

**User Agreement, Terms & Conditions of
Australia 4 Wheel Drive Rentals Group (ABN: 54 561 356 425)
Travel from 01 April, 2020**

At Australia 4 Wheel Drive Rentals Group we display the full summary of the Terms & Conditions. We have, to the best of our ability, displayed our terms and conditions in itemised detail for the benefit of our clients. Australian Competition & Consumer Commission new laws have come into place July 1st, 2010 and as such Australia 4 Wheel Drive Rentals has amended its terms and conditions by displaying clauses in plain English accompanied by the explanation of certain clauses hence the rather long User Agreement, Terms & Conditions. All clauses are equally important so we have offered our terms and conditions based on order of the process being E-Quoting, pricing, booking, amendment, payment, E-Ticketing, cancellations, travelling and disclaimers.

Preface

Australia 4 Wheel Drive Rentals ("the Booking Agent") - ABN: 54 561 356 425 provides you with access to motor vehicle rental suppliers ("the Suppliers"). You must agree to the Terms and Conditions detailed below ("the Terms") in relation to all motor vehicle bookings.

Australia 4 Wheel Drive Rentals an Australian Business ABN No: 54 561 356 425 incorporating their group of web sites including sites <https://www.australia4wheeldriverentals.com/>, <https://www.australia4wdrentals.com/> and its other group websites act as the Booking Agent only for the customer/client (you) for self drive hire and self drive packages.

Australia 4 Wheel Drive Rentals is a licensed travel agent based in Northern Territory Australia with the License No. LTA. NT094 providing a online facility where the customer/client can compare the multiple choices that are provided by small and well known Four Wheel Drive, Campervan, Car and Motorhome rental companies called suppliers/vehicle operators in Australia, USA, Europe and New Zealand. The customer / client can make an assessment of which vehicle best suits their requirements, specification and budget.

The vehicle rental contract is between the customer (you - the hirer) either travelling or intending to travel on a self drive itinerary and the supplier 'The Vehicle Rental Operator'. Your actual vehicle rental contract (agreement) supplied by the supplier is signed on the nominated pickup date at the supplier's nominated pickup depot. Your actual vehicle rental contract is between the customer/client (you) and the supplier/vehicle operator.

Important Note: Our database shows you a message after self quoting on the same screen asking you to wait 24 hours for us to check availability. Our site does not display live availability on vehicles.

We have helped over 130,000 folks since 2002 and our terms have never been an issue for our customers and they have been appreciate for being written in simple clear English.

1. Agreement

Australia 4 Wheel Drive Rentals an Australian Business ABN No: 54 561 356 425 incorporating their group of web sites including <https://www.australia4wheeldriverentals.com/>, <https://www.australia4wdrentals.com/> and it's group web sites act as a Booking Agent for the customer/client (you). This user agreement shall be interpreted in accordance with the law of Northern Territory in the Commonwealth of Australia. The actions, claims, demands or suits arising out of this agreement shall be exclusively justifiable in the courts of the said state. Australia 4 Wheel Drive Rentals group has the sole authority to vary or omit any of these terms at anytime without notice. The suppliers also have the right to change all or any of their terms at anytime without notice.

2. Quotations

a. All quotations are subject to availability of vehicles and services quoted and are not guaranteed by the supplier until the deposit or full amount whichever is stated in the quotation of the selected vehicle is received and the booking is confirmed in writing by the supplier and Australia 4 Wheel Drive Rentals. Rates quoted are in Australian dollars for Australian rentals. Only when the full amount required by the agent has been paid can we pay the supplier. If a client cannot pay on the required timelines we have the right to cancel the booking.

b. Certain quotations will have validity dates (refer to Flex Rates which are valid for one week only as they can change the price every week usually on a Sunday late afternoon EST) and if a deposit is not received by that expiry time/date then the quotation will automatically cancel without notification to you.

c. On occasions we request a supplier to quote directly to you and we also supply the supplier with your contact details and request your full details for the supplier to be able to quote direct back to you we may/will receive an affiliate commission if you book with said supplier.

d. Australia 4 Wheel Drive Rentals will not be held responsible for any errors and omissions in quotes or on our websites or that of the suppliers. Suppliers often change their website without notice.

e. If there is an error in the pricing calculation or vehicle specifications by Australia 4 Wheel Drive Rentals group web site or quotation whether a self quote request or a quote sent by staff occurs then the original quote in question will be cancelled, voided and superseded by a revised Australia 4 Wheel Drive Rentals quote.

f. If an error in the pricing calculation by the supplier occurs the original quote in question will be cancelled, voided and superseded by a revised Australia 4 Wheel Drive Rentals quote.

g. It is the customer/client's responsibility to choose a trip and vehicle within their capabilities. It's the customer's duty to check child restraints guidelines, validity of the hirer and other driver's travelling driving licenses.

h. If an error in the terms of supplier or Australia 4 Wheel Rentals occurs of any manner or form we maintain the right to issue a requote and supersede the old quote with the amendment terms.

i. Our database shows you a message after self quoting on the same screen asking you to wait 24 hours for us to check availability. Our site shows vehicles, not live availability.

3. Booking requests

a. Booking requests are only accepted on the condition that Australia 4 Wheel Drive Rentals User Agreement and Terms and Conditions, and the Suppliers Terms and Conditions that apply to the relevant rental vehicle have been read and understood, and that you agree to accept them.

b. Only an online submission of a booking request will be accepted for processing a booking via our website SSL booking links.

c. Submitting an online secure booking form is acknowledge as full acceptance of Australia 4 Wheel Drive Rentals User Agreement and Terms and Conditions, and the Suppliers Terms and Conditions by the customer/client (you).

d. Australia 4 Wheel Drive Rentals endeavours to keep the terms and conditions, specifications for their vehicles current and up to date for the vehicle rental supply operators but accepts no responsibility for changes made by vehicle rental supply operators that do not appear within this and all our group of web sites.

e. Each Supplier is responsible for notifying inventory levels to Australia 4 Wheel Drive Rentals. Australia 4 Wheel Drive Rentals does not accept any liability for unavailability of vehicles caused by the supplier over-selling its own vehicle inventory or any damage of supplier current fleet vehicles hence creating a shortfall in availability of bookings before or at pickup date and place of the booking.

f. Each Supplier is solely responsible for the delivery and supply of their vehicles as per the rental agreement. Australia 4 Wheel Drive Rentals does not accept any liability for unavailability of vehicles caused by each Supplier.

g. For unavailability of vehicle at pickup the supplier terms and conditions apply.

h. This site has strong security measures in place to protect the loss, misuse and alteration of the information under our control. If we request a supplier to quote directly to you, we will also supply our supplier with your contact and requests details to be able to quote you direct. By entering this site, reading our terms which are required to enter and use this site and use our facility it is understood that you agree with this.

i. We reserve the sole right to quote, reply and ticket any request made to any of our websites, business or staff. Quotes without a correct full name or full contact details may not be answered. Furthermore quotes and secure forms appearing to be spam, false or misleading will not be processed as we have measures in place to detect and block such actions.

j. Vehicle rental supply operators may also apply minimum rental terms without warning during busy periods such as Christmas and summer peak season, Easter and School Holidays and other selected event dates such as Bathurst weekend.

k. **For Bookings Made 70+ days Out** - Australia 4 Wheel Drive Rentals requires (on special occasions see your quote it could be less) a deposit of approximately AUD\$100.00 up to 20% of the daily basic rental to book and reserve a vehicle with each supplier. With certain suppliers such as Britz, Apollo, Cheapa, Maui, Mighty then Australia 4 Wheel Drive Rentals requires a deposit at booking and a structured payment plan from 70 days prior to the pickup date for the balance. If balance payment cannot be secured by nominated dates then Australia 4 Wheel Drive Rentals will have the right to cancel the rental. Other small suppliers have required varied payment plans we abide by.

l. **For Booking Made Less than 70 days Out or nominated on your quote** - Australia 4 Wheel Drive Rentals requires full payment to book and reserve a vehicle with each supplier if available. With certain suppliers including but not limited too such as Britz, Apollo, Cheapa, Maui, Mighty and Hippy then Australia 4 Wheel Drive Rentals requires a full payment at booking. If vehicle cannot be secured, then no payment will be processed by Australia 4 Wheel Drive Rentals. The booking form sent will be void.

m. **Why do we show different deposit to book and payment at 70 days and 40 days** – this is because some suppliers require 20% to book and full balance paid by the agent to them at 30+++ days. We allow 40% to have time to account for weekends and public holidays. Many suppliers start with their cancellation fee at 61 days and we the agents must have the cancellation fee on hold for the supply hence our payment plan may vary.

4. Liability

To the extent permitted by law we will not be liable to you or to any third party (whether in contract, tort, or otherwise) for any direct, indirect or consequential loss or damage or for any accident, injury, illness, delay or loss of enjoyment arising out of your reliance upon information contained on this website, including but not limited to your use (or inability to use) any products or services described or procured through this website. Your rental and use of a vehicle booked

through our site will be governed by the terms of the rental agreement with the supplier the Third Party Provider. The rental agreement and any other documentation provided to you by the Third Party Provider is between you and the Third Party Provider and we will not be liable to you or to any third party in any way in relation to that agreement or your vehicle or rental service where your booking has been properly processed by us. We are not responsible or liable to you for (i) the acts or omissions of the Third Party Provider in respect of your booking or in the course of delivering the rental service to you; or (ii) any disputes in respect of your booking with that Third Party Provider or that service, except in each case to the extent that responsibility for those matters may be imposed on us by applicable law. To the maximum extent permitted by applicable law, you agree to indemnify us from any claims, liabilities, damages, losses, and expenses, including, without limitation, our reasonable legal fees, arising out of or in any way connected with your use of a vehicle booked through our site where we have properly processed the booking, including in respect of any accident, injury, illness, loss or damage of any kind arising in connection with your use of the vehicle subject to the booking. While we will make reasonable efforts to ensure we are representing only reputable Third Party Providers, we make no warranty about the fitness, suitability or safety of any Third Party Provider product or service and will not accept responsibility for the quality, fitness or hygiene of (or presence of any virus in) any vehicle. If you encounter issues with the vehicle whilst on hire, you **MUST** report these issues directly to the relevant Third Party Provider at the earliest possible time. This will allow the Third Party Provider to remedy any issues and minimise any inconvenience to you. If you fail to report any vehicle issues during your rental, it is likely that compensation will not be offered. We welcome feedback from our customers on their experience with our Third Party Providers. We may, at our discretion, provide you with reasonable assistance in resolving any dispute you may have with a Third Party Provider. Where, despite the above, we are liable to you in connection with your booking or these terms and conditions, **our total liability to you will be limited to (at our option) resupply of the booking service provided to you or the dollar amount of:** (i) the deposit we received from you in relation to your booking (if you paid a deposit); or (ii) if you paid the full purchase price at the time of booking or will only pay the full price at the rental counter, then 15% of your total booking price (representing an approximation of what we might receive as commission for providing you our booking service). Again, we strongly recommend that you take out your own personal travel insurance. Your use of this website is governed by the laws of Australia and the jurisdiction of the Australia courts.

5. Prices

a. All prices will be quoted in Australian Dollars. Please use a currency converter to check the cost. All prices include Australia Goods and Services Tax of 10% and New Zealand Goods and Services Tax of 12.5%.

b. Exchange Rate / Currency Variations: All credit card transactions are conducted in Australian dollars. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. We or each supplier do not accept any liability for currency variances up or down. Refunds by credit card can take up to 14-28 working days or more depending on the renter's Financial Institution. Suppliers we use and/or their agent 'Australia 4 Wheel Drive Rentals' will not honour calculation errors. Should a calculation error occur the supplier will charge for the shortfall at pick up. (This is part of the supplier's terms).

6. Bookings To secure a booking, Australia 4 Wheel Drive Rentals requires a completed Booking Form by the main driver being the actual hirer (Unless other person is prior authorised) and payment details (credit card number, security code, expiry date, full name on card, full residential address and telephone contact details). We reserve the right to refuse any rental at our discretion without cause or explanation.

7. Amendments

a. Tickets requiring amendments to names, dates, vehicle clauses, rates or any amendment which involves the ETicket to be amended and reissued to the main hirer. Tickets booked at gross rates: attract no amendment fee. Tickets booked at discounted rates: Amendments for date or location changes attract an AUD\$50 agent fee applies per amendment. Major amendment to a booking will attract a AUD\$100 amendment fee by the agent (At management's discretion).

b. Vehicle operators may have price variances and fees that will apply and must be paid by the customer. Increase in vehicles travelling together, changes to the number of people travelling and ages, and extensions may require the deposit amount to be increased. Reduction in rental periods may reduce the total of the rental but the deposit will remain unchanged. Each supplier terms and conditions apply in case of rental date or location changes.

c. All amendments must comply with the relevant suppliers/vehicles operators' current terms and conditions. Calculations will be based on the full Gross listed retail rate of the supplying rental company and not on any discounted rates.

8. Payment

a. All payments generally (unless last minute booking where proof of payment is required by supplier) will not be processed until the vehicle is confirmed as available. The exception being last minute rentals (rentals under 40-70 days) to fit in with cancellation fee applies from each supplier.

b. i) If your rental pick-up is within 40-70 days from the booking, Australia 4 Wheel Drive Rentals require full payment of the total daily basic rental (unless advised on the quote) or total inclusive daily basic rental charges from certain suppliers.

ii) The client/customer is then to pay any applicable one way fee, remote location fee, excess or bonds, excess reduction plan, cleaning bonds, Airport fees, 3% Stamp Duty and Administration fees, gas bottle fees, any associated fees which may vary from supplier to supplier and optional extras direct to the supplier at pickup or at a time nominated by the supplier, some suppliers also require you pay the final balance of the Daily Basic Rental, Bond, Bond reduction Options, One Way Fee and .optional Extras direct to them when the final balance is due and not to us the agent.

c. i) If your rental pick-up date is more than 70 days from the time of booking with THL (Britz, Maui, Mighty) or Apollo (Cheapa, Apollo) suppliers then Australia 4 Wheel Drive Rentals require a deposit of approximately Aud \$100.00-\$250.00 (or the deposit nominated in your quote), with the balance of the total daily rental charge payable 40 days prior to pick-up – payment plans will be in your quote and can be discussed. We will send a reminder email when the balance is due. We will then access the credit card detail supplied at booking for the balance of payment.

ii) Again - The client/customer is then to pay any applicable one way fees, remote location fee, excess or bond, excess reduction plan, cleaning bonds, Airport fees, 3% Stamp Duty and Administration fees, gas bottle fees, any associated fees which may vary from supplier to supplier and optional extras direct to the supplier at pickup.

d. Final Payment: In the case of non-payment of the balance of the daily basic rental and any inclusive pack (if chosen) by the due date, Australia 4 Wheel Drive Rentals will treat the booking as cancelled and you will be emailed informing you of our decision to the email address provided by you in the initial booking request unless the client/customer communicates to the contrary. Final payment conditions for certain products may vary and we will advise you in writing of these conditions at the time of quotation. Some operators will request the balance of payment only at pickup prior to travel. This will be advised of this in your quote by Australia 4 Wheel Drive Rentals if this is applicable.

e. Scan, photo and then email: marg@australia4wdrentals.com or info@australia4wdrentals.com.

f. Credit Cards - Suppliers: Various suppliers now have an additional surcharge on any transaction. Please see your quote for details.

g. Credit Cards - Australia 4 Wheel Drive Rentals: We accept Visa and Mastercard credit cards only. A 2% Card Surcharge any payment to Australia 4 Wheel Drive Rentals direct. i) The Booking Agent - Australia 4 Wheel Drive Rentals will apply a 2% surcharge for all credit card transactions. ii) Visa or Mastercard gift cards cannot be accepted currently.

h. If balance funds are advised to us in advanced and sent by direct banking the 2% credit card fee will be manually waived out of the booking.

i. Australia 4 Wheel Drive Rentals reserves the right to decline any quote request or booking at their discretion.

j. The hirer (You) acknowledge and agree that we may receive a commission.

Fraud checking: We may terminate your booking after it has been confirmed by notice to you in writing, in connection with any fraud investigation. This may include, but is not limited to where we have reasonable grounds to suspect fraud in connection with a booking or a payment method you have used for a booking or if you don't respond to our requests for more information to enable us to confirm the legitimacy of your booking or payment method.

Sometimes a booking may need to be cancelled because of circumstances beyond either party's control. For example, a weather event, public health event (including epidemic/pandemic), medical emergencies, strike, terrorist act, governmental, regional or local authority restrictions (such as restrictions on movement due to the COVID-19 pandemic) or a change in law. If this occurs, your entitlement to a credit or refund will be as provided in your Third Party Provider's terms and conditions or advisement directive.

You agree that you will raise and resolve any dispute over refunds or cancellations in respect of your booking (whether initiated by you, the Third Party Provider or by circumstances beyond the reasonable control of either party, including as a result of government travel restrictions, the COVID 19 pandemic or the insolvency of your Third Party Provider) directly with the Third Party Provider. Once you have made payment for your booking, you must not seek to reverse or cancel such payment through your card issuer or its agents without our prior consent.

9. E-tickets

- a. A Rental Provisional ETicket Voucher (Bookings 70 days or more prior to travel) or a Rental Final ETicket Voucher (Bookings under 70 days prior to travel or balance payment due) will be emailed to you. Please check that all the details are correct.
- b. The Rental Voucher is only valid when the total balance has been processed.
- c. You are also required and agree as part of these terms to sign the 1st confirmation page of the same Rental Voucher (E-Ticket) and screendump, attach or scan this page to Australia 4 Wheel Drive Rentals within 48 hours. If not we have the right to void bookings.
- d. You must print your E-Ticket and take it with you to the pickup depot counter on the nominated day.

10. Telecommunications Australia 4 Wheel Drive Rentals as a broker, operator or agent are not liable for loss communications or communications not received. This includes follow up emails with changes and requests, quote requests and booking requests, we suggest if we don't answer within 24 hours to call us on +61 08 7999 7511.

11. Cancellations

- a. Cancellations must be in writing and can be submitted **via email only by the hirer themselves**. The hirer's signature must be attached to correspondence for verification. No cancellation will be accepted unless received in writing, signed by the main hirer and received by us directly from you between working hours EST 9am-5pm Monday to Friday and 9am-12.00 Saturday's-Sunday's unless with prior consent. The date that we acknowledge receiving the cancellation notice is the date that it is deemed cancelled. If you are emailing follow this up by a telephone call with your full Australia 4 Wheel Drive Rentals E-Ticket reference details of Ticket number, supplier, date of travel and your name and current contact telephone number. This is so we can instantly act to try to save you unnecessary costs. We have saved our clients considerable cancellation fees by this process.
- b. All booking deposits are non refundable, you are locking in a great price and need to make sure of your travel arrangements prior to confirming the booking. You must read the Terms and Conditions that apply to the vehicle you wish to hire prior to making a reservation request.
- c. Any supplier cancellation fees will be to the forfeiture paid deposit amounts depending upon that supplier. When calculating the cancellation fees the calculations will be based on the full gross listed retail rate of the supplying rental company and not on any discounted rates. The supplier may on certain occasions offer a credit on the same or replacement vehicle offer or refund that may be in 30 working days or longer.
- d. The Booking Agent's security booking deposit (not any monies paid to the supplier) will be kept by Australia 4 Wheel Drive Rentals (this is at the sole discretion of Australia 4 Wheel Drive Rentals) if cancellation is made more than 70 days prior to travel. Deposit will be held for at least 3 months from date of cancellation less the value of any promotional coupon included in the booking such as food/fuel discount or agent's special discount for example. On request we will consider holding deposits for longer periods to help you plan another trip.
- e. Each supplier varies in their cancellation terms and conditions.
- f. The 2% merchant fee taken by Australia 4 Wheel Drive Rentals will not be credited for cancellations or refunds from us, the agent or the supplier as we have been advised by our merchant facility this is not refunded by the credit card companies such as Visa and Mastercard.
- g. Cancellations made less than 70 days from the pickup date will mean that the terms and conditions of the rental vehicle suppliers/operators also apply to the booking. These arrangements can cost you over and above your deposit amount and it is important that you know the cancellation policies of the operator you wish to book with. By booking with Australia 4 Wheel Drive Rentals you are agreeing to abide by the cancellation policies of both Australia 4 Wheel Drive Rentals and the cancellation policies of the vehicle operators.
- h. The vehicle suppliers/operators cancellation policies are contained within the Terms and Conditions of each individual supply company and are available at Australia 4 Wheel Drive Rentals web site, your E- Ticket and on your quote. We advise you to read them carefully and make sure that you fully understand them, should you have any queries we are more than happy to answer your questions.
- i. As Australia 4 Wheel Drive Rentals policy is to pay all suppliers after booking the vehicle, the required daily basic rental and 4wd cover and inclusive pack if chosen the card holder/main hirer agrees not to reverse any credit card payments made to Australia 4 Wheel Drive Rentals for the booking for any reasons whatsoever. If you have a concern it is to be conducted with the vehicle suppliers/operators who will have your full required funds already from us the booking agent.

Australia 4 Wheel Drive Rentals will assist you as we have done so over the many years we have been in business and as much as possible as we have considerable leverage within the industry.

j. Refunds will not be made for bookings cancelled due to including but not limited to natural disasters, pandemic, force majeure, weather, work commitments, road closures or restrictions, altered / delayed / cancelled connecting travel arrangements or family or self ill health. We strongly recommend that you take out adequate personal travel insurance, including cancellation insurance and effects of Force Majeure!

k. An additional \$100 administration fee for any cancellation, no show or no pickup fee will also apply from Australia 4 Wheel Drive Rentals (At manager's discretion).

l. If we have taken a booking and also a deposit at Australia 4 Wheel Drive Rentals and believe it's not in the best interest of us (Australia 4 Wheel Drive Rentals) and you the client to proceed to final payment we will advise you by email or phone and request we cancel the booking with the supplier. We will then under our deposit refund clause process your refund for the deposit to pay back to you. This is at the discretion of Australia 4 Wheel Drive Rentals in unusual circumstances.

m. Any approved refund will be refunded to the same credit card, debit card or bank account used to make the initial payment to avoid misuse of payment.

n. At times we have had cancelled bookings and at management discretion offered to use the commission that should have been forfeited towards a new booking commission from the same supplier. This is reviewed yearly and to date customers rebooking successfully even up to 4 years later. We no longer call this credit since 2023 but refer to it as re-issuing cancelled commission from a cancelled previous booking.

12. No-show or No-pick up A 100% cancellation fee (Some suppliers vary look at your supplier terms link on your ETicket) on the gross daily basic rental (plus any inclusive pack shown) will be charged for a 'No Show' or No Pickup on the day departure no matter what reason. Many suppliers are lenient and understand you may miss a flight so if you believe to will be delayed call the supplier direct and us, see the numbers on your E-Ticket well before the pickup.

13. At pick-up and once the hire commences

We recommend the hirer familiarize themselves with the vehicle rental agency for opening hours, pickup and drop off locations as you may have a limited time frame. At pickup and before leaving the depot we strongly recommend you check that all equipment is all correct and included, in working order and acceptable. Always carry your supplier contact details of depots with you in addition to the key tag) and also the suppliers Head Office contact details supplied on your E-Ticket from Australia 4 Wheel Drive Rentals.

a. When the rental vehicle has been collected, and the rental agreement contract between the hirer and the vehicle rental supply company has been signed, the Terms and Conditions contain within that contract apply in full.

b. Should there be any amendment such as shorten or extend the hire once the hire has commenced, the hirer will have to deal directly with the rental supply company and not us at Australia 4 Wheel Drive Rentals, though we will assist to provide some general information. Any decision made will be between you and the rental supply company.

c. A booking shall be kept in the name of the original named person/s on the booking at all times and not changed.

d. The same person/s shall be responsible for paying for the security bond and signing the vehicle supplier's rental agreement contract at pickup.

e. All main and extra drivers must be present at the pickup of the rental with a valid driver's license as per the supplier's terms. Any variance to this is based on supplier's discretions. Many supplier companies still don't accept digital drivers licenses so please take your Drivers Licence card.

f. All credit card holders must be present at pickup.

g. Please note that the car, campervan and motorhome rental companies reserve the right at their sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions. Even though it's you that solely decides what date to travel we will assist you with all our available resources and information prior to booking and before travel to help you decide on an appropriate time to travel.

h. Australia 4 Wheel Drive Rentals cannot guarantee the age of any vehicle or condition of any vehicle. The age and condition is the sole responsibility of the supplier and we do display last advised age to us by the supplier of vehicles. At clients request we will ask suppliers for the best available vehicle of the day of the range you are booking from the suppliers head Office reservation team prior.

i. If a client refuses to accept the vehicle at pickup offered to them the client will be charged with a 100% cancellation fee. Again we **strongly suggest** you take out personal travel insurance

14. Concerns Whilst Travelling

a. Once you have commenced on your travel with the rental vehicle please keep handy the suppliers 24 hours help desk contacts details given to you at pickup by the supplier. In the event of an accident you must notify the supplier/vehicle operator immediately of any concern what so ever so they may be able to assist in resolving your concerns immediately.

b. In the event that a customer/client has a complaint about any of the travel arrangements or vehicle rental, they must advise the relevant supplier at the time and inform Australia 4 Wheel Drive Rentals in writing. This will assist settlement of any grievance or complaint. Any dispute over the quality, fitness and condition of the product is between the customer/client and the product supplier and as such, Australia 4 Wheel Drive Rentals cannot be held liable for any problem with the product supplied.

c. We strongly recommend if the driver has no 4wd driving experience to seek a one day course prior to travel. We strongly recommend drivers concentrate on the road at all times and not drive after dusk or before dawn due to animals on the road at night and that the driver may be tired. We strongly recommend the driver takes regular breaks along the way at least every thirty minutes. We strongly recommend not to take bends and corners at speed limit but to slow down prior and to be aware the edge of the verge of the bitumen to the gravel on the side of the roads be jagged and a difference in height due to wet season rains.

d. We strongly recommend the driver visits official information centres or ranger's station or even police before travelling down remote routes.

e. We strongly insist that the driver must never drink alcohol and drive or take illegal drugs. This is for the safety of you the driver, your passengers and others on the road. Also to drive in a responsible manner and take plenty of brakes and realise Australia outback sealed and unsealed roads can be dangerous if you're not used to them and the traffic such as 'road trains'.

15. Your 'Responsibility' and 'Travel Insurance'

a. We strongly advise that you take out full travel insurance. Unforeseen circumstances that may require you to cancel travel plans can be very costly especially when the cancellation occurs shortly before commencement of a hire. In most cases this will incur a heavy penalty by the vehicle operator including total loss of the hire costs paid by you. Please ensure you have adequate travel insurance cover.

b. Australia 4 Wheel Drive Rentals as a broker or operator or agent finalises all arrangements for these products on the express condition that it shall not be held liable for any injury, any loss, loss of monies, accident, cancellation of travel, delay or irregularity which may be occasioned either by reason of any defect in any vehicle, equipment failure or loss, war, acts of terrorism, any national and international crisis, pending weather such as cyclones, road restrictions imposed by suppliers at pickup, water vessel, aircraft or equipment or by Acts of God or through the acts of default of any company or person engaged in renting the vehicle and conveying the passengers or in carrying out our arrangements of tours or otherwise in connection herewith.

c. Australia 4 Wheel Drive Rentals reserves the right to change any of the facilities, services or prices described in the information provided at any time without notice.

d. Australia 4 Wheel Drive Rentals including its agents, its affiliates, sub-contractors or staff accepts no liability for any action or activity undertaken by the customer/client arranged independently or by Australia 4 Wheel Drive Rentals while on holiday.

e. Australia 4 Wheel Drive Rentals including its agent's, affiliates, sub-contractor or staff shall not be liable to compensate customer/clients for associated expenses incurred as a result of their booking what so ever. No refund will be made for any unused services that are included in the price.

f. Once the hire commences when the rental vehicle has been collected, and the rental agreement contract between the hirer and the rental supply company has been signed, the Terms and Conditions contained within that contract apply in full.

g. Any failure of a rental supply company to provide the vehicle they confirmed as being reserved is entirely the responsibility of that rental supply company. Every endeavour will be made by the rental supply company to provide an equivalent or better vehicle as set out in their Terms and Conditions and Australia 4 Wheel Drive Rentals accepts no responsibility for this or for any situation where a reserved vehicle is unavailable.

h. Australia 4 Wheel Drive Rentals will not be **responsible** for any false information supplied by the hirer to the supplier on the rental agreement or incidents.

i. The customer acknowledges and agrees that many events relating to the services displayed on this site are beyond our control and such we are not liable for such occurrences including: supplier price fluctuation, cancellation or class of vehicle booked not available, vehicle not available at pickup, variation of services, conditions of travel, currency of information, non-performance of services by suppliers or rental companies and rental companies' accountability.

j. Australia 4 Wheel Drive Rentals accepts no liability for personal injuries and losses.

k. Each supplier has a bond and security deposit. Please make yourself aware of the bond and security deposit and the bond reduction options. If you decide to take the standard bond, (also referred to as 'Low Road' (supplier THL), or full bond and the supplier will take full payment (supplier THL) or authorization at pickup or when nominated by supplier. If you damage or have an issue with the vehicle this could take months to resolve with the supplier. That is why we strongly suggest take adequate personal travel insurance and reduce your bond. You as the hirer make sure the supplier clearly explains the terms and conditions of the bond to you direct at pickup. At pickup also we strongly suggest you take time to check all the camping equipment, spare wheel and features of your 4wd or camper.

16. Errors, Omissions and Disclaimers

a. Australia 4 Wheel Drive Rentals as a broker or operator or agent are not liable for errors and omission on E-Quotes and E-Tickets. If a discrepancy has been found we will advise of any amendment relevant and noted. The suppliers

Counter Agreement and Summary of Terms and conditions always overrule and apply except in cancellation fees where the security deposit factor is relevant.

b. If a pricing calculation error or an error in the condition of the terms by the supplier has occurred Australia 4 Wheel Drive Rentals will not be liable for any financial difference. If the summary of terms is different to the suppliers counter agreement Australia 4 Wheel Drive Rentals will not be held responsible as summary of terms and counter agreement are available and supplied at different times of the year.

c. Any feature is a guideline only and are subject to change. While every effort has been made to provide the most accurate photographs and content we advise that information on this web site may contain technical inaccuracies or typographical errors. All vehicle specifications, contents & layouts are subject to change without notice & may vary due to modifications and/or upgrades. Australia 4 Wheel Drive Rentals cannot be held liable for any such variance.

d. Weather - Where we refer to seasons and seasonal descriptions, please note the weather can be unpredictable and out of character of previous seasonal patterns.

e. Any maps featured in this website, dates, itineraries, Australian information and distances suggested are or may not be accurate, up to date or to scale and should be used as a guide only.

f. Comments on vehicles, places and locations are in good faith. If you find any discrepancy please notify us in detail to consider immediate amendments.

g. Vehicle Hire - Only refer to the supplier's terms and conditions for the correct wording and meaning of the words 'Liability', 'Security', 'Bond' and 'Excess' and 'Excess Reduction Options'

h. Australia 4 Wheel Drive Rentals and its staff and its staff, and the website owners do not claim you, the passenger, traveller or hirer will have the chance to see areas depicted in photographs on our websites as these photographs are offered as a guide only.

17. Drivers License and Minimum Age

Each suppliers terms and conditions full apply.

18. Important Please Note

240 Volt Power Why we are specialists - Information and keeping you informed with details such as 240 Volt Power to all vehicles: Vehicles with 240 Volt wiring such as motorhomes can only be connected to 240Volts (15amps) mains at recognized camp grounds that have applicable 240Volt (15amps) mains connections suitable Motorhome and Campers. They are not suitable or allowed for normal house extension leads and generators. This is not explained by many and we feel it is important you know the capabilities of your vehicle.

19. Disclaimer

a. All supplier vehicle specifications, supplier images and logo have been removed from vehicle displayed images on occasions though will appear on your actual rental, supplier lists of inclusions and supplier terms and conditions are provided by the supplier rental companies and may change at any time without notice. All vehicle information is presented in a simple and clear format that enables easy comparison. Images are for illustration purposes only and may vary from the actual vehicle provided. As vehicles may be upgraded or changed at any time the images may not show all variations within a vehicle category. Illustrations and text in any of our brochures/documentation/web page are representations only of the product depicted. Variances in actual products offered could occur due to modifications and/or upgrades to the product design.

b. Details are indicative of the vehicle that will be supplied under your booking. Actual vehicles may vary according to year of manufacture and availability but your vehicle will be suitable for the required number of persons and have equivalent or better specifications to those listed in this website. Vehicles cannot be requested by make, model, and year of manufacture or features. This is part of supplier's terms.

c. Rates and Conditions quoted in our brochures and/or documentation are subject to change without notice. You will agree to verify the information with the provider of the service should you take any action after reading these pages. You will agree to indemnify Australia 4 Wheel Drive Rentals, its staff, its sub-contractors/agents and www.australia4wheeldriverentals.com, www.australia4wdrentals.com and its websites, and all other access providers that enabled you to access this site for all foreseeable and unforeseeable results of any actions you take based on the material contained in this site.

d. We reserve the right to levy any government increase in local taxes that may be introduced after the publication of this site, however, we will make every effort to ensure that you are notified of any of these matters either prior to your booking or as soon as practicable after we have knowledge of such increases.

e. Australia 4 Wheel Drive Rentals an Australian Business ABN No: 54 561 356 425 incorporating their group of web sites including www.australia4wheeldriverentals.com, www.australia4wdrentals.com and its websites act as a

booking agent for the customer/client (you). This user agreement shall be interpreted in accordance with the law of Northern Territory in the Commonwealth of Australia. The actions, claims, demands or suits arising out of this agreement shall be exclusively justifiable in the courts of the said state. Australia 4 Wheel Drive Rentals has the sole authority to vary or omit any of these terms.

f. Australia 4 Wheel Drive Rentals an Australian Business ABN No: 54 561 356 425 incorporating their group of web sites including www.australia4wheeldriverentals.com, www.australia4wdrentals.com and its websites act as a booking agent for the customer/client (you) cannot be held responsible for any telecommunication or Telco coverage such as the closure of 3G, internet disruption or outage, banking services disruption or outage, airline disruption or outage or travel restrictions imposed by any government or business in any Country, States, Territory or Federal.

20. Australian Competition & Consumer Commission, Page 13: Extract - July 2010 It is common in the car rental industry for vehicles to be assessed for any damage after the customer has left - often the car is left at a checkpoint and is inspected later when it is prepared for the next customer. This means customers can then be charged for alleged damage at your discretion. Your customers should be made aware that their credit card may be later debited for the cost of any repairs to the vehicle. Consumers should be made aware of the terms and conditions they are agreeing to.

21. Changes to Terms Supplier summary or terms and agreement and Agents user agreement can change without notice at anytime or warning.

22. COVID-19 Pandemic Please carefully review all government guidance and restrictions regarding COVID-19 both for where you live and where you're hoping to travel to, before making your booking. The situation can change quickly, and health concerns, government restrictions, travel advisory or new infections could disrupt your travel plans. So if there is a flexible booking option available for your preferred dates and vehicle, you may want to consider choosing that option, even if it costs a little extra. If you do choose to go ahead and make a booking, you do so at your own risk and accept that you may be: (i) unable to travel as planned and liable for cancellation fees; and/or (ii) at an increased risk of exposure to COVID-19. We encourage you to carefully review the cleaning and sanitising measures used by your Third Party Provider, but to bring your own personal protective equipment and sanitiser as well. We do not promise you will not become infected and you accept that by making a booking you are choosing to assume this risk freely and voluntarily. 22. COVID-19 Pandemic created 01.07.2022