TRAVELLERS AUTOBARN Australia Rental Terms & Conditions

Effective 3rd November 2026

Valid from the 3rd November 2026 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 to rent the Vehicle whose name and address appears on the Rental Agreement. Travellers Autobarn and the Hirer agree as follows:

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. **"Consumer"** means a consumer within the meaning of section 3 of the Australian Consumer Law. **"Hirer"** means the person or persons nominated as the hirer, all authorised drivers and any person whose credit card is presented for payment or who is otherwise responsible for any payment associated with the rental and/or the security bond. **"Travellers Autobarn"** means Periloo Pty Ltd T/as Travellers Autobarn. **"Vehicle"** means the vehicle identified in the Rental Agreement as well as any replacement vehicle and includes all equipment, accessories, tyres, tools or any additional hire items. **"We"** means Travellers Autobarn and **"our"** has a corresponding meaning. **"You"** means the Hirer under this Agreement and **"your"** has a corresponding meaning.

2 Vehicle Condition, Pick-up and Drop-off

2.1 The Vehicle is delivered to you in good operating condition. Subject to your rights under this Agreement, 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 Any existing Vehicle damage will be marked on the Condition Report completed at the time you hire the Vehicle
2.3 Vehicle pick-ups are available anytime between 9:00 am and 4:00 pm Monday to Friday, and between 9:00 am and 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 10:00 to 16:00 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. Please also note that the Darwin branch is closed from 18th December to 14th January.
2.5 There is no monetary 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 respect of the risk that a Hirer, for reasons of their own, may need to return a Vehicle earlier than expected. A credit voucher for the unused days in excess of 14 days may be issued if a request for an early return credit voucher has been approved by Travellers Autobarn in writing prior to returning the vehicle. The value is calculated using the daily rate only. The Hirer may also incur further applicable fees resulting from the change of date/location. The new daily rate will be recalculated based on the new drop-off date, the adjusted daily rate may be Higher than the originally booked daily rate. No credit is provided for optional extras or damage liability (Midway Protection or Protection Plus). A $100 admin fee applies. The credit voucher can be applied to any new reservations made directly with Travellers Autobarn by the original Hirer, and subject to normal terms and conditions.
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.
2.7 Travellers Autobarn may take possession of the Vehicle without prior demand and at your expense if it is illegally parked, used in violation of any applicable law, any term of this Agreement is breached or if the Vehicle is apparently abandoned.

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, paid, and you have received written confirmation. Please note; a casual conversation with a Travellers Autobarn staff member does not constitute authorisation. 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 Any unauthorised change/s of location drop off will see the Hirer responsible for the entire cost of relocating the Vehicle to its intended location plus any hire fees that are foregone by Travellers Autobarn by reason of the Vehicle being unavailable for subsequent hire at the agreed drop off location.

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 may apply and vary depending on location, seasonality, and booking duration.

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 and are inclusive of GST.

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 the Vehicle is on hire, you must first obtain written authorisation fromTravellers Autobarn's Central Reservations. A casual conversation on the topic with a Travellers Autobarn staff branch member does not constitute authorisation. Your requested extension is not authorised until it is expressly approved and confirmed in writing, and you have nominated a specific date and the extension has been paid in full. Calling a day or two before you are due to drop off and requesting an extension may result in your request being rejected owing to future bookings of 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 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.
6.3 An up to $250 change of booking fee may apply for any changes to same city return bookings within 28 days of the date of pick-up. An up to $500 change of booking fee may apply for any changes to one-way rental bookings within 28 days of the date of pick-up. No fees apply for any

changes to your bookings outside of 28 days of the date of 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 sole 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 Hire.
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.
9.4 All additional drivers must be noted and must sign the Rental Agreement in person at a Travellers Autobarn branch. Any drivers, that join mid-rental, are required to pay the appropriate Extra Driver fee for the full amount of all rental days of the booking.
9.5 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 reward
- **11.2.2** To carry persons for hire or to carry inflammable, explosive or corrosive materials.
- **11.2.3** To propel or tow any Vehicle, trailer, boat or other object unless Travellers Autobarn has authorized such use in writing.
- **11.2.4** 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.
- **11.2.5** For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.
- **11.2.6** In a dangerous or careless manner.
- **11.2.7** For any illegal purpose.
- **11.2.8** In contravention of AUSTRALIAN ROAD RULES.
- **11.2.9** For any ridesharing, ride-hailing, courier, delivery or similar commercial service, including but not limited to services operated through digital platforms or apps such as Uber, Uber Eats, DiDi, Ola, DoorDash, Menulog, Deliveroo, or any comparable platform, whether for remuneration or otherwise.

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 and Tablets

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 A fee of $10 per day applies for the hire of a Tablet. Fees are payable up to a maximum of 20 days, thereafter no fees apply (maximum $200).
12.3 The Hirer will be liable up to a maximum charge of $250 should the GPS unit or tablet, 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 or tablet 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 or tablet and Travellers Autobarn.
12.4 Travellers Autobarn is not responsible for any harm, damage, loss (including consequential loss) or misadventure that occurs as a result of use of the GPS unit or tablet.

13 Living & Camping Kits

Certain campervans will be supplied with living equipment (such as bedding, cooking equipment, eating utensils, bath and tea towels).
13.1 2 & 3 berth campervans for a fee of $45
13.2 4 berth campervans for $75. 4 berth campervans can have equipment for a 5th person added for an additional cost of $25.
13.3 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 Travellers Autobarn Road Trip App, Maps and Campground Guides

For the ultimate Road Trip guide, download the Travellers Autobarn App from the App or Play store free of charge. The app can be used to find everything from things to do, locations of Camp Sites, Toilets, ATMs, Petrol Stations and much more. A comprehensive free Australia wide camping guide, which also includes an atlas, can also 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 (babies must be six months or older for Hi5 Campervans). 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 as determined by Travellers Autobarn in its sole discretion.

18 Cancellation Fees

For pick-ups on or after 1st of July 2022:

If cancelled within 14 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

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,

19.3 We accept Visa, MasterCard and American Express.

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.
19.5 Travellers Autobarn is entitled to retain the Hirer's credit card details in accordance with the Payment Card Industry – Data Security Standard and take any action necessary to recover from the Hirer's credit card all amounts due by the Hirer pursuant to this Agreement, including any amounts due in respect of damage to the Vehicle or property of a third party and all additional charges as set out in this Agreement.

20 Traffic Infringements and Tolls

20.1 If you travel on a toll road during your Rental Period, we or a third-party firm ("Processor") of our choice, will charge any tolls and fees to your nominated debit/credit card, in addition you will also be charged a service fee of $3.30 per toll incurred.
20.2 Tolls and Fees means any toll charges and other fees and charges imposed by the operator of the toll road each time you travel on a toll road.
20.3 You agree that we or a Processor is authorized to charge toll, fees and service fees to your nominated debit/credit card.
20.4 A non-refundable $75 infringement processing fee will be charged per infringement to cover processing costs in relation to any speeding, parking fine or traffic infringement.
20.5 Travellers Autobarn will send you details of the relevant infringement and any reminder notice as soon as practicable after receipt thereof by Travellers Autobarn. Receipt of an infringement may be many weeks after you have returned your vehicle and is entirely under the control of the issuing authority.
20.6 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 for the purposes of contacting you directly regarding processing and administration for all infringements and notices received by Travellers Autobarn in connection with your use of the vehicle.
20.7 All enquires in relation to infringements and notices should be forwarded to the contact details of the relevant issuing authority. You will retain all rights to query, challenge or object to the authority that issued the infringement notice or to a court within the timeframe stipulated on that notice.
20.8 The renter remains liable for the payment of the original fine or toll.

21 Road Restrictions and Island Trips

21.1 Vehicles may only be driven on sealed roads/bitumen roads or well-maintained access roads less than 500 metres long to recognised campgrounds and parking areas. Travel on unsealed roads voids any liability reduction options under clause 26 of this Agreement and renders the Hirer liable in accordance with clause 27 of the Agreement for the total cost of Damage that is caused or contributed to by reason of travelling, or having travelled, on unsealed roads.
21.2 Travellers Autobarn reserves the right at its sole discretion to restrict Vehicle movements in certain areas due to adverse road or weather conditions.
21.3 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 any liability reduction options under clause 26 of this Agreement. Hirers will also be responsible for all costs associated with the rental, including servicing, breakdown and recovery as well as loss of bond).
21.4 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.

22 Customer Care and On-Road Assistance

22.1 AUTO CLUB 24 Hour Road Side Assistance service is provided, if the Vehicle requires Roadside Assistance **(NRMA/RACQ/RACV etc) please call us on 1800 674 374.**
22.2 Roadside Assistance Call-Outs 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, or becoming bogged, etc, will result in a charge of $99 to the Hirer payable directly to the Road Side Assistance, note this fee is not refundable to the Hirer by Travellers Autobarn.
22.3 TRAVELLERS AUTOBARN ON-ROAD ASSISTANCE. Travellers Autobarn provides a **FREECALL CUSTOMER ASSISTANCE TELEPHONE LINE (from landlines only) 1800 674 374 or +61 2 8323 1555 (from mobiles & overseas, charges apply),** if you have any questions during your rental.
22.4 TRAVELLERS AUTOBARN CUSTOMER ASSISTANCE service operates 09:00 to 20:00 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
22.5 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.
22.6 Please restrict weekend calls to the CUSTOMER ASSISTANCE LINE to EMERGENCY CALLS ONLY.
22.7 If your call relates to servicing, administration, extensions, accounts enquiries or minor mechanical issues please call Monday to Friday 09:00 to 17:00.
22.8 Travellers Autobarn does not offer a 24/7 customer assistance line.

23 Repairs and Mechanical Breakdowns

23.1 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 affected without our authorisation and will be reimbursed upon completion of the rental if tax invoices are produced.
23.2 If you experience any problems, even minor, you must ring **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 our approval must be sought and obtained before undertaking repairs. We will usually approve repairs provided the Hirer was not directly responsible for the damage, but reserve the right to approve or decline repairs on a case by case basis. Tax invoices must be submitted or the claim will not be paid.
23.3 Subject to rights and obligations under Consumer Law, if the Vehicle is not able to be driven as a result of the defect or breakdown, Travellers Autobarn's liability is limited to refunding You the hire fees (excluding any liability option reduction amount) for the time that the Vehicle was actually in repair or providing a replacement vehicle subject to availability. Travellers Autobarn may grant an extension to the rental period in lieu of providing a refund. Travellers Autobarn will not be responsible for the costs of alternative accommodation, travel costs (including travelling to the location named by Travellers Autobarn to collect any replacement vehicle), or food or any other cost or expense resulting from the breakdown, accident or repair of the Vehicle.
23.4 You acknowledge that if you do have an issue with your Vehicle, that when (Friday afternoons to Monday mornings & Public Holidays) and where (middle of nowhere?) you might have an issue are complicating factors that you have considered prior to choosing to rent a motor vehicle and you accept any delays caused that may arise from the lack of available parts or services and release Travellers Autobarn from any claims that may arise due to the timing or location of the issue. It is for this reason we urge all Hirers to be aware of what day of the week it is and be alert to any issues that may

23.6 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 Fuel, Fluids and Tyres

24.1 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.

24.2 IMPORTANT – OIL & WATER LEVELS

The Hirer is responsible to check, at least daily, and to maintain all fluid levels and immediately to 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, however slight. Topping up a Vehicle that is losing cooling liquid 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 and renders the Hirer liable in accordance with clause 27 of this Agreement and will void any liability reduction options under clause 26.

********** **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)** **********

24.3 IMPORTANT – TYRES

The Hirer is responsible to check, at least daily the condition of the Vehicles tyres including but not limited to tread depth, uneven wear and any visible damage, and must immediately 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. Travellers Autobarn cannot stress enough your responsibility in this regard. Continued operation of the Vehicle after a defect has occurred may lead to serious injury or consequential damage to the Vehicle and renders the Hirer liable in accordance with clause 27 of this Agreement and will void any liability reduction options under clause 26.

24.4 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 liable. Driving with an inoperative or malfunctioning temperature gauge may lead to consequential damage to the Vehicle and renders the Hirer liable in accordance with clause 27 of this Agreement and will void any liability reduction options under clause 26.

24.5 IMPORTANT – WATER CROSSING & CHARGES

Do not drive across flooded roadways. Any damage caused as a result of driving or immersing the Vehicle in water renders the Hirer liable in accordance with clause 27 of this Agreement and will void any liability reduction options under clause 26.

25 Accidents, Personal Injury, and Property Damage

25.1 In the event of an accident You must:

- **25.1.1** Record the location, date and time of the accident;
- **25.1.2** Record the names, addresses and vehicle registrations of third parties and any witnesses;
- **25.1.3** Record the name of the other party's insurance company;
- **25.1.4** Not accept blame or liability or insist the other party is at fault;
- **25.1.5** Report the accident to the police within 24 hours of the accident; and
- **25.1.6** Notify Travellers Autobarn within 24 hours of the accident.
- **25.1.7** Complete the Travellers Autobarn Accident Form

25.2 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.

25.3 Subject to the terms of this Agreement, Travellers Autobarn will grant to You the benefit of Travellers Autobarn's insurance with its insurer for loss or damage to the Vehicle (including legal costs incurred with our consent) and any Third-Party damage except any property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control.

25.4 You shall not receive the benefit referred to in 25.3 above where:

- **25.4.1** You have not paid the applicable security bond or liability reduction option amount stated on the Rental Agreement.
- **25.4.2** You have breached or caused any other person to have breached any term of this Agreement including the special conditions of the Rental Agreement.
- **25.4.3** You are not covered under any other policy of insurance.
- **25.4.4** You have provided such information and assistance as may be requested and, if necessary, authorising Travellers Autobarn's insurer to bring, defend or settle (at its sole discretion) legal proceedings but Travellers Autobarn shall have sole conduct of the proceedings.
- **25.4.5** If cover is extended to you by Our insurer:
  - **25.4.5.1.** You authorise Our insurer to commence, defend or settle, at its sole discretion, any legal proceedings;
  - **25.4.5.2.** Our insurer will have sole conduct of any proceedings; and
  - **25.4.5.3.** Any such proceedings shall be brought or defended in Your name.

25.5 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.

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

25.7 In the event of an accident the Hirer is responsible up to the amount of the applicable security bond for loss and damage to third party property and to the Vehicle except where any term of this Agreement has been breached and renders the Hirer liable in accordance with clause 27 of this Agreement and will void any liability reduction options under clause 26 of this Agreement. The Hirer is also responsible for a $190 administration fee and the cost of demurrage for the period the Vehicle is unavailable due to repairs. The security bond is payable 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.

25.8 It is one security bond per accident/damage and not per rental, therefore once you report the accident to Travellers Autobarn, another security bond will need to be preauthorised, otherwise you cannot continue with the rental.

25.9 In the event of an accident where the Vehicle is no longer operational, it will be at the discretion of Travellers Autobarn whether any alternative Vehicle will be supplied.

25.10 In the event of an accident, where the Vehicle is no longer operational and no alternative Vehicle is available to the Hirer, our liability is limited to a refund of the remaining unused hire charges.

25.11 If there is damage to the Vehicle on its return, the security bond will be used to cover the cost of such damage up to the amount of the Hirer's liability. If the damage is a consequence of a breach of any term of this Agreement and the security bond is insufficient to cover the damage, then any extra cost will be charged to the Hirer.

25.12 In the event of a no-fault accident, Travellers Autobarn will make every attempt to recover costs from the Third Party and refund to the Hirer. Any costs recovered from the party at fault less a minimum $190 administration fee.

25.13 The Hirer acknowledges that third party claims in relation to accidents can take many months, sometimes years to be settled.

25.14 Accidents and any other damage 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.

26 Security Bond / Liability and Liability Reduction Options

26.1 Travellers Autobarn's rental charge includes Standard Protection. A security bond of $3,500 will be preauthorised to Your credit card by Travellers Autobarn at the time you sign this Agreement. There are exclusions to the Standard Protection as set out in the table below.

26.2 You may elect to increase your protection (and reduce the amount of the security bond) by purchasing one of the liability reduction options set out in the table below.

		Liability Reduction Options - <u>All Campervans</u>	
	Standard Protection	**Protection Plus**	**Protection Plus Value Pack**
Cost per day	Included in daily rate	$35	$45
Security Bond	$3,500	$0	$0
Single Vehicle Rollover* or Write-Off Liability	Hirer pays full cost of damage to vehicle (or market value if written off) up to $50,000	Hirer pays up to $10,000	$0
Windscreen: repairs and replacements	Not included	One front windscreen	One front windscreen
Tyres: repairs and replacements	Not included	Two Tyres	Two Tyres
Extra Driver	Not included	Not included	One additional driver included
Value Adds	Not included	Not included	1xChair per person, external table & prepaid gas

*A Single Vehicle Rollover may include, but is not limited to a Vehicle that has rolled, tipped or fallen over and has caused damage to side and/or roof area of the Vehicle.

		Liability Reduction Options - <u>StationWagons</u>	
	Standard Protection	**Protection Plus**	**Protection Plus Value Pack**
Cost per day	Included in daily rate	$30	$35
Security Bond	$3,500	$0	$0
Single Vehicle Rollover* or Write-Off Liability	Hirer pays full cost of damage to vehicle (or market value if written off) up to $50,000	Hirer pays up to $10,000	$0
Windscreen: repairs and replacements	Not included	One front windscreen	One front windscreen
Tyres: repairs and replacements	Not included	Two Tyres	Two Tyres
Extra Driver	Not included	Not included	One additional driver included

*A Single Vehicle Rollover may include, but is not limited to a Vehicle that has rolled, tipped or fallen over and has caused damage to side and/or roof area of the Vehicle.

Protection Plus & Protection Plus Value Pack is payable to a maximum of 50 days for all Vehicles.
Protection Plus includes one front windscreen and two tyres.
Protection Plus Value Pack includes one front windscreen, two tyres, one extra driver, 1 chair per person, external table and & prepaid gas (for StationWagon one front windscreen, two tyres and one extra driver).
If the Protection Plus or Protection Plus Value Pack liability 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.

26.3 **Additional Waivers of Liability

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 = $4.50/day up to maximum $112.50
If this additional waiver is not purchased, windscreen chips are charged at $90 each, any more than 3 chips will result in a windscreen replacement charge of $450.

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 = $4.50/day up to maximum of $112.50 payable.

27 Full Responsibility

27.1 At all times the Hirer is fully responsible for all fees, damages, expenses and/or costs for

27.1.1 Damage caused where the terms of this Agreement have been breached.
27.1.2 Damage caused due to Vehicle use in contravention to clause 11, 21 or 24 of this Agreement.
27.1.3 Damage caused to the Vehicle by not driving in a prudent and cautious manner.
27.1.4 Damage caused to the Vehicle by driving on unsealed roads or beach driving.
27.1.5 Damage caused to the Vehicle in any way by part or total water submersion including in flood water, river water, salt water, or any other source of water.
27.1.6 Damage caused to the Vehicle by the Hirer's wilful conduct or reckless e.g. sitting or standing on the bonnet or roof of the Vehicle.
27.1.7 Damage caused to the Vehicle due to use of incorrect or contaminated fuel.
27.1.8 Damage caused due to the use or misuse of snow chains.
27.1.9 Damage or loss caused to any personal belongings.
27.1.10 Damage to the awning, overhead (roof) or under-body of the Vehicle.
27.1.11 Damage caused to the Vehicle because the Hirer has failed to perform tyres checks and maintain all fluid and fuel levels or failed to immediately rectify or report to us any defect of which you become aware.
27.1.12 All costs to replace keys which have become lost, broken, damaged, stolen or of retrieval of keys which been locked in the Vehicle, or where the Vehicle has been stolen due to it being unlocked.
27.1.13 Loss or damage caused where it is deemed by local authorities to have been careless or willful in failing to comply with any legislation or regulation controlling vehicular traffic, resulting in damage to the hired Vehicle and/or Third-Party Vehicle or any other property.
27.1.14 Damage caused by the Hirer's failure to take reasonable measures for the safety of the Vehicle, its parts or accessories, or failure to comply with all restrictions on the use of the Vehicle or otherwise abuse or misuse of it.
27.1.15 The cost of recovering the Vehicle in the event it becomes stuck or bogged in wet ground, sand or mud.
27.1.16 Damage to or loss of personal belongings of the Hirer or any other person within the Vehicle.

27.2 This clause 27 and 25 of this Agreement shall survive the termination of this Agreement.

28 Financial Obligations and Payment of Charges

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

28.1.1 All rental charges specified on the Rental Agreement.
28.1.2 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.
28.1.3 The applicable security bond in the event of an accident
28.1.4 All loss or damage referred to in clause 27.

28.2 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 Except as provided by law no driver or passenger in the Vehicle shall be or deemed to be the agent, servant or employee of Travellers Autobarn in any manner for any purpose whatsoever.
29.2 To the extent permitted by law, 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.
29.3 No right of Travellers Autobarn under this Agreement may be waived except in writing by an officer of Travellers Autobarn. No waiver of a party's rights is effective unless given by that party in writing, and any wavier is only effective in the specific instance and for the purpose of the waiver and no failure on the part of a party to exercise any right under this Agreement will operate as a waiver. No single or partial exercise of any right under this Agreement will preclude any other or further exercise of that right or the exercise of any other right.
29.4 This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, oral representations, warranties or agreement between the parties relating to the subject matter of this Agreement that have been relied upon by the Hirer.
29.5 The illegality, invalidity or unenforceability at any time of any provision of this Agreement will not affect the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.
29.6 All charges and expenses payable by the Hirer under this Agreement are due on demand by Travellers Autobarn including any collections costs and reasonable legal fees incurred by Travellers Autobarn.
29.7 The Hirer must not assign or novate this Agreement or any rights or obligations under this Agreement without the written consent of Travellers Autobarn. The Hirer authorises Travellers Autobarn to sub-contract the provision of any of the services under this Agreement as Travellers Autobarn may require in its absolute discretion from time to time.

30 Relocation Conditions

A 'relocation' is a necessary vehicle movement between branches to satisfy the needs of full fee-paying reservations. 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 desire 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 is 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 Relocations can only be collected after 1PM on the day of pick-up. No relocations are available for Satudays.
30.4 A security bond of $3000 applies to each relocation, which will be preauthorised to your credit card at the time you hire the Vehicle – there are no further liability reduction options available to reduce the amount of your security bond for relocations.
30.5 A minimum $200 cancellation fee applies for any confirmed relocation bookings which are cancelled or if the Vehicle is not collected on the date agreed.
30.6 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.
30.7 Any request to extend relocations will be considered subject to availability, and if approved will be charged at the standard daily rental rate from day one. Minimum rental periods may also apply.

31 Limit of Liability and Indemnity

31.1 Nothing contained in this Agreement shall exclude, restrict or modify any express or implied conditions, warranties or requirements that cannot be excluded under the Australian Consumer Laws or any other statute that may be applicable.
31.2 Travellers Autobarn will have no liability to the Hirer for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue or loss of opportunity).

If you have any further questions please call us on 1800 674 374 or email info@travellers-autobarn.com.au

31.3 The Hirer agrees to release and indemnify Travellers Autobarn its employees, agents and contractors from and against all actions, claims, demands, losses, damages, costs, expenses (including, both not limited to legal costs), or harm incurred by Travellers Autobarn as a consequence of any breach or failure by You in the performance of your obligations under this Agreement or for which the Hirer is otherwise liable for under the terms of this Agreement.
31.4 Without limiting any other term of this Agreement, to the extent that Traveller's Autobarn is permitted under Australian law to limit its liability, the aggregate of Traveller's Autobarn's liability to the Hirer is limited to an amount not exceeding the amount paid by the Hirer to rent the Vehicle.

32 Breach of contract/Termination

32.1 The Hirer agrees that Travellers Autobarn shall have the right to refuse any rental and/or terminate this Agreement and take immediate possession of the Vehicle without notification to the Hirer if:

32.1.1 The Hirer fails to comply with any of the material terms and conditions of this Agreement, particularly clause 11;
32.1.2 The Hirer has obtained the Vehicle through fraud or misrepresentation;
32.1.3 If the Vehicle is damaged; or
32.1.4 In the reasonable opinion of Travellers Autobarn and/or the Australian Police, the driver of the Vehicle does not have sufficient skill or experience to operate the Vehicle in a safe manner or the safety of the passengers or the Vehicle is at risk.

32.2 In such an event the Hirer will: (a) not be entitled to any refund the rental charges whatsoever; and (b) be responsible for the payment of any towing costs to return the Vehicle to the agreed return location. You indemnify Travellers Autobarn, its employees and agents to the extent permitted by law from claims from any person resulting from entry into any third-party property to repossess the Vehicle. The termination of hire under this clause 32 shall be without prejudice to any rights of Travellers Autobarn or the Hirer under this Agreement or otherwise at law.

33 Privacy

Travellers Autobarn will collect personal information about the Hirer as part of the rental process and the Hirer acknowledges that Travellers Autobarn may not be able to perform this Agreement if all the information requested is not provided. Any information collected will be handled in accordance with the and Privacy Act 1998 (Cth) and Travellers Autobarn Privacy Policy, please visit **www.travellers-autobarn.com.au/privacy-policy.**

34 Dispute Resolution

If you are dissatisfied with your Travellers Autobarn experience, you may raise a complaint with us. All complaints will be handled in accordance with our Dispute Resolution Process which you can view at **www.travellers-autobarn.com.au/disputeresolution.** For more information on your rights you can visit the following website **www.fairtrading.org.au/**.

35 Proper Law

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

36 Hirer Warranties

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

37 Rates, Terms and Conditions

The rates and terms and conditions are subject to change without notice.

breach or failure by You in the performance of your obligations under this Agreement or for which the Hirer is otherwise liable for under the terms of this Agreement.
31.4 Without limiting any other term of this Agreement, to the extent that Traveller's Autobarn is permitted under Australian law to limit its liability, the aggregate of Traveller's Autobarn's liability to the Hirer is limited to an amount not exceeding the amount paid by the Hirer to rent the Vehicle.

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