



Apollo Motorhome Holidays Pty Ltd A.B.N. 81 051 584 153

Head Office: 698 Nudgee Road, Northgate (Brisbane) Qld 4013 Australia

Telephone: +61 7 3265 9200 Facsimile: +61 7 3265 9201

Free Phones: Australia: 1800 777 779 International: +800 3260 5466

Internet: www.apollocamper.com Email: info@apollocamper.com

Australia

Rental Caravan and Tow Vehicle Agreement Part B Effective 01 April 2011 / Terms & Conditions Version 1

1. Agreement

This is an Agreement between You ("You" includes any additional renters and any authorised drivers identified in **Rental Vehicle Agreement Part A**) and Apollo Motorhome Holidays Ltd ("Apollo"), to rent the Caravan and Tow Vehicle identified in **Rental Vehicle Agreement Part A** including all its accessories, tools, tyres and equipment as well as any replacement Caravan and Tow Vehicle. This Agreement (including any addendum or memorandum) shall be read and construed in its entirety and shall constitute the entire agreement between Apollo and You and shall supersede all other provisions, terms, warranties or conditions contained in any other agreement, brochure, promotion, website advertisement or any other document. This Agreement shall be governed in accordance with the laws of the State of Queensland in the Commonwealth of Australia. Any actions, claims, demands or suits arising out of or in respect of this Agreement must be brought in the courts in Brisbane, Queensland.

2. Refusal of Rental

Apollo reserves the right to refuse any rental, or continuation of any rental, at its absolute discretion.

3. Caravan and Tow Vehicle Condition and Return

- You acknowledge the Caravan and Tow Vehicle was delivered to You by Apollo in good operating condition and with the seal of the odometer unbroken. You agree to return the Caravan and Tow Vehicle without alteration or addition to the Caravan and Tow Vehicle and in the same condition (except for ordinary wear and tear) together with all tools, tyres, accessories and equipment to the Return Location on the Return Date specified in **Rental Vehicle Agreement Part A** or sooner if demanded by Apollo.
- You acknowledge that the Caravan and Tow Caravan and Tow Vehicle is the sole property of Apollo and that at the time of receipt of the Caravan and Tow Vehicle by You it was in good running condition and fit for the purpose for which You required it and You ascertained this on your own inspection of the Caravan and Tow Vehicle and not as a result of any representation made by Apollo, its employees or agents.
- You acknowledge that the only existing damage to the Caravan and Tow Vehicle at the commencement of this Agreement is that detailed on the **Vehicle Condition Report**. It is essential that all existing damage is noted by You on the **Vehicle Condition Report**. Any damage which has not been noted on the **Vehicle Condition Report** will constitute damage which has occurred subsequent to the commencement of this Agreement for which You shall be charged.
- Apollo in its absolute discretion may take possession of the Caravan and Tow Vehicle without prior demand to You, and at your expense, if there has been a breach of any term of this Agreement or if the Caravan and Tow Vehicle is illegally parked, used in violation of any law or is apparently abandoned. In such circumstances Apollo, its employees or agents may enter on any property where the Caravan and Tow Vehicle is situated and You will indemnify Apollo, its employees and agents from claims by any person resulting from such entry and retaking of the Caravan and Tow Vehicle.
- If the seal of the odometer is broken or otherwise tampered with, You will be responsible for not only an extra charge based on 500 kilometres per day at 50c per kilometre, but also for any costs of repairing or replacing the odometer.
- If You fail to return the Caravan and Tow Vehicle to the Return Location or return the Caravan and Tow Vehicle to a different location to the Return Location, You will be charged for all costs associated with transporting or towing the Caravan and Tow Vehicle to the Return Location plus a minimum relocation charge of \$700 unless otherwise agreed by Apollo in writing.
- If You attempt to return the Caravan and Tow Vehicle to the Return Location and it is not open for business at the time You return the Caravan and Tow Vehicle, the Caravan and Tow Vehicle will be deemed to have been returned at the time when that Return Location next opens for business and the rental shall continue until that time and You shall remain fully responsible for the Caravan and Tow Vehicle, unless other arrangements have been agreed to in writing by Apollo.
- You must only use the fuel specified by the manufacturer of the Caravan and Tow Vehicle. Using bio-diesel, ethanol or any organic hybrid fuel is strictly considered the wrong fuel type. All costs associated with the use of this fuel including contaminated fuel will be at Your sole expense.

Apollo must be notified and it must agree to any extension of the rental period beyond that specified in **Rental Vehicle Agreement Part A** prior to the return date for the Caravan and Tow Vehicle otherwise the Caravan and Tow Vehicle will be immediately reported to the police as stolen.

4. Unauthorised and Prohibited Use of Caravan and Tow Vehicle

Persons who must not drive the Caravan and Tow Vehicle:

- A person who is not identified in **Rental Vehicle Agreement Part A** as either the renter or authorised driver.
- A person who is not licensed for that class of Caravan and Tow Vehicle.
- A person whose blood alcohol concentration exceeds the lawful percentage whilst driving the Caravan and Tow Vehicle.
- A person who was driving the Caravan and Tow Vehicle whilst under the influence of a drug.
- A person who has given or for whom You have given a false name, age, address or driver's licence details.
- A person whose driver's licence has been cancelled, endorsed or suspended within the last three years.
- A person who has held a full open driver's licence for less than two years.
- A person under 21 years of age. A medical certificate (no more than two weeks old) is required for drivers over 75 years and must state the driver is fit to drive the Caravan and Tow Vehicle booked for the duration of the rental period.
- A person who uses or intends to use the Caravan and Tow Vehicle for any illegal purpose.

Circumstances where the Caravan and Tow Vehicle must not be used:

- Any area outside the Area of Travel shown in **Rental Caravan and Tow Vehicle Agreement Part A**.
- Any area where applicable travel restrictions of clause 12 of this Agreement apply or unless authorised by Apollo in writing.
- Carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials.
- Pushing or towing any Caravan and Tow Vehicle, trailer, boat or other object unless authorised by Apollo in writing.
- Carrying any greater load and/or more persons and/or for a purpose for which the Caravan and Tow Vehicle is designed and constructed.

- Using the Caravan and Tow Vehicle for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities.
- Using the Caravan and Tow Vehicle in a dangerous, wilful or reckless manner.
- Using the Caravan and Tow Vehicle in contravention of any legislation or regulation controlling vehicular traffic.
- Carrying any animal in the Caravan and Tow Vehicle, unless authorised in writing by Apollo.

5. Financial Obligations

You and any additional renter/s and/or authorised driver/s are jointly and severally responsible for compliance with the terms of this Agreement. By entering into this Agreement You and any additional renter/s and/or authorised driver/s are responsible for and irrevocably authorise Apollo to debit the credit card/s provided (and You will pay Apollo, on demand, any balance) with the following charges:

- The rental charges specified in **Rental Vehicle Agreement Part A**.
- All charges claimed from Apollo for parking and/or any other traffic violations incurred during the rental period or until such later time as the Caravan and Tow Vehicle is returned to Apollo. An additional administration fee of \$75 per fine / infringement will apply to cover the costs of processing.
- All loss of or damage to the Caravan and Tow Vehicle, (including the loss of use of that Caravan and Tow Vehicle - 'demurrage'), legal expenses, assessment fees, towing and recovery costs, third party damage, storage and other charges rendered by Apollo's where:
 - You have breached any term of this Agreement ;
 - You have left the Caravan and Tow Vehicle unlocked or left the keys in the Caravan and Tow Vehicle;
 - You have not kept the keys secure and under your personal control;
 - You have lost, damaged or had the keys stolen;
 - The Caravan and Tow Vehicle is totally or partially immersed in any water regardless of cause;
 - The interior of the Caravan and Tow Vehicle is damaged regardless of cause except when there is a collision with another Caravan and Tow Vehicle;
 - The tyres of the Caravan and Tow Vehicle are damaged other than by normal wear and tear except where You have purchased **Liability Waiver** and it applies;
 - You have failed to maintain all fluid and fuel levels of the Caravan and Tow Vehicle or failed to immediately rectify or report to Apollo any defect in the Caravan and Tow Vehicle of which You become or ought to have become aware;
 - The Caravan and Tow Vehicle is damaged by loading or unloading, normal wear and tear excepted;
 - The underbody and overhead of the Caravan and Tow Vehicle is damaged regardless of cause except where there is a collision with another Caravan and Tow Vehicle or where You have purchased **Liability Waiver** and it applies;
 - You have been deemed negligent in any action thereby resulting in damage to the Caravan and Tow Vehicle or third party property;
 - You have damaged the Caravan and Tow Vehicle by any wilful or reckless misconduct;
 - Damage is caused by sitting or standing on the bonnet or roof of the Caravan and Tow Vehicle;
 - Damage is caused to the Caravan and Tow Vehicle whilst it is being transported over water;
 - Damage is caused to the Caravan and Tow Vehicle by snow chains;
 - Damage is caused to the awning of the Caravan and Tow Vehicle;
 - Damage caused by a single Caravan and Tow Vehicle roll over
 - Costs are incurred for recovering the Caravan and Tow Vehicle if it is bogged;
 - Costs are incurred where the wrong fuel type or contaminated fuel was used or where water was put in the fuel tank;
 - Costs are incurred where fuel was put in the water tank;
 - Costs are incurred with the Caravan and Tow Vehicle running out of fuel;
 - Costs are incurred with losing the fuel, oil or water caps and items in the convenience and/or camping kits;
 - Damage caused by falling asleep whilst driving

We accept American Express, Visa, MasterCard and Diners Club. American Express and Diners Club will incur an additional 4.5% surcharge on any transaction. Visa and MasterCard will incur an additional 2% surcharge on any transaction. EFTPOS maybe used to pay for rental charges (not bonds). Cash will not be accepted under any circumstances.

If You have paid by use of a credit card, or directed Apollo to bill the charges to some other person, corporation, firm or organisation who or which fails to make payment when due, You will immediately pay the full amount due to Apollo on demand. You irrevocably agree and authorise Apollo to use the credit card/s provided for payment of any amount due under this Agreement even if a signed credit card voucher has been returned.

6. Cancellation Fees

There is no refund for late pick up or early return of the Caravan and Tow Vehicle.

7. Change of Caravan and Tow Vehicle

Should the Caravan and Tow Vehicle booked be unavailable for any reason, Apollo reserves the right to substitute an alternative Caravan and Tow Vehicle without prior notification and at no extra cost to You. This shall not constitute a breach of contract and does not entitle You to a refund.

8. Voluntary Downgrade

Should You decide to take a lesser Caravan and Tow Vehicle than the one booked You will not be entitled to a refund.

9. Errors in Rental Charges

If Apollo has made a mistake in rendering charges to you in respect of the Caravan and Tow Vehicle You agree to pay any shortfall in charges to Apollo.

10. Exchange Rate/Currency Fluctuations

You acknowledge that all transactions under this Agreement are conducted in Australian Dollars. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against your credit card and the amount refunded at the expiration of the Rental Period. You irrevocably agree to release Apollo from any liability for such variation. Refunds by credit card can take up to 14 working days depending on the renter's Financial Institution.

11. Conditional Upon Payment

Where applicable, You agree that this Agreement is conditional upon Apollo being paid by the Travel Agent or Travel Wholesaler (Agent) who arranged this

Agreement on your behalf. You will pay to Apollo, upon demand, any shortfall paid by You to the Agent and the amount that should have been paid to Apollo based on the applicable standard gross rental rate in respect of the Caravan and Tow Vehicle for the rental period.

12. Travel Restrictions

- Caravans:-
 - It can only be towed on sealed / bitumen made roads or well maintained access roads less than 2 kilometres long to recognised campgrounds.
 - It can not travel to Tasmania, Northern Territory or Western Australia unless written permission is granted by Apollo. When travelling to these areas clause 12 (e) applies.
- Four Wheel Drive Caravan and Tow Vehicles:-
 - It may be driven on unsealed roads on the sole condition that the roads driven on have been gazetted. Gazetted roads are roads that appear on official road maps and street directories.
 - It can be driven to any island, (including Tasmania) as long as written permission is obtained from Apollo prior to travel. When travelling to these areas the conditions of clause 12 (d) apply.
 - It cannot be driven on the Canning Stock Route, The Lost City in Litchfield Park, Gunbarrel Highway, the Old Telegraph Road section of the road to Cape York, Boggy Hole (Finke Gorge National Park), the Old South Road from Maryvale to Finke and the last 2 kilometres of the Lennard River Gorge Road, at any time. Caravan and Tow Vehicles are NOT permitted to travel to Cape York between the months of December to May. At all other times written permission is required.
- Certain locations are considered unsafe to travel without taking some important precautions such as determining road and weather conditions, hence travelling to these areas can only be with four wheel drive vehicles and You must obtain the written permission of Apollo prior to travel. When travelling to these areas the conditions of clause 12 (d) apply. These Areas include, but are not limited to Any Islands, Tasmania, Simpson Desert, Cape York (North of Daintree River), Oodnadatta Track, Birdsville Track, Tanami Track, Gibb River Road, Kalumburu Road, Warburton Road, Strzelecki Track, Cape Leveque, Bungle Bungles, the Plenty Highway, Burke Development Road from Chillagoe to Normanton and Savannah Way from Normanton to Borroloola, Finke Road, Central Arnhem Road, Arnhem Land in general and any other remote area.
- In the event of an accident or breakdown in an area outlined in clause 12 where this section (e) is mentioned it will be your full financial responsibility to pay any salvage, towing and/or recovery costs to the nearest Apollo branch. No replacement Caravan and Tow Vehicle will be provided under any circumstances.
- Apollo reserves the right at its sole discretion to restrict Caravan and Tow Vehicle movements in certain areas for any reason including but not limited to adverse road or weather conditions.

13. Every 500 kilometres

The oil, fluids and coolant levels must be checked by You every 500kilometres. You must add water/coolant to the cooling system and an appropriate Australian Society of Automotive Engineers rated oil for petrol or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum. You agree to maintain the vehicle in these conditions and acknowledge that any mechanical damage occasioned as a result of your failure to maintain the vehicle in accordance with this clause will be paid by You.

14. Mechanical Breakdowns

Any mechanical problems associated with the Caravan and Tow Vehicle must be reported to Apollo as soon as possible in order to give Apollo the opportunity to rectify the problem during the rental period. Equipment failure must also be reported to Apollo. If Apollo is either not contacted or You do not allow Apollo the opportunity to rectify the problem during the rental period You agree that the problem is of such a minor nature that You make no claim for loss of time in respect of the rental period. You also agree that Apollo is not responsible for any claims made by You after the return of the Caravan and Tow Vehicle. You will be charged a fee where it is established that roadside assistance could have been avoided in cases such as keys being locked in the Caravan and Tow Vehicle, flat batteries caused by lights having been left on and other such similar occurrences.

15. Repairs

Any repair up to \$100 needs no authorisation from Apollo and all that is necessary for full reimbursement to You from Apollo is a proper receipt for the amount of the repairs. If the repair is more than \$100 then You must notify Apollo and obtain Apollo's consent before the repairs are carried out.

If the Caravan and Tow Vehicle cannot be driven as a result of a breakdown, Apollo will only reimburse You for the time that the Caravan and Tow Vehicle was not available for use. Subject to availability, Apollo will provide a replacement Caravan and Tow Vehicle. Any cost incurred in your travelling to an Apollo depot is your responsibility. The failure of accessories such as air-conditioners, awnings, televisions, microwaves, stove and grill, water pump, camping kit items, shower and toilet, refrigerators and radios/cassettes/CD/DVD/video players are not considered a breakdown and no amount will be paid by Apollo to You. Apollo is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Caravan and Tow Vehicle or as a result of any accident. Apollo is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.

Note: It can often be difficult to carry out repairs during weekends and holiday periods and/or in remote areas due to limited opening times and/or spare parts.

16. Tyres/Windscreens

Authorisation must be obtained from Apollo before tyres or windscreens can be replaced. You are responsible for replacing damaged tyres (for example, but not limited to, blowouts, punctures, sidewall damage, tyre staking etc) unless caused by normal wear. Maintain pressures as per the vehicle manufacturer's manual. Only purchase new steel radial tyres of the same size and ply rating as is on the vehicle. If You purchase tyres of a different size or ply rating Apollo will not refund You. You are responsible for replacing damaged windscreens and tyres except where You have purchased Liability Waiver and it applies

17. Child Restraints

Apollo gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Tow Vehicle and You accept full responsibility for the fitting and suitability of any such restraints fitted.

18. Accidents

In the event of an accident You must:

- Record the Time/Date/Location;

- (2) Record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle;
- (3) Record the name of their insurance company;
- (4) Not admit liability;
- (5) Notify the nearest police station within 24 hours of the accident;
- (6) Fully complete and sign the Accident Report Form (located in the vehicle)
- (7) Notify Apollo within 24 hours of the accident and fax through the Accident Report Form.

In the event of an accident, the towing and retrieval of the Caravan and Tow Vehicle to the closest Apollo depot is at your expense up to the amount of your Liability Waiver where it applies or for the full amount where it doesn't apply. There is no refund for monies paid for the unused portion of the rental period. An administration fee of \$75 per accident file will apply (to cover the costs of processing).

19. General Provisions

- (a) Immediately upon receipt, You must provide Apollo with every summons, complaint or paper in relation to any accident or loss involving the Caravan and Tow Vehicle.
- (b) You irrevocably release and hold harmless Apollo, its employees and agents from all claims for loss or damage to personal property owned by You or others left in the Caravan and Tow Vehicle, or which is received, handled or stored by Apollo at any time before, during or after the rental period, whether due to Apollo's negligence or otherwise.
- (c) Except as provided by law, You or passengers in the Caravan and Tow Vehicle are not the agent, servant or employee of Apollo for any purpose whatsoever.
- (d) Apollo gives no express warranties in relation to the Caravan and Tow Vehicle. Certain conditions and warranties are implied by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where Apollo is permitted to limit its liability under those statutes for breach of any implied condition or warranty, Apollo limits its liability to replacement, repair or re-supply of the Caravan and Tow Vehicle. All warranties, conditions and other obligations which may otherwise be implied are expressly excluded by this Agreement in their entirety. Apollo is not liable to You or any other person for any indirect, special, incidental or consequential loss relating to this Agreement. In the event of no alternative Caravan and Tow Vehicle being available to You Apollo's liability is limited to a refund of the rental charge or in the case of mechanical failure (unless caused by You) the remainder of the rental period.
- (e) No right of Apollo under this Agreement can be waived except by writing of an authorised officer of Apollo.
- (f) A goods and services tax (GST) or any similar tax, stamp duty or any other tax, a merchants fee, duty surcharge, levy or fee ('charges') may be imposed by local, state or federal government pursuant to this Agreement and collected by Apollo. In that situation, Apollo may in addition to the rental charge, recover from You an additional amount on account of the charges. Any additional amount on account of the charges shall be calculated without any deduction or set-off of any other amount and is payable to Apollo upon demand.
- (g) You agree not to part with possession, dispose of, encumber or assign any right or interest in the Caravan and Tow Vehicle and not create any lien on the Caravan and Tow Vehicle for repairs.

20. Illustration Disclaimer

Apollo's brochures, websites and other advertising material contain only representations of our Caravan and Tow Vehicles. Pictures, illustrations, descriptions and measurements of the Caravan and Tow Vehicles may be different to the actual Caravan and Tow Vehicle offered to You due to modifications and/or upgrades. Apollo is not liable for any such variance.

21. Fuel

The Tow Vehicle must be returned with the amount of fuel equal to that at the time of the commencement of the rental. If the Tow Vehicle is returned with less fuel, the difference will be charged to You at a rate of \$5.00 per litre (which includes a service component).

22. Cleaning

The Caravan and Tow Vehicle must be returned in a reasonable state of cleanliness or You may be charged a cleaning fee up to \$500. If applicable the toilet and waste water tank must both be returned empty or a \$150 cleaning fee will be charged to You in respect to each tank. The Caravan and Tow Vehicle must be completely free of mud. Smoking is not permitted in the Caravan and Tow Vehicles or a cleaning & deodorising process will be necessary at a charge of \$300.

23. Returns

When open, Apollo's depot hours are 0800am to 1630pm (local time) except the Broome branch which is opened from 8am to 5pm (local time) Monday to Friday and 8am to 1pm (local time) on Saturdays, Sundays and Public Holidays. During the period of 01 October 2011 to 31 March 2012 the Broome branch will be closed on Sundays and Public Holidays. During the period of 01 December 2011 to 31 March 2012 the Alice Springs branch is closed on Sundays and the Darwin branch is closed on Saturdays and Sundays. All branches will be closed Christmas Day, New Year's Day and Good Friday. The Caravan and Tow Vehicle must be returned at the Return Time and at the Return Location. If you wish to change the Return Location or the Return Date after the rental has commenced, You first must obtain permission from Apollo. Subject to the change of the Return Location being approved, an additional minimum charge of \$700 will apply. If the Caravan and Tow Vehicle is returned at a different location without permission, the cost of transferring the Caravan and Tow Vehicle to the Return Location will be charged to you, plus a minimum charge of \$700. You will continue to be responsible for the rental of the Caravan and Tow Vehicle, including demurrage, until the Caravan and Tow Vehicle is returned to the Return Location. If You return the Caravan and Tow Vehicle late without Apollo's permission, the Caravan and Tow Vehicle will immediately be reported to the police as stolen and You will be charged for the late return at a rate equivalent to double the daily standard gross rental charge for the Caravan and Tow Vehicle, plus the daily rate charge applicable to Your chosen Reduction Option. Early return of the Caravan and Tow Vehicle does not entitle You to a refund.

24. Rental Extensions

Should You wish to extend the rental period whilst on hire, you must first obtain authorisation from Apollo. This is subject to availability of the Caravan and Tow Vehicle. The extra cost of an extended rental must be paid by credit card over the telephone or at an Apollo Branch immediately on confirmation of the rental extension. The additional days will be at the daily standard gross rental charge for the Caravan and Tow Vehicle applicable at the time of the extension.

25. Cyclones/Flooding and Weather Conditions

Apollo is not responsible for road closures caused by cyclones, flash floods and other acts of God. Whilst Apollo will make every effort to accommodate delays and non Caravan and Tow Vehicle returns to Return Locations for these events any costs over and above the minimum \$700 Return Date and Return Location fee will be your responsibility.

26. Kilometre Allowance

The Kilometre Allowance per day and Charge Per Excess Kilometre Fee is indicated on **Rental Agreement Part A**. The applicable Excess Kilometre Fee

is payable by You to Apollo on return of the vehicle.

27. Satellite Safety Beacon

If You are supplied with a Satellite Safety Beacon it should only be activated in life threatening emergency situations to alert the rescue authorities. Deliberate misuse may incur a severe penalty. Any costs incurred due to the activation of a unit are a matter strictly between You and the rescue authorities.

28. Damage Waiver

You will receive the benefit of Apollo's insurance with its insurer in respect of damage to the Caravan and Tow Vehicle or damage to any third party property other than any property owned by You (or any friend, relative, associate or passenger) or any property in your physical or legal control provided You:

- (a) have paid the minimum **Liability Waiver** set out in **Rental Agreement Part A**;
- (b) are not in breach of this Agreement and have not caused any other person to have acted in a manner which is in contravention of this Agreement;
- (c) are not covered under any other policy of insurance;
- (d) have provided such information and assistance as may be requested by Apollo's insurer and, if necessary, authorised Apollo's insurer to bring, defend or settle legal proceedings, and have the sole conduct of those proceedings.

29. Personal Injury

The Vehicle has third party personal injury insurance cover. It is likely that any other Caravan and Tow Vehicle involved in the accident also has third party personal injury insurance cover as well. Depending on the circumstances of the accident, You may be entitled to claim for your personal injury against the third party personal injury insurance of the party which is responsible for the accident. Details of the third party personal injury insurer for the Vehicle are set out in the registration details of the Vehicle.

30. Property Damage

As outlined in clause 28, the Caravan and Tow Vehicle is insured for damage to it or damage to the property of a third party. Notwithstanding that You may receive the benefit of Apollo's insurance with its insurer for the Caravan and Tow Vehicle, You will remain responsible up to the amount of the applicable **Liability Waiver** set out in **Rental Agreement Part A** for the cost of such damage to the Caravan and Tow Vehicle and for damage to third party property. You will also remain responsible for the cost of demurrage for the period the Caravan and Tow Vehicle is unavailable due to repairs. The **Liability Waiver** applies in respect of each claim, not per rental. In the event of a claim, Apollo will require you pay a second bond if you are continuing with the rental plus an administration fee of \$75 per claim.

The **Liability Waiver** is applicable regardless of who is at fault and must be paid at the time the accident/incident is reported to Apollo, not at the completion of the rental period.

Note: Personal belongings damaged, stolen or lost are Your responsibility. Apollo recommends that You do not leave items of value in the Vehicle and that You take out Your own Personal Travel Insurance.

31. Liability Waiver (Campervans, Motorhomes and 4wds)

Standard Liability.

Apollo's rental charge includes a Standard Liability Waiver of \$7,500.

A bond of \$7,500 will be collected from You, by Apollo debiting your credit card, at the time of You signing this Agreement. Payment of this bond is only accepted by credit card. An administration fee equal to the merchant surcharge applies. The Standard Liability Waiver can be reduced if You purchase one of the following Reduction Options:

Reduction Option 1

A Liability Waiver of \$3,500 applies. You can purchase this Option by paying to Apollo \$27 per day. This total liability option charge is limited to a maximum of 50 days or \$1,350. With this Option a bond of \$3,500 will be collected from You, by Apollo debiting your credit card, at the time of You signing this Agreement. Payment of this bond is only accepted by credit card. An administration fee equal to the merchant surcharge applies.

Reduction Option 2 (VIP Cover)

A Liability Waiver of \$750 applies. This Option can be purchased by paying Apollo \$44 per day. The maximum amount payable for this Option per rental is \$ 2,200 - i.e. 50 days rental.

A bond of \$750 will be collected from You, at the time of You signing this Agreement. This Bond is payable to Apollo by an open signed credit card imprint with an authorisation obtained (sufficient funds must be available for \$250).

32. Single Vehicle Accident (Caravan and Tow Vehicle)

If a single vehicle accident occurs in the Northern Territory or Western Australia an additional liability of \$1000 will apply. For the purpose of this Agreement a single vehicle accident is an accident which occurs when no other motor vehicle is involved or when You cannot provide Apollo with the full details of any vehicles that were involved.

33. Bond

For security purposes, only a credit card can be used to provide a bond. The credit card holder must be present and be able to sign for the bond upon collection of the Caravan and Tow Vehicle. The credit card holder is jointly and severally liable for any damage to the Caravan and Tow Vehicle. The bond is fully refundable when the Caravan and Tow Vehicle is returned to the correct location on time, is full of fuel and all other terms of this Agreement have been complied with. If there is damage to the Caravan and Tow Vehicle on its return, the bond will be used to cover the cost of such damage up to the amount of the relevant Liability Waiver. However, if the terms of this Agreement are breached and the bond is insufficient to cover the damage then any extra cost will be charged to You.

34. Privacy Notice

Apollo has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the Privacy Act (Commonwealth). Apollo collects personal information to offer, provide, manage and administer its services and products. Apollo discloses personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our customers. However, we limit the use and disclosure of any personal information provided by us to such third parties for the specific purpose for which it was supplied. Apollo will not release your personal information to anyone other than to which we have already identified. If you would like a copy of our Privacy Policy, or you wish to seek access to or correct the personal information we collect or disclose a value, please contact Apollo.

Rental Agreement Number: _____

Vehicle Registration Number: _____

- (1) I have read and understood the above provisions and agree to be bound by them.
Ich habe die Vertragsbedingungen gelesen und akzeptiere an diese gebunden zu sein.
- (2) I have been shown over the Caravan and Tow Vehicle and all features have been demonstrated to me.
Das Mietfahrzeug wurde mir erklärt und ich wurde auf alle Funktionen hingewiesen.
- (3) I have checked over the Caravan and Tow Vehicle and am satisfied that the Caravan and Tow Vehicle is free of any insect infestation such as and not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.
Ich selber habe das Mietfahrzeug geprüft und erkläre hiermit, dass das Fahrzeug frei von Insekten oder anderem Ungeziefer wie z.B. Ameisen, Fliegen, Mücken, Kakerlaken, Läuse oder Wanzen ist.
- (4) I have checked over the Caravan and Tow Vehicle and its equipment and am satisfied with its cleanliness and condition.
Ich selber habe das Mietfahrzeug geprüft und ich bin mit der Sauberkeit sowie mit der Ausrüstung zufrieden.
- (5) Any damage to the Caravan and Tow Vehicle has been marked on the Caravan and Tow Vehicle Condition Report.
Alle Schäden am Mietfahrzeug wurden im entsprechenden Übernahmeprotokoll vermerkt.
- (6) I am satisfied that the fuel tank is completely full and agree to return the fuel tank completely full.
Ich bestätige, dass der Tank bei Übernahme des Mietfahrzeuges voll ist und ich werde das Mietfahrzeug wieder vollgetankt zurückbringen.
- (7) I agree that I have checked the condition of the tyres, including the spare, and I am satisfied that they are in a roadworthy condition.
Ich bestätige hiermit dass ich den Zustand aller Reifen, inklusive Reserverad, überprüft habe und ich bin überzeugt dass diese verkehrssicher sind.

1. Signed by Renter: _____

Name: _____

2. Signed by Renter: _____

Name: _____

3. Signed by Renter: _____

Name: _____

4. Signed by Renter: _____

Name: _____

5. Signed by Renter: _____

Name: _____

6. Signed by Renter: _____

Name: _____

Branch Person: _____

Date: _____