reserves the right to cancel Your Relocation/ Short Term Rental any time prior Pick up if it is no longer required to fulfil another booking against a full refund of the paid Relocation deposit only, and reserves the right to change the model/age/vehicle type/features and equipment of a relocation vehicle at its discretion
  - (e) Travel Wheels cannot be held liable for any resulting costs arising from unavailability of a Relocation Vehicle. Travel Wheels will do its utmost but cannot guarantee to provide a Substitute Vehicle. **Please do not book any flights or accommodation as all Relocation hires are on 'standby basis only' and Travel Wheels has the right to cancel any relocation vehicle hires at any time prior pick up**
  - (f) Relocation Vehicles must be used as means of transportation only. All camping, cooking and bedding equipment must not be used during a Relocation Rental
  - (g) Relocation or Rental specials hires may be required to carry extra items between depots and You are responsible for the safety of these items during the hire
  - (h) Transfers to and from Travel Wheels depots are not included.
  - (i) A \$100.00 holding deposit for a booking and \$2000 Bond (Excess Amount) at Pick up apply. The Excess amount will be released and the Deposit (reduced for sum of daily rate) refunded on return of the Vehicle at the correct time/depot
  - (j) If credit card funds are insufficient for the Excess at time of Pick up, Travel Wheels may cancel the Relocation/Short term rental and a Cancellation/Administration fee of \$100 applies
  - (k) Travel Wheels may offer a 'Fuel Allowance' which will be refunded against receipts at Drop-off
  - (l) If You cancel a Relocation/Short Term Rental:
    - (I) Your holding deposit will not be refunded