

Valid from the 1st September 2016 and supersedes all other provisions, warranties, terms and conditions.

This Agreement is made on the date specified on the Rental Agreement between Travellers Autobarn and the Hirer. You are obliged to read this document thoroughly and ask for clarification of any points you do not understand.

### 1 Definitions

"Agreement" means the Rental Agreement and these Terms and Conditions. "Hirer" means the person or persons nominated as the hirer, additional drivers and any person whose credit card is presented for payment or is otherwise responsible for any payment associated with the rental or the security bond. "Travellers Autobarn" means Periloo Pty T/as Travellers Autobarn. "Vehicle" means the initial Vehicle and any replacement Vehicle hired by the Hirer and includes all equipment, accessories, tyres, tools or any additional hire items.

### 2 Vehicle Condition, Pick-up and Drop-off

- 2.1** The Vehicle is delivered to you in good operating condition. You agree to return the Vehicle in the same condition (except for ordinary wear and tear, not including windscreen or tyre damage) together with all tools, tyres, accessories and equipment to the location specified on the Rental Agreement and on the date there specified (or sooner, if demanded by Travellers Autobarn).
- 2.2** Travellers Autobarn may take possession of the Vehicle without prior demand and at your expense if it is illegally parked, used in violation of the law, any term of this Agreement is breached or if it is apparently abandoned.
- 2.3** Vehicle pick ups are available anytime between 9:00 am and 4:00 pm Monday to Friday, and between 9:00 am to 12:00 pm on Saturdays. Vehicle drop offs must be before 3:00 pm Monday to Friday and before 12:30 pm Saturday. No pick ups or drop offs are provided on Sundays and public holidays.
- 2.4** Please note that Melbourne and Darwin branches are subject to shortened low season opening hours. These hours are 1000 to 1600 weekdays and closed Saturday and Sunday. Low season in Melbourne is from 1st June to 31st August and in Darwin is from 15th December to 15th March.
- 2.5** There is no refund for late pick up or early return of a Vehicle. Hirers are charged for the length of time booked, not the actual time used. We strongly recommend that all Hirers take out their own premium travel insurance, in the event a Hirer, for reasons of their own, needs to return a Vehicle earlier than expected.
- 2.6** A 59 minute grace period after the return time stated on the Rental Agreement applies to all rentals, should the Vehicle not be returned within the grace period a \$250 fee applies. Vehicles overdue may also incur an additional \$250 fee per day and be reported to the police as stolen.

### 3 Change of Drop off Location

- 3.1** Any change of return location can only be authorised by Travellers Autobarn Central Reservations and depends solely on future bookings and availability. The change of drop off location is not confirmed as approved until after the change of location fee has been accepted and paid. Please note; a casual conversation with a Travellers Autobarn staff member does not constitute authorization. An approved change of location may attract a fee to a maximum of \$500. Please communicate all change of Drop off location requests by calling Central Reservations on the FREECALL (from landlines only) 1800 674 374 or +61 2 8323 1555 (from mobiles and overseas) Customer Assistance Line at the earliest possible opportunity as all requests are subject to availability.
- 3.2** An unauthorised change of location drop off will see the Hirer responsible for the entire cost of relocating the Vehicle to its intended location plus a \$500 fee.

### 4 Rental Duration, Kilometers and One Way Fees

- 4.1** For all Vehicles, day one of the rental period is the day of pick up, regardless of the time, and the day the Vehicle is returned is counted as the final day also regardless of the time.
- 4.2** The minimum rental period is 5 days for all Vehicles (same city return). One way rentals have different minimum rental periods between 10 and 35 days.
- 4.3** A one way fee may apply; this fee may vary according to location, seasonality and length of booking. East Coast rentals longer than 28 days will not incur any one way fee.
- 4.4** All Vehicles have unlimited kilometers included in the price.
- 4.5** Rates are in Australian Dollars.

### 5 Multiple Rentals

Consecutive rentals can be combined to qualify for a long term discount rate provided travel is within a three month period. If drop off of a Vehicle and pick up of a new Vehicle occurs on the same day then each will be charged separately per respective rental. Multiple rentals are treated as separate rentals under the one way fee and minimum rental period conditions.

### 6 Rental Extensions and Amendments

- 6.1** If, you, the Hirer wish to extend the rental whilst on hire, you must first obtain authorisation from Travellers Autobarn's Central Reservations. Please note, a casual conversation on the topic with a Travellers Autobarn staff branch member does not constitute authorisation. Your requested extension is not authorised until expressly approved, and you have nominated a specific date and the extension is paid in full. Calling a day or two before you are due to drop off and requesting an extension may be rejected due to future bookings on your Vehicle. Please communicate all extension requests by calling Central Reservations on the FREECALL (from landlines only) 1800 674 374 or +61 2 8323 1555 (from mobiles and overseas) Customer Assistance Line at the earliest possible opportunity as all requests are subject to availability.
- 6.2** Please communicate all extension requests by calling Central Reservations on the FREECALL (from landlines only) 1800 674 374 or +61 2 8323 1555 (from mobiles and overseas) Customer Assistance Line at the earliest possible opportunity as all requests are subject to availability. No refunds will be given for any booking amendments to the rental dates within 28 days of collection (if the length of hire is shortened) and the rental will be charged at the number of days originally booked. A relocation fee may apply if the collection or return location is amended within 28 days of Vehicle pick up.

### 7 Change of Vehicle

- 7.1** We reserve the right to substitute a comparable or superior Vehicle at no extra cost where unforeseen circumstances dictate. This shall not constitute a breach of contract and does not entitle the Hirer to any refund.
- 7.2** Should the Hirer decide to downgrade their Vehicle from that originally booked they will not be entitled to any refund.

### 8 Rental Refusal

Travellers Autobarn reserves the right to refuse any rental at our discretion.

## 9 Driver's Licence

- 9.1** A valid full driver's licence (state, national or international) is required for each nominated Hirer which must be presented at the time of the rental.
- 9.2** If the driver's licence is not written in English then an international driver's licence will also be required. An accredited English translation will be accepted in lieu of an international driving licence.
- 9.3** A fee of \$3 per day per extra driver is applicable and payable on pick up. Fees are payable up to a maximum of \$75 (25 days), thereafter no fees apply. Up to 4 additional drivers are allowed. All additional drivers must be noted and must sign the Rental Agreement at a Travellers Autobarn branch.
- 9.4** Only those individuals who are named and are signatories to the Rental Agreement are authorised to drive the Vehicle.

## 10 Minimum/Maximum Age

- 10.1** The minimum age for all drivers is 18 years old.
- 10.2** The maximum age for all drivers is 80 years old.

## 11 Use of the Vehicle

- 11.1** Persons who must not drive the Vehicle.
- 11.1.1** A person who is not identified on the Rental Agreement.
- 11.1.2** A person who is not licensed for that class of Vehicle.
- 11.1.3** A person whose blood alcohol concentration exceeds the lawful percentage.
- 11.1.4** A person who has given or for whom you have given a false name, age, address or driver's licence details.
- 11.1.5** A person whose driver's licence has been cancelled or suspended within the last three years.
- 11.2** Circumstance in which and/or for which the Vehicle must not be used.
- 11.2.1** To carry persons for hire or to carry inflammable, explosive or corrosive materials.
- 11.2.2** To propel or tow any Vehicle, trailer, boat or other object unless Travellers Autobarn has authorized such use in writing.
- 11.2.3** To carry any greater load and/or more persons than is lawful or use in a manner or for a purpose other than for which it was designed and constructed.
- 11.2.4** For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.
- 11.2.5** In a dangerous or careless manner.
- 11.2.6** For any illegal purpose.
- 11.2.7** In contravention of .....AUSTRALIAN ROAD RULES.
- 11.3** The Hirer acknowledges that Travellers Autobarn retains title to the Vehicle at all times. The Hirer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.
- 11.4** Smoking, the carriage of pets or other animals, and/or use of candles or mosquito coils are expressly prohibited. Registered Guide dogs excepted.

## 12 GPS Units

- 12.1** A fee of \$7 per day applies for the hire of a GPS unit. Fees are payable up to a maximum of 20 days, thereafter no fees apply (maximum \$140).
- 12.2** The Hirer will be liable up to a maximum charge of \$250 should the GPS unit, mount, charger or carry case be lost, missing or damaged during the rental. The Hirer must also ensure due care is taken with the GPS unit ensuring that it is kept protected and out of sight while the Vehicle is unattended. The Hirer must also follow all usage and safety guidelines provided by the manufacturer of the GPS unit and Travellers Autobarn.
- 12.3** Travellers Autobarn is not responsible for any harm, damage, loss or misadventure that occurs as a result of use of the GPS unit.

## 13 Living & Camping Kits

All campervans will be supplied with living equipment (such as bedding, cooking equipment, eating utensils, bath and tea towels), 2 and 3 berth campervans for a fee of \$45, 4 berth campervans for \$75. 4 berth campervans can have equipment for a 5th person added for an additional cost of \$25. Stationwagons will be supplied with camping equipment (including tent, cooker, esky, and table and chairs), suitable for 2 persons for a fee of \$45. Extra kits for Stationwagons are available on request for a further fee of \$45. Camping equipment can only be removed from Stationwagons on request.

## 14 Maps and Campground Guides

Some maps and tourist guides are available free of charge from pick up branches. A comprehensive Handy Australian Atlas or 'Camps' (free camping guide Australia wide), which also includes an atlas, can be found in every Vehicle.

## 15 Baby / Booster Seats

Baby seats can be supplied for a fee of \$45 for use in Stationwagons and Hi5 Campervans ONLY. Baby seats cannot be fitted into ANY other campervan class. For children aged 4-7 years inclusive, a booster seat can be supplied for a one time fee of \$45 which is suitable for use in all Vehicles. The supply of all child restraints is subject to availability and fitting of the restraints remains the responsibility of the Hirer.

## 16 Gas Bottle

The Hirer acknowledges having received the Vehicle Gas Bottle full of gas (if applicable) and will return the Vehicle with a full Gas Bottle unless having purchased the Prepaid Gas option for \$35. If the Gas Bottle is not full on return a \$50 refill fee will be charged.

## 17 Cleaning Fee

All Vehicles must be returned washed, vacuumed and tidy. Alternatively you can elect to waive the requirement to return the vehicle washed, vacuumed and tidy for a \$100 fee, payable anytime. This does not allow hirers to return the vehicle in a complete mess and a minimum fee of \$200 will apply if the Vehicle is returned in an unsatisfactory condition.

## 18 Cancellation Fees

- |   |                                   |
|---|-----------------------------------|
| If cancelled within 28 days of pick-up:               | \$200                             |
| If cancelled within 7 days of pick-up:                | 50% of the total cost of rental   |
| If cancelled on the day of pick-up or non-appearance: | No refund on total cost of rental |
- There is no refund for late pick up or early return of Vehicle.

## 19 Deposits and Payment

- 19.1** For direct bookings, a minimum deposit of \$500 of the total rental charge is required when making a reservation to secure your booking. Bookings are not confirmed until the deposit is received.
- 19.2** The full balance due for the rental period is payable upon pick up of the Vehicle. Payment can be made by cash, traveller's cheque, bank cheque, debit or credit card.
- 19.3** We accept Visa, MasterCard, American Express and Diners Club. Visa and Mastercard will incur an additional non-refundable 2.2% payment administration fee on any transaction. American Express and Diners Club will incur an additional non-refundable 5% surcharge on any transaction.
- 19.4** If your overseas debit or credit card has been charged in your home currency, the foreign exchange conversion rate applied is the exchange rate applied by our merchant supplier at the time the transaction is processed. Due to exchange rate fluctuations there could be some variance in the amounts charged or refunded compared to the amount initially charged. You irrevocably agree to release Travellers Autobarn from any liability for such variation.

## 20 Taxes

The rental charges in this Agreement are inclusive of GST unless otherwise stated.

## 21 Traffic Infringements and Tolls

A non-refundable \$75 infringement processing fee will be charged per infringement or toll notice to cover processing costs in relation to any speeding, parking fine, traffic infringement or toll notice. You agree that we may pass your credit card and any other relevant personal details in relation to the rental of the Vehicle to a third party who is responsible for contacting you directly for all infringements and notices. All enquires in relation to infringements and notices should be forwarded to [info@penaltymanagement.org](mailto:info@penaltymanagement.org). The renter remains liable for the payment of the original fine or toll.

## 22 Road Restrictions and Island Trips

**22.1** Vehicles may only be driven on sealed roads/bitumen roads or well maintained access roads less than 500 metres long to recognised camp-grounds and parking areas. Travel on unsealed roads voids all liability limitations and coverages. The Hirer is liable for the total cost of any damage to all parties involved whilst travelling, or having travelled, on unsealed roads.

**22.2** Travellers Autobarn reserves the right at its sole discretion to restrict Vehicle movements in certain areas due to adverse road or weather conditions.

**22.3** All Travellers Autobarn Vehicles are restricted to mainland Australia. Trips to islands, including Tasmania and Kangaroo Island are allowed only with prior permission from Travellers Autobarn. All recovery costs from any island are the Hirer's responsibility, regardless of cause. (Unauthorised travel will void all liability limitations and coverages. Hirers will also be responsible for all costs associated with the rental, including servicing, breakdown and recovery as well as loss of bond).

**22.4** If Travellers Autobarn has reason to believe that your Vehicle may have been driven on unsealed roads the Vehicle bond will be retained until a complete inspection of the Vehicle determines if any damage has occurred. The Hirer will be liable for any damage found. If it is determined that the Vehicle has been off-road but no damage is evident you will still be charged \$250 for breach of duty.

## 23 Customer Care and On-Road Assistance

**23.1** AUTO CLUB 24 Hour Road Side Assistance service is provided, if the Vehicle requires Roadside Assistance (NRMA/RACQ/RACV etc) please call 1300 369 349, select Option 1 and quote the Travellers Autobarn Membership Number shown on your key ring. Only after Roadside Assistance has assessed the Vehicle should you call Travellers Autobarn. Please note that call outs from Roadside Assistance due to the Hirer's error or non-mechanical issues such as running out of petrol, flat battery resulting from leaving lights/engine on, keys locked in Vehicle will result in a charge of \$80 to the hirer.

**23.2** TRAVELLERS AUTOBARN ON-ROAD ASSISTANCE. Travellers Autobarn provides a FREECALL CUSTOMER ASSISTANCE TELEPHONE LINE (from landlines only) 1800 674 374 or (from mobiles) +61 2 8323 1555- Charges apply. If you have any questions at all during your rental.

**23.3** TRAVELLERS AUTOBARN CUSTOMER ASSISTANCE TELEPHONE LINE service operates 09:00 to 18:00 Monday to Saturday and 10:30 to 15:00 on Sundays and Public Holidays (Eastern Standard Time and Eastern Daylight Savings Time). Callers from Western Australia need to adjust for a 2-3 hour time difference.

**23.4** WEEKEND & PUBLIC HOLIDAY LIMITED SERVICE - The Travellers Autobarn CUSTOMER ASSISTANCE TELEPHONE LINE is offered as a courtesy to Hirers who may find themselves in desperate need of our support. On weekends, most support services such as mechanical garages, etc are closed and therefore limited help is available, in any case. Note the CUSTOMER ASSISTANCE Line is a FREECALL from landlines only 1800 674 374. For Mobiles, charges will apply +61 2 8323 1555.

**23.5** Please restrict weekend calls to the CUSTOMER ASSISTANCE LINE to EMERGENCY CALLS ONLY. Note the CUSTOMER ASSISTANCE Line is a FREECALL from landlines only 1800 674 374. For Mobiles, charges will apply +61 2 8323 1555.

**23.6** If your call relates to servicing, administration, extensions, accounts enquiries, etc or minor mechanical issues please call Monday to Friday 09:00 to 17:00.

**23.7** Travellers Autobarn does not offer a 24/7 customer assistance line.

## 24 Repairs

**24.1** Travellers Autobarn Vehicles are maintained and serviced to a high standard, however this does not prevent the occasional mechanical malfunction. Minor repairs of a mechanical nature costing less than \$100 may be effected without our authorisation and will be reimbursed upon completion of the rental if tax invoices are produced.

**24.2** If you experience any problems, even minor, you must ring our FREECALL (from landlines only) 1800 674 374 or +61 2 8323 1555 (from mobiles and overseas) Customer Assistance Line for further assistance and advice. For amounts over \$100, Travellers Autobarn must be informed and approve repairs. We will approve repairs provided the Hirer was not directly responsible for the damage. Tax invoices must be submitted or the claim will not be paid.

**24.3** In all cases the responsibility of Travellers Autobarn is limited to refunding the time that the Vehicle was actually in repair. This can be in the form of a rental extension or refund (the cost of the protection package is not included). No alternate accommodation, travel costs, or food items will be paid during downtime. Replacement Vehicles will not be supplied.

**24.4** Any problems associated with the Vehicle, including equipment failure, must be reported to Travellers Autobarn as soon as possible and within 24hrs in order to give Travellers Autobarn the opportunity to rectify the problem. Failure to do so will compromise any claims as we can not accept liability for any claims submitted after this period.

**24.5** Malfunctions of stereo systems, cabin lights, air-conditioning, fridges, microwaves, sink water pumps etc., are not considered mechanical breakdowns and downtime will not be paid.

**24.6** Towing and retrieval of accident damaged Vehicles is not covered.

## 25 Fuel and Fluids

**25.1** For your convenience the fuel tank is full on pick up and should be returned full by the Hirer. The charge for re-filling is \$2 per litre plus \$50 this covers the additional labour time taken to refill the Vehicle. Fuel receipts must be produced on return of the Vehicle to show that you have refilled the Vehicle within 10KMs of return location.

### 25.2 IMPORTANT - OIL & WATER LEVELS

The Hirer is responsible to check, at least daily and maintain all fluid levels and must immediately rectify and report to Travellers Autobarn by calling the FREECALL (from landlines only) 1800 674 374 or +61 2 8323 1555 (from mobiles and overseas) Customer Assistance Line any defect of which you become aware of, however slight. Topping up a Vehicle that is losing water somehow is not rectifying the problem. Rectification means a fit and proper diagnosis and repair. Travellers Autobarn cannot stress enough your responsibility in this regard. Continued operation of the Vehicle after a defect has occurred may lead to serious consequential damage to the engine for which you will be held responsible.

\*\*\*\*\*If you are adding more than ½ litre of water to your car every day YOU HAVE A PROBLEM AND NEED TO CALL US IMMEDIATELY (Immediately = NOW, not 2 days time) \*\*\*\*\*

### 25.3 IMPORTANT - AVOIDANCE of OVERHEATING

We cannot stress enough the risks of continued driving if your car begins to overheat, or if it has a known cooling system problem of any kind. If your temperature gauge moves in a direction that is a departure from normal, stop immediately, investigate and call Travellers Autobarn on the FREECALL (from landlines only) 1800 674 374 or +61 2 8323 1555 (from mobiles and overseas) Customer Assistance Line. Do NOT wait for it to cool and drive again as you may cause further catastrophic damage to your engine, for which you WILL be held liable. Driving with an inoperative temperature gauge voids all liability limitations and coverages and may result in the Hirer being held liable if overheating occurs.

### 25.4 IMPORTANT - WATER CROSSING & CHARGES

Do not drive across flooded roadways.

Regardless of damage liability cover selected, the hirer remains fully responsible for any damage caused as a result of driving or immersing the vehicle in water.

## 26 PROTECTION PACKAGE

**26.1** If you act within this Agreement Travellers Autobarn will grant damage cover (including legal costs incurred with our consent) for your benefit in respect of damages to the Vehicle or Third Party damage other than any property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control. This cover is subject to:

**26.1.1** Your payment of the damage/loss liability charge stated on the Rental Agreement.

**26.1.2** Your not having acted or having caused any other person to have acted in any manner which is in, contravention of this Agreement including the special conditions of the Rental Agreement.

**26.1.3** Your not being covered under any other policy of insurance.

**26.1.4** Your providing such information and assistance as may be requested and, if necessary, authorising Travellers Autobarn's insurer to bring, defend or settle legal proceedings but Travellers Autobarn shall have sole conduct of the proceedings.

**26.2** Personal Injury The Vehicle has compulsory third party personal insurance cover. It is likely that any other vehicle involved in an accident also has third party insurance cover. Depending on the circumstances of the accident, the Hirer may be entitled to claim for their personal injury against the third party insurance of the party responsible for the accident. The extent of such third party insurance varies in different states and territories and Travellers Autobarn strongly recommends that all passengers take out their own Personal Injury Travel Insurance.

**26.3** Property Damage The Vehicle is covered for damage to it or damage to the property of a third party. However the Hirer is responsible up to the amount of the applicable liability for the cost of such damage to third party property, or to the rented Vehicle except where any term of this Agreement has been breached. The Hirer is also responsible for administration costs and the cost of demurrage for the period the Vehicle is unavailable due to repairs. The liability applies in respect of each claim (accident), not per rental. In addition to the liability an administration fee of \$190 will be charged per claim (accident). The liability is applicable regardless of who is at fault and must be paid at the time the accident is reported to Travellers Autobarn, not at the completion of the rental period. In the event of a no-fault accident, Travellers Autobarn will make every attempt to refund to the Hirer any costs recovered from the party at fault less a minimum \$190 administration fee.

**26.4** A VALID VISA OR MASTERCARD CREDIT CARD IS REQUIRED FOR THE SECURITY BOND. If you do not have a valid Visa Card or Mastercard please contact us so that we can email you a credit card authorisation form which allows you to use the credit card of a family member/guarantor.

**26.5** A security bond is required upon pick-up of the Vehicle. The amount of the security bond is determined by the applicable damage protection option you have chosen. Payment of the bond is only accepted by a signed credit card pre-authorisation (sufficient funds must be available), the amount of the bond will not be debited from your account at this time.

**26.6** If there is damage to the Vehicle on its return, the bond will be used to cover the cost of such damage up to the amount of the relevant liability. However, if any term of this Agreement has been breached and the bond is insufficient to cover the damage then any extra cost will be charged.

**26.7** Reminder: It is one bond per accident/damage and not per rental, therefore once you report the accident to Travellers Autobarn, another bond will need to be pre authorised, otherwise you cannot continue with the rental.

**26.8** Accidents and any other damages must be reported to the FREECALL (from landlines only) 1800 674 374 or +61 2 8323 1555 (from mobiles and overseas) Customer Assistance Line within 24 hours of the occurrence or all liability limitations and coverages are void.

**26.9** All liability limitations and coverages are void if any term of this Agreement is breached.

**26.10** Security Bond / Liability Options

Cost per day:	Standard Protection included in daily rate	Midway Protection \$16	Protection Plus \$25
Bond / Liability:	\$2500	\$1200	\$0
Windscreen repairs and replacements:	Renter pays*	Renter pays*	One front windscreen
Tyres repairs and replacements:	Renter pays*	Renter pays*	Two Tyres

Protection Plus & Midway Protection is payable to a maximum of 50 days for all Vehicles.

Protection Plus includes one front windscreen and two tyres.

If the Protection Plus excess reduction option has been chosen a credit card imprint of the Hirer's credit card will be taken as security in case of a breach of any terms in this Agreement or any administration fees in respect of infringement notices.

**26.11** \*Additional Coverages

**Windscreen Waiver:** With the purchase of the windscreen waiver, the Hirer is not responsible to pay in the event that the windscreen needs to be replaced (first windscreen only and side & rear windows are excluded). All Vehicles = \$3/day up to maximum \$75 (Note: If no additional coverage, windscreen chips are charged at \$90 each, any more than 3 chips will result in a windscreen replacement charge of \$450), side and rear glass \$800 each.

**Tyre Waiver:** With purchase of the tyre waiver, the Hirer is not responsible to pay in the event that tyres need to be replaced due to damage (up to max of two tyres per rental). All Vehicles = \$3/day up to maximum of \$75 payable.

## 27 Full Responsibility

**At all times the Hirer is responsible for:**

**27.1** Damage caused where the terms of this Agreement have been breached.

**27.2** Damage caused due to Vehicle use in contravention to clause 11.

**27.3** Damage caused by not driving in a prudent and cautious manner.

**27.4** Damaged caused by driving on unsealed roads or beach driving.

**27.5** Damage caused to the Vehicle in any way by part or total water submersion including flood water, river water, salt water, or any other source of water.

**27.6** Damage caused due to a single Vehicle write off or rollover.

**27.7** Damage caused to the Vehicle by the Hirer's wilful conduct e.g sitting or standing on the bonnet or roof of the Vehicle.

**27.8** Damage caused to the Vehicle when using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.

**27.9** Damage caused to the interior of the Vehicle regardless of cause when no other vehicle is involved.

**27.10** Damage caused due to use of incorrect or contaminated fuel.

**27.11** Damage or loss caused to any personal belongings.

**27.12** Damage to the awning, overhead (roof) or under-body of the Vehicle.

**27.13** Damage caused as a result of an accident from striking an animal whilst driving before dawn or after dusk outside of any city limits.

**27.14** Damage caused where you have failed to maintain all fluid and fuel levels or failed to immediately rectify or report to us any defect of which you become aware.

**27.15** All costs to replace keys which have become lost, broken, damaged, stolen or retrieval of keys which been locked in the Vehicle, or where the Vehicle has been stolen due to it being unlocked.

**27.16** Damage caused where it is deemed by local authorities to have been careless or willful in failing to abide by the local road rules, resulting in damage to the hired Vehicle and/or Third Party Vehicle or property.

**27.17** Damage caused if you fail to take reasonable measures for the safety of the Vehicle, its parts or accessories, or fail to comply with all restrictions on the use of the Vehicle or otherwise abuse or misuse it.

## 28 Financial Obligations and Payment of Charges

**You are responsible for and by entering into this Agreement you authorise Travellers Autobarn to debit the credit card or any other card provided (and you will pay on demand any balance) the following charges:**

**28.1** All rental charges specified on the Rental Agreement

**28.2** All charges claimed from Travellers Autobarn in respect of parking or any other traffic violations incurred during the period of hire or until such later time as the Vehicle is returned to Travellers Autobarn.

**28.3** All loss or damage to the Vehicle, legal expenses, assessment fees, towing and recovery, consequential third party damage, storage, loss of use, Travellers Autobarn service charges and a \$250 Breach of Duty fee where any term of this Agreement, and in particular clause 11 and clause 27, has been breached.

**28.4** Where the Rental Agreement is comprised of more than one Hirer all Hirers are jointly and severally responsible under this Agreement.

## 29 General Provisions

**29.1** You will within 24 hours report any incident involving loss or damage to the Vehicle or loss involving the Vehicle while hired under this Agreement to the Travellers Autobarn location where the Vehicle was hired and will deliver to Travellers Autobarn immediately, every summons - complaint or paper in relation to such loss. Compliance with this sub - paragraph does not excuse the Hirer from reporting all incidents to the police or other proper authorities.

**29.2** You release and hold harmless Travellers Autobarn (and its agents and employees) from all claims for loss or damages to your personal property, or that of any other persons property left in the Vehicle, or which is received, handled or stored by Travellers Autobarn at any time before, during or after this rental period whether due to Travellers Autobarn's negligence or otherwise.

**29.3** Except as provided by law no driver or passengers in the Vehicle shall be or deemed to be the agent, servant or employee in any manner for any purpose whatsoever.

**29.4** Travellers Autobarn gives no express or implied warranty as to any matter whatsoever including without limitation the condition of the vehicle and equipment, its merchantability or fitness for any particular purpose.

**29.5** No right of Travellers Autobarn under this Agreement may be waived except in writing by an officer of Travellers Autobarn.

**29.6** Words used in this Agreement to denote any gender shall include all genders, singular words include the plural, and noted on the Rental Agreement.

## 30 Relocation Conditions

A 'relocation' is a necessary vehicle movement between branches to satisfy the needs of full fee paying reservations. As such, Travellers Autobarn will offer a 'relocation' Vehicle at a heavily discounted rate, but will do so over the strictest of short periods such as to cover the transport needs of the Vehicle movement. Should you wish to travel for longer periods or would like more freedom with your Vehicle, we highly recommend you inquire about Travellers Autobarn's very competitive rental rates.

**30.1** The rental of relocation Vehicles are subject to the standard Terms & Conditions of Travellers Autobarn.

**30.2** Relocations must be delivered in the set days we outline and may be offered from as little as \$1.00 per day.

**30.3** A minimum \$200 cancellation fee applies for any confirmed relocation bookings which are cancelled or the Vehicle is not collected on the date agreed.

**30.4** Any late deliveries will incur penalties of \$500 per day. There is a reason for the relocation, usually it is being moved to fulfill a full fare paying reservation and as such wayward relocations will be dealt with harshly.

**30.5** Any request to extend relocations will be considered subject to availability, and if approved will be charged at the standard daily rate from day one. Minimum rental periods may also apply.

## 31 Limit of Liability and Indemnity

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

**31.2** In the event of an accident (unless caused by a Third Party), where the vehicle is no longer operational, no refund of the remainder of the hire period will be made and an alternative Vehicle will be supplied at our discretion.

**31.3** The Hirer shall keep Travellers Autobarn indemnified in full against all losses, damages, injury, costs, claims and expenses (including legal and other professional fees and expenses) suffered or incurred by Travellers Autobarn which are caused or contributed to by:

**31.3.1** a breach of any term in this Agreement by the Hirer

**31.3.2** any reckless or wilful act or omission of the Hirer (its officers, employees, contractors, agents or any other person for whom the Hirer is vicariously liable).

**31.4** You will not be exempt from liability towards Travellers Autobarn in the case of breach of contract. Therefore, you will be responsible for any financial loss Travellers Autobarn suffers as a result of such breach and for any relevant claims made by other people. You agree to pay any amounts Travellers Autobarn spends in enforcing these terms.

## 32 Proper Law

This Agreement is governed by the laws of the state of New South Wales.

## 33 Hirer Warranties

The Hirer warrants that all information supplied by them to Travellers Autobarn in connection with this Agreement is true.

## 34 Rates, Terms and Conditions

The rates and terms and conditions are subject to change without notice. For details on our privacy policy, please visit [www.travellers-autobarn.com.au](http://www.travellers-autobarn.com.au).



If you have any further questions please call us on +61 2 8323 1500 or email [info@travellers-autobarn.com.au](mailto:info@travellers-autobarn.com.au)

**TRAVELLERS**  
**AUTOBARN**

