



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

Australia

Rental Vehicle Agreement Part B

Effective 01 April 2019 / Terms & Conditions

PART B CONTRACTUAL AGREEMENT TERMS AND CONDITIONS FOR HIRE

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1 Introduction

Welcome and thank you for choosing Apollo Motorhome Holidays Ltd (**Apollo**) for your holiday of a lifetime. We wish you a safe holiday full of fun and adventure. At **Apollo**, we pride ourselves on our products and reputation which we have built over a number of decades. It is our intention to offer you the best experience. Your safety is our priority, so to ensure that you have the best time, please read through Apollos Terms and Conditions (**T&Cs**) so you are fully informed about our entire product range and value-added services.

2 Contractual Rental Agreement

- 2.1 [Rental Agreement Part A](#) and [Rental Vehicle Agreement Part B](#) forms your Hire Schedule Contract (Agreement) and these documents must be read in their entirety and in conjunction with each other. Together this documentation forms the Agreement between You (see clause 32.1) and Apollo. This Agreement is governed by the laws of Australia and at state law where required.
- 2.2 To understand the T&Cs of this Agreement including all financial obligations, cover, features and services, please carefully read the entire Agreement. This is a contract between You and Apollo. You are jointly responsible for acknowledging and understanding the terms of this Agreement. This Agreement has been designed to be written in plain language and if You have any questions regarding any content please raise your questions with our employees.
- 2.3 The Agreement is focused on providing clear information, putting You in an informed position prior to hire. It incorporates the industry guidelines of Australian Consumer Law (Rentals) (ACL). Where Apollo is permitted to limit its liability under the ACL for breach of any expressed or implied condition or warranty, Apollo limits its liability to replacements, repairs or resupply of the Vehicle.
- 2.4 Subject to the rights that You may have under the ACL, the *Australian Securities and Investments Commission Act 2001* (Cth) (ASIC Act) or the *Corporations Act 2001* (Cth) (The Act), Apollo has no liability for indirect or consequential loss under this Agreement.
- 2.5 Apollo reserves its right to refuse any rental based on reasonable grounds and may refuse any rental at its discretion.

3 Vehicle Condition Collection and Return

- 3.1 Apollo will supply the Vehicle in a clean, safe and road worthy condition which meets Apollo's quality assurance program along with all regulatory and registration requirements and You acknowledge that:
 - (a) The **Vehicle** was delivered to **You** in a good operating condition and **You** agree to return the **Vehicle** without alteration or addition, in the same condition, except for ordinary wear and tear (having regard to the period of hire excluding windscreen or tyre damage) together with all tools, tyres, accessories and equipment to the **Return Location** on the **Return Date** as specified in [Rental Agreement Part A](#).
 - (b) **You** inspected the **Vehicle** at the commencement of the hire and agree that the **Vehicle** was in good operating condition and fit for the hire; and
 - (c) The **Vehicle** remains at all times the sole property of Apollo.
- 3.2 Any existing damage to the Vehicle at the commencement of hire is discussed, captured and detailed at the Branch and reported in the Vehicle Condition Report (VCR). In the event the Vehicle is returned with damage not noted in the VCR You will be held responsible for the cost of the damage.
 - (a) **VCR** check out and check in reports are used by **Apollo** and **You** to ensure that any damage is recorded and **You** are advised of any charges for accidental damage post hire.
 - (b) If the **Vehicle** is not returned within the stated branch working hours as specified in [Rental Agreement Part A](#) **You** will be charged an administration fee of \$75.00 for collection or return outside of branches normal office hours unless other arrangements have been agreed to by **Apollo**.
 - (c) **Apollo** will take possession of the **Vehicle** without prior notice to **You** at **Your** expense if there has been **Substantial Breach** (see clause 32.12) of this **Agreement**. This may include but not be limited to **Apollo's** employees/agents entering the property where the **Vehicle** is situated and **You** indemnify **Apollo's** employees/agents only to the extent permitted by law from claims for any person resulting from such entry and retaking of the **Vehicle**.
 - (d) If **You** do not return the **Vehicle** to the agreed **Return Location** specified in [Rental Agreement Part A](#) **You** will be charged for all costs associated with the transportation and towing of the **Vehicle** to the agreed **Return Location** plus a relocation fee at a maximum charge of \$5000.00 including GST unless arrangements have been agreed to by **Apollo**. **Apollo** must be notified and agree to any extension of the rental period beyond that specified in [Rental Agreement Part A](#). If the **Vehicle** is not returned on the **Return Date**, it will be reported to the Police as stolen.
 - (e) **You** will continue to be responsible for the rental of the **Vehicle**, including **Loss of Use**, until the **Vehicle** is returned to the **Return Location**. If **You** return the **Vehicle** late without Apollo's permission a formal demand will be issued by **Apollo** to take steps to recover and repossess the **Vehicle** based on a rate equivalent to double the daily standard gross rental charge and any costs associated with Apollo's **Loss of Use**.

4 Vehicle Maintenance

- 4.1 The Vehicle must be returned with the same amount of fuel equal to that at the time Apollo provided the Vehicle. If the Vehicle is returned with less fuel the difference will be charged at a rate of \$5.00 per litre including GST (includes a service component fee) unless the pre-paid fuel product has been purchased.
- 4.2 You must only use the fuel type specified by the manufacturer of the Vehicle and the use of bio-diesel or any organic hybrid fuel type is strictly prohibited (use of E10 is acceptable). Any use of incorrect fuel types is a Substantial Breach of this Agreement.
- 4.3 Damage to the Vehicle or any other associated costs with the use of incorrect fuel types is at Your sole expense. If damage regarding incorrect fuel types is identified and Apollo agrees that a Third Party (see 32.13) is entirely at fault and You can provide information regarding that Third Party and specific information such as proof of purchase, distance/time between fuelling and breakdown and any other reasonable requests, Apollo will undertake recovery action.
- 4.4 If the odometer is broken or tampered with, You will be responsible for an extra charge calculated based on 500 kilometres per day at 50c per kilometre and the costs incurred as a result of repair or replacement of the odometer.
- 4.5 Oil, fluids and coolant levels must be checked by You every 500 kilometres. You must report to Apollo as soon as possible, where the oil is above or below the recommended level or the warning indication light is illuminated. You must add water and use a licensed mechanic to perform any tasks necessary subject to the manufacturer's specifications.

- 4.6 You agree to maintain the Vehicle to these conditions and acknowledge that any mechanical damage occasioned as a result of Your failure to maintain the Vehicle in accordance with this clause must be paid by You.

5 Prohibited Use of Vehicle – Drivers

- 5.1 A current open driver licence is required and must be produced upon vehicle collection. If a foreign licence in a foreign language is presented, it must be accompanied with an international driver licence and/or an accredited English translation. Only Persons identified in [Rental Agreement Part A](#) as either the renter or authorised driver may drive the Vehicle. Even when identified in [Rental Agreement Part A](#), persons who must not drive the Vehicle is;
- anyone who does not have the licence required by law to drive the class of **Vehicle** hired;
 - anyone who provides a false, fake or counterfeit licence;
 - anyone who has given, or for whom **You** have given, a false name, age, address or any driver licence detail;
 - anyone whose driver licence is currently expired or has been cancelled or suspended within the last three years;
 - anyone who is a learner, provisional or probationary licence holder or has not held a full driver's licence for any class of **Vehicle** for at least two years;
 - anyone under 21 years of age;
 - anyone under 18 years of age, when renting from the Hippie range;
 - anyone who uses or intends to use the **Vehicle** for illegal purposes;
 - anyone whose blood alcohol concentration or level of drugs exceeds the lawful percentage; and
 - anyone under the influence of or impaired by a drug, intoxicating liquor or any other substance.

6 Prohibited Use of Vehicle – Travel

- 6.1 Prohibited use of the Vehicle is based on both the safety of You and the preservation of our vehicles. Prohibited use includes, but may not be limited to:
- natural disasters, weather-based events or other major circumstances;
 - in any area outside the Area of travel shown in Tables below;
 - in any area where travel restrictions apply unless previous arrangements have been authorised by **Apollo**;
 - for carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials;
 - for pushing or towing any vehicle, trailer, boat or other object unless authorised by **Apollo**;
 - for carrying any greater load and/or more persons for which the **Vehicle** is not designed;
 - for racing, pace-making, speed trials, driving in a dangerous, wilful or reckless manner;
 - for carrying illegal substances or product either for commercial purposes, financial gain or delivery of such goods; and
 - driving the **Vehicle** in an unsafe or unroadworthy condition;
- 6.2
- Two Wheel Drive travel restrictions for Campervans and Motorhomes also apply. These include but are not limited to:
 - must not be driven on any unsealed roads, except well maintained access roads less than 12 kilometres long to recognised camping grounds or National Parks.
 - the Apollo and StarRV range may be driven to most islands (including Tasmania) and/or North of the Daintree River provided permission is obtained from Apollo prior to travel. For exceptions please refer Table 1.
 - The Vivid Camper must not be driven to Western Australia or Northern Territory.
 - The Hippie Range vehicles can only travel to the Northern Territory if previously agreed with Apollo, at \$20 per day.
 - Hippie range picked up from Brisbane, Cairns, Melbourne and Sydney are not permitted to drop off in Perth and Hippie range picked up in Perth are not permitted to drop off in Brisbane, Cairns, Melbourne and Sydney.
 - Four-Wheel Drive travel restrictions also apply. Refer Table 1. These include, but are not limited to: vehicles;
 - must be driven in 2WD mode on sealed roads;
 - may be driven on unsealed roads on the condition that the roads have been gazetted, meaning roads that appear on official road maps or street directories.

Table 1.

State/ Territory	Apollo Permission Required	Not Permitted at all times	Not Permitted between the period of December to May
All	Any islands; Any remote unsealed roads (not listed below).	Fraser Island, Moreton Island and Rottneest Island	-
Queensland	Birdsville Track, Burke Development Road from Chillagoe to Normanton, Cape York (North of Daintree River), Savannah Way (Normanton to Borroloola), Bloomfield track, Sandover Highway	Fraser Island, Moreton Island, the Old South Road from Maryvale to Finke, Old Telegraph Road section of the road to Cape York	Cape York (RVs are not permitted to travel to Cape York between December and May, permission is required at all other times to travel to Cape York)
South Australia	Oodnadatta Track, Simpson Desert, Strzelecki Track	Gunbarrel Highway, Old Gunbarrel Highway	-
Tasmania	Tasmania	-	-
Western Australia	Bungle Bungles, Cape Leveque, Gibb River Road, Kalumburu Road, Mitchell Falls/ Plateau, Tanami Track, Blackstone-Warburton Road, Warburton, Fairfield-Leopold's Downs Road, Gunbarrel Highway	Rottneest Island, Old Gunbarrel Highway, Canning Stock Route, last 2 kilometres of the Lennard River Gorge Road	-
Northern Territory	Arnhem Land, Mereenie Loop, Plenty Highway, Savannah Way, Normanton to Borroloola, Finke Road (between Alice Springs and Oodnadatta Track), Tanami Track, Sandover Highway, Jim Jim Falls & Twin Falls	Boggy Hole (Finke Gorge National Park), Central Arnhem Road, The Lost City in Litchfield Park, the Old South Road from Maryvale to Finke	-

- 6.3 Apollo reserves the right at its discretion to restrict vehicle movements in certain areas for any reason including but not limited to adverse road or weather conditions. Any revisions to these restrictions may be notified at the time of rental or by email during the rental.
- 6.4 In the event of an accident or breakdown in an area outlined above it will be Your full financial responsibility to pay any salvage, towing and/or recovery costs to the nearest Apollo branch (except where 4WD Additional Cover has been purchased and applies).
- 6.5 In the event such a circumstance arises as Clause 5 or 6, You will be held responsible for all costs and losses even if You have purchased a Liability Reduction Package as all are Substantial Breaches of this Agreement. If Apollo is made aware that You are travelling in a restricted area with either a two wheel drive or a four wheel drive a \$300 fee including GST may apply on each occasion.

7 Financial Obligations

- 7.1 It is very important that You are fully aware of Your Financial Obligations that form part of Your Agreement. By entering into this Agreement, You agree and give Your express consent for Apollo to use Your payment details for the purpose of hire and the accident management process, subject to:
- 7.2 Rental Charges and Traffic Infringements
- (a) the rental charges specified in [Rental Agreement Part A](#)
- (b) all charges claimed from **Apollo** for toll, parking and/or any other traffic fines, infringements or violations incurred during **Your** rental period or until such a later time that a fine is received and an additional administration fee of \$75 including GST per fine / infringement may apply to cover the costs of processing.
- 7.3 Accidents, Damages and Losses
- (a) All accidents that gave rise to **Loss or Damage** will result in payment of **Your** bond unless **Apollo** determines that a **Third Party** was entirely at fault and **You** provide all **Third Party** information or where **You** have purchased a **Value Added Service** and/or **Liability Reduction Option** Package (see clause 9). You agree to pay **Apollo** for any accidents or losses as a result of but not limited to:
- i. Driving the **Vehicle** in a careless, reckless, damaged state or any wilful act resulting in **Loss or Damage** regardless if an infringement has been issued by the authorities for failing to abide by road rules;
 - ii. If the **Vehicle** is left unlocked, the keys are left in the **Vehicle**, the keys are not kept secure under **Your** personal control or the keys have been lost, damaged or stolen which may result in the **Vehicle** being stolen;
 - iii. If the **Vehicle** is totally or partially immersed in any water, regardless of cause unless due to a natural disaster;
 - iv. Failing to maintain fluids, fuel and oil levels or failure to immediately rectify or report to **Apollo** any defect in the **Vehicle** which **You** became or ought to have become aware of;
 - v. Where **You** have mis-fuelled the **Vehicle**, put fuel in the water tank or put water in the fuel tank or have used contaminated fuel unless a **Third Party** can be held entirely at fault;
 - vi. **You** cannot engage 4WD mode on sealed roads;
 - vii. The **Vehicle** is damaged by loading or unloading the **Vehicle** with luggage, general equipment or ferries;
 - viii. The slide out, being the extension to the side of the **Vehicle**, and the step of the **Vehicle** is damaged, regardless of cause;
 - ix. If **You** cause damage by sitting or standing on the **Vehicle** or damage the interior regardless of cause;
 - x. **Loss or Damage** is caused by snow chains;
 - xi. Awning damage except when **You** have purchased a **Value Added Service** and/or **Liability Reduction Option** and it applies;
 - xii. Tyre damage other than by normal wear and tear, except where **You** have purchased a **Value Added Service** and/or **Liability Reduction Option** and it applies;
 - xiii. Windscreen damage, except where **You** have purchased a **Value Added Service** and/or **Liability Reduction Option** and it applies;
 - xiv. Where there is damage to the roof top tent/pod or luton peak of the **Vehicle** **You** will be liable for the repair or replacement of this cost except where **You** have purchased a **Value Added Service** and/or **Liability Reduction Option** and it applies;
 - xv. Where the gas bottle is damaged or lost;
 - xvi. In the event of an accident or loss, all towing and retrieval of the **Vehicle** to the closest **Apollo** branch is at **Your** expense up to the amount of **Your Value Added Service** and/or **Liability Reduction Option** where it applies or for the full amount where it does not apply; and
 - xvii. Subject to rights and obligations under the ACL, there is no refund for monies paid for the unused portion of the rental period.
- 7.4 Overhead Damages
- (a) In the event **You** are involved in an accident that results in **Loss or Damage** caused by **Overhead Damage** (see clause 32.12) impact, **You** acknowledge that this is a **Substantial Breach** (see clause 32.12) and **You** agree to pay **Apollo** all cost of repairs or costs associated with a total loss including, towing, recovery, assessment fees and losses associated cost with **Loss of Use** (see clause 32.8).
- (b) **Overhead Damage** may be covered depending if **You** purchased a **Value Added Service** and/or **Liability Reduction Option** and it applies.
- 7.5 Single Vehicle Roll-Over
- (a) In the event **You** are involved in a **Single Vehicle Rollover** (see clause 32.9) that results in **Loss or Damage**, **You** acknowledge that this is a **Substantial Breach** and **You** agree that **You** are required to pay **Apollo** the cost of repairs or costs associated with a total loss including but not limited to towing, recovery, assessment fees and losses associated with **Loss of Use** unless **You** have purchased the **Single Vehicle Roll Over Option** and it applies.
- 7.6 Underbody Damages
- (a) In the event that **You** are involved in an accident or loss that gives rise to **Underbody Damages** (see clause 32.15), **You** acknowledge that this is a **Substantial Breach** and **You** agree that **You** are required to pay **Apollo** for all costs of repairs or cost associated with a total loss including, towing, recovery, assessment fees and losses associated with **Loss of Use** except where **You** have purchased a **Value Added Service** and/or **Liability Reduction Option** and it applies.

- 7.7 You acknowledge that there is no indemnity extended to any third party involved in the clause 7.3, 7.4, 7.5 and 7.6 unless You have purchased a Value Added Service and/or Liability Reduction Option and it applies. However, in the event that Apollo agrees the third party was entirely at fault and all third party details have been provided, Apollo will seek recovery action against this third party.

8 Collision Damage Report

- 8.1 Your safety is our greatest concern, therefore, following an accident, first and foremost, please check the safety of everyone. You are required to complete a Collision Damage Report (CDR) within 24 hours of the accident. This CDR will be located in the Vehicle's glovebox. If a CDR cannot be located, please contact Apollo Assist on 1300 798 212 so the accident can be reported. Please ensure that You:
- collect and complete as much information as possible at the scene;
 - refer to the **CDR** as this will prompt **You** on what information to obtain;
 - If safe to do so, take images of the damages and location of the accident and attach them to the **CDR**;
 - You** can email the CDR to accidents@apollocamper.com.au, return to branch or call Apollo Assist on 1300 798 212;
 - If necessary or if **You** or another party has been injured, please notify the nearest police station;
 - Do not admit liability;
 - Provide any additional information that may assist **Apollo** in the managing this accident;
 - In the event of litigation, information provided by **You** will be used as evidence to support any legal action;
 - You** acknowledge that **You** may be required to attend court in the capacity of a plaintiff, defendant or witness;
- xviii. In the event **You** are served with any documentation, **You** must notify **Apollo** within 24 hours of being served
 - xix. **You** must provide **Your** national and international contact details including **Your** mobile, email and residential addresses and;
 - xx. Should an interpreter be required, **Apollo** will authorise and pay for this service.

9 Value Added Services and/or Liability Reduction Options

- 9.1 Value Added Services and/or Liability Reduction Options are essentially additional products if You have elected to purchase these additional products for the duration of hire to allow You to enjoy Your holiday with known benefits and enhanced protection. Some of these include but are not limited to:

Windscreen and Tyre Protection Plus	Windscreen and Tyre Protection	Extended Roadside Assistance
Drop and Go	Pre-Paid Fuel	Toll Packages

- 9.2 Liability Reduction Options represents the maximum dollar amount per accident You are responsible for in the event of an accident resulting in Loss or Damage.
- 9.3 Liability Reduction Options are products offered by Apollo to reduce Your financial exposure dependent upon the level of liability You have chosen.
- 9.4 A Liability Reduction Option is not an Insurance Policy.
- 9.5 Apollo does offer 5 levels of Liability Reduction Options ranging from a Standard Pack to the Value Pack.
- 9.6 Liability Reduction Options differ significantly in terms of coverage, so please take Your time to review Your options when considering purchasing an option that best suits You.
- 9.7 The bond is payable by credit card or debit card and cannot be paid with a pre-paid credit card. Bond payment will depend on the Liability Option chosen. With The Low Road or The Middle Road the total bond will be debited to the credit or debit card immediately. With The High Road or The Value Pack the bond is payable to Apollo by an open signed credit card imprint. Sufficient funds must be available. All figures noted below include GST.

The **Single Vehicle Roll Over Option** will cover **You** in the case of an accidental **Single Vehicle Roll Over** as outlined in clause 32.11

9.8 The Low Road

Apollo offers a basic standard liability option. The Low Road includes:

- On the Apollo range all 2WD's Tourer, Star, Camper, Deluxe and Sliders have a liability bond of \$7500. For all 2WD's Hitop, Vivid and Endeavours have a standard liability bond of \$5000. This liability bond will be collected from **You** and debited against **Your** credit card at the time of signing this **Agreement**.
 - All Apollo range 4WD vehicles have a standard liability bond of \$8000. This liability bond will be collected from **You** and debited against **Your** credit card at the time of signing this **Agreement**.
 - On the Cheapa range all 2WD's 2 Berth, 4 Berth and 6 Berth have a liability bond of \$5000. For all 2WD Hitop and Endeavours have a liability bond of \$3500. This liability bond will be collected from **You** and debited against **Your** credit card at the time of signing this **Agreement**.
 - All Cheapa range 4WD vehicles have a standard liability of \$8000. This liability bond will be collected from **You** and debited against **Your** credit card at the time of signing this **Agreement**.
 - On the Hippie range all campers have a liability bond of \$3000. This liability bond will be collected from **You** and debited against **Your** credit card at the time of signing this **Agreement**.
- 9.9 The Middle Road
- On the Apollo range all 2WD vehicles have a liability bond of \$2500. The liability bond will be collected from **You** and debited against **Your** credit card at the time of signing this **Agreement**.
 - All Apollo range 4WD vehicles have a liability bond of \$2500. The liability bond will be collected from **You** and debited against **Your** credit card at the time of signing this **Agreement**.
 - On the Cheapa range all 2WD's 2 Berth, 4 Berth and 6 Berth have a liability bond of \$2500. For all 2WD Hitop and Endeavour have a liability of \$1500. This liability bond will be collected from **You** and debited against **Your** credit card at the time of signing this **Agreement**.
 - All Cheapa range 4WD vehicles have a liability bond of \$2500. The liability bond will be collected from **You** and debited against **Your** credit card at the time of signing this **Agreement**.
- 9.10 The High Road
- On the Apollo range all 2WD Campers and Motorhomes have \$0 Liability. A bond of \$250 will be imprinted from **Your** credit card at the time of signing this **Agreement**.
 - All Apollo range 4WD vehicles have a \$0 Liability bond. A bond of \$500 will be imprinted from **Your** credit card at the time of signing this **Agreement**.

- (c) On the Cheapa range all 2WD campers and motorhomes have a \$0 liability. A bond of \$250 will be imprinted from **Your** credit card at the time of signing this **Agreement**.
- (d) All Cheapa range 4WD vehicles have a \$0 Liability bond. A bond of \$500 will be imprinted from **Your** credit card at the time of signing this **Agreement**.
- (e) On the Hippie range all campers have a \$0 liability. A bond of \$100 will be imprinted from **Your** credit card at the time of signing this **Agreement**.

The High Road Liability Option does not include any of the **Value Added Services** noted in the Value Pack.

9.11 The Value Pack

- (a) All Apollo range 2WD Campervans and Motorhomes have \$0 Liability. A bond of \$250 will be imprinted at the time of signing this **Agreement**. The Value Pack for Apollo 2WD vehicles includes; 'The High Road', Unlimited Windscreen and Tyres, Undercarriage/Overhead damage (covered for accidental damage), pre-purchased gas bottle, initial set of toilet chemicals, camp chairs and table, and baby/booster seats (with prior request). The Apollo Vivid Camper is limited to only 1 windscreen.
- (b) All Apollo 4WD vehicles **You** have \$0 liability. A bond of \$500 will be imprinted from your credit card **You** at the time of signing this **Agreement**. The Value Pack for Apollo 4WD vehicles includes; 'The High Road', pre-purchased gas bottle, camp chairs and table, and baby/booster seats (with prior request).
- (c) All Cheapa range 2WD Campervans and Motorhomes have \$0 Liability. A bond of \$250 will be imprinted at the time of signing this **Agreement**. The Value Pack for Cheapa 2WD vehicles includes; 'The High Road', pre-purchased gas bottle, extra driver/renter fees, initial set of toilet chemicals, camp chairs and table, and baby or booster seats (with prior request).
- (d) All Cheapa 4WD vehicles **You** have \$0 liability. A bond of \$500 will be imprinted from your credit card **You** at the time of signing this **Agreement**. The Value Pack for Cheapa 4WD vehicles includes; 'The High Road', pre-purchased gas bottle, camp chairs and table, and baby/booster seats (with prior request).
- (e) All Hippie 2WD Campervans and Motorhomes have \$0 Liability. A bond of \$250 will be imprinted at the time of signing this **Agreement**. The Value Pack for Hippie vehicles includes: 'The High Road', Personal Kits, pre-purchased gas bottle, extra driver/renter fees, camp chairs and table, and baby or booster seats (with prior request).
- (f) On the StarRV range the Value Pack is included in the rental rate. The Value Pack for StarRV vehicles includes; 'The High Road', Unlimited Windscreen and Tyres, Undercarriage/Overhead damage (covered for accidental damage), GPS, pre-purchased gas bottle, camp chairs and table and baby or booster seats (with prior request)

9.12 4WD Additional Cover

The 4WD Additional Cover is only available when the Value Pack or The High Road Liability Reduction Option is purchased. The 4WD Additional Cover reduces liability to \$0 and a \$500 bond is payable to **Apollo** by an open signed credit card imprint. The additional cover includes:

- xxi. Accidental Overhead Damage and undercarriage sections of the 4WD Camper
- xxii. Unlimited tyre and windscreen cover (except X-Terrain);
- xxiii. Unlimited kilometres;
- xxiv. Bugged Vehicles, including towing, salvage and recovery costs from 4WD roads where permission from Apollo, to travel on these roads was granted and only to the amount not exceeding \$2000.00;
- xxv. Damage to the Awning to the amount not exceeding \$1500.00;
- xxvi. Damage to the roof top tent/pod or luton peak.

These protection options **do not** cover **Loss or Damage** to the **Vehicle** as a result of a **Single Vehicle Rollover** unless **You** have purchased the **Single Vehicle Roll Over Option** and it applies.

10 Damage Liability Exclusions

- 10.1 If there is Substantial Breach of this Agreement, You are liable for:
 - (a) all **Loss or Damage** to the **Vehicle**,
 - (b) all third party **Loss or Damage**; and
 - (c) have no entitlement to the benefit of **Value Added Services** and/or **Liability Reduction Options** even if purchased.
- 10.2 Other exclusions of damages include:
 - (a) Property owned by **You** or any friend, relative, associate or passenger;
 - (b) any property in **Your** physical or legal control (including all personal items);
 - (c) Any **Substantial Breaches**; and
 - (d) Not fulfilled **Your** Part B obligations and not provided **Apollo** with all reasonable enquiries to assist in the accident process management.
- 10.3 Other exclusions for which You will be responsible for include but are not limited to:
 - (a) all costs incurred in the event the **Vehicle** runs out of fuel;
 - (b) all costs incurred for recovery, towing and retrieval of the **Vehicle** if it is bogged subject to the limit of **Your Value Added Services** and/or **Liability Reduction Option**;
 - (c) all costs incurred with losing the fuel, oil, water caps, mechanical items and/or kits provided; and
 - (d) any **Loss or Damage** to supplied tool components (jack, wheel brace, spare tyre and other miscellaneous items).

11 Bond Payment Consent

- 11.1 You hereby give Your permission and express consent for Apollo to deduct Your bond from the nominated account which is applicable subject to the T&Cs stated within Part B of this Agreement.
- 11.2 You confirm that by signing this Agreement that You acknowledge Your Financial Obligations (see clause 7).
- 11.3 The Bond is refundable provided all T&Cs are met.
- 11.4 The Vehicle simply needs to be returned on time, full of fuel to the correct location with no damage and no fines.
- 11.5 Credit card refunds including bond refunds can take up to 21 business days depending on Your financial institution.
- 11.6 If there is damage to the Vehicle noted on the Return Date or a fine has occurred, the bond will be charged:
 - (a) In the event that the bond is not sufficient to cover the cost of repairs, additional costs will be charged based on the assessed estimated cost of repair or quoted figure.
 - (b) If the cost of repair is less than the Bond, **Apollo** will refund **You** the balance.

12 Apollo Assist

- 12.1 From time to time, You may experience a situation where there has been an accident, accessories may fail or You experience a mechanical breakdown.
- 12.2 The Vehicle keys will provide Apollo Assist Number 1300 798 212 for you to use in these situations.
- 12.3 It is our intention to get You back on the road with Your holiday as soon as possible, so in the event the cost to fix the Vehicle is less than \$100.00, please authorise the work yourself and Apollo will refund this amount upon receipt of a tax invoice.
- 12.4 If the repair is going to exceed \$100.00 (Inc. GST) You must obtain Apollo's authority before any work is carried out.
- 12.5 Should the matter be of a more serious nature, Apollo will make every attempt to rectify the situation immediately. This will include contacting nearby repairers, mechanics and other necessary suppliers to assist in addressing the issue and direct You to the nearest supplier or Branch when required.
- 12.6 A maximum Roadside Assistance call out fee of \$250.00 (location dependant) is a charge that is incurred in the event where it is established that Roadside Assistance could have been avoided in cases such as keys being locked in the Vehicle, flat batteries caused by lights having been left on and other similar occurrences unless covered by Extended Roadside Assistance.
- 12.7 Failure of accessories such as air-conditioners, water-pumps, shower, toilet, refrigerators, stove or grill must be assessed by a Branch or authorised supplier before any financial compensation or refund is considered unless under \$100 including GST.
- 12.8 If a breakdown is a result of Apollo's actions, refunds associated with accommodation, meals and some out of pocket expenses that would not have been otherwise incurred will be considered. No refunds are provided if breakdown is not as a result of Apollo's actions.
- 12.9 Apollo is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs, mosquitoes, spiders, snails or other pests. If You do not report the issue, You accept that the matter was of a minor nature and You acknowledge that You cannot make claims for loss of time in respect to Your rental period during or post hire.

13 Tyres/Windcreens

Authorisation must be obtained from **Apollo** before tyres or windcreens can be replaced. **You** are responsible for the cost of replacing damaged tyres (blowouts, punctures, sidewall damage etc) with like tyres unless caused by normal wear and tear or the actions of a third party. **You** must maintain the correct tyre pressures as per the **Vehicle** manufacturer's specifications and **You** are responsible for replacing the cost of damaged windcreens and tyres, except where **You** have purchased a **Value Added Service** and/or **Liability Reduction Option** and it applies. **You** must only purchase new steel radial tyres of the same size and ply rating as are fitted to the **Vehicle**. **You** should enquire with the Apollo Assist to verify which is the correct size and ply. If **You** purchase tyres of a different size or ply rating **Apollo** will not reimburse **You** for the purchase cost.

14 Natural Disasters, Weather Conditions

Apollo will make every effort to contact **You** in the event of potential weather disasters, flooding, high winds, hail etc. **Apollo** does advise that **You** keep **Yourself** informed of weather conditions. **Apollo** is not responsible for road closures caused by cyclones, flash floods and natural events. Whilst **Apollo** will make every effort to accommodate delays and non-return of vehicles to the Return Locations, any costs over and above the maximum of \$2,000 including GST fee will be **Your** responsibility.

Apollo reserves the right to restrict Vehicle movements in certain areas, including but not limited to adverse road or weather conditions for the purposes of guest safety. This may include any imminent storm warning or other potential weather-related threats.

15 Vehicle Cleaning

- 15.1 Vehicles must be returned in a reasonable state of cleanliness, completely free of mud, rubbish and pet hair. The toilet and water tank must be returned empty.
- 15.2 Smoking is strictly prohibited in or within 5 metres of the Apollo vehicles.
- 15.3 If vehicles are not returned in a satisfactory fashion, fees will apply (below fees include GST).
- 15.4 Cleaning fees will be charged if the vehicle is returned in an unreasonable state of cleanliness up to \$500.00 and/or an additional \$200 fee in the event the vehicle needs pet cleaning. This excludes service animals.
- 15.5 Should the vehicle need deodorising as a result of smoking a \$300 fee will be charged. If the vehicle is returned with any waste or excrement in the toilet cassette a fee of \$200 will be charged.

16 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.

17 Rental Extensions

Should **You** wish to extend the rental period, **You** must obtain authorisation from **Apollo**. Extensions are subject to the availability of the 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. Additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension.

18 Cancellation Fees

There is no refund for late pick up or early return of the Vehicle. **You** acknowledge that **You** are responsible for payment of cancellation fees. Cancellation fees are located on the Apollo website www.apollocamper.com (conditions).

19 Change of Vehicle or Voluntary Vehicle Downgrade

- 19.1 Acting reasonably, Apollo may be required to substitute an alternative Vehicle for the Vehicle booked in the event of unforeseen circumstances such as accidents or other losses.
- 19.2 Apollo will take every effort to advise You once it becomes known that such an event has occurred prior to pick up.

- 19.3 If Apollo has no prior opportunity to provide You with notification, and if in the event that a substitute vehicle is needed, You will be provided with a vehicle similar to that of what You have booked or what is available at time of pick up.
- 19.4 There will be no additional cost for a vehicle upgrade, however a downgraded vehicle type may result in a partial refund.
- 19.5 The substitution of an alternate vehicle due to unforeseen circumstances is not a breach of contract and does not result in a refund, however a refund entitlement will be provided by Apollo where there has been a breach of the contract giving rise to the right for a refund or where a right to a refund arises pursuant to the ACL.
- 19.6 If You decide to rent a Vehicle of a lesser class than the one booked You are not entitled to a refund.

20 Adjustments to Rental Charges

All amounts payable to **Apollo** are subject to subsequent verification and adjustment and details of any adjustments will be sent to **You** as soon as practicable. If an amount is due to **Apollo** You give your express consent for **Apollo** to charge **Your** credit card with that amount and if a refund is due to **You** **Apollo** will credit the amount to **Your** credit card within 21 business days or as soon as practicable.

21 Replacement Vehicle following Accident

- 21.1 If a replacement Vehicle is required as a result of an accident:
- (a) **You** are responsible for making **Your** own way to the nearest Apollo Branch or pickup location at **Your** own cost;
 - (b) Apollo may offer **You** the option of paying a "Replacement Vehicle Relocation Fee" to send a driver to deliver the replacement vehicle to **Your** location; and
 - (c) **You must** pay for any costs relating to delivery of a replacement Vehicle as a result of any vehicle accident. This charge applies irrespective of any **Value Added Service** and/or **Liability Reduction Option** taken to the maximum value not exceeding \$5000.00.

22 Seat Belts / Child Restraints

You must comply with all mandatory seat belt laws and **You** acknowledge that any driver or passenger who does not have a seat belt properly adjusted and fastened may be fined by the police. Apollo provides child restraints that meet all regulatory requirements however **Apollo** gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the **Vehicle** and **You** accept full responsibility for the fitting and suitability of any such restraints fitted. Our staff are not authorised to fit a child restraint and any claim leading to personal injury is not an event covered by **Apollo**.

23 Personal Injury

Apollo Vehicles have third party personal injury insurance cover. It is likely that other vehicles involved in an accident also has third party personal injury insurance cover due to Australian laws. Depending on the circumstances of the accident, **You** may be entitled to claim for **Your** personal injury against the third party injury insurer whom is responsible or proven to be negligent for the accident. Third party insurance varies in different States and Territories and Apollo recommends **You** take out **Your** own personal injury travel insurance.

24 Travel Insurance

Apollo strongly recommends that **You** take out **Your** own Personal Travel Insurance.

25 Satellite Safety Beacon and Electronic Tracking

- 25.1 If You are supplied with a Satellite Safety Beacon (SSBs) or Electronic Tracking Systems (GPS), this has been done for the purpose of guest safety. SSBs should only be activated in life threatening emergency situations to alert the rescue authorities. Deliberate misuse will incur all fees and any costs incurred due to the activation of a unit are a matter strictly between You and the rescue authorities.
- 25.2 Apollo may use GPS to enable the location of its Vehicles to be tracked or located. Information from the tracking device may be used:
- (a) to provide police or other authorities in the event that the **Vehicle** is stolen;
 - (b) in the event of an accident or incident relating to the **Vehicle** during the rental period;
 - (c) to identify exact location of the **Vehicle** in the event of an accident or breakdown; (e.g. the local Automobile Association);
 - (d) to locate the Vehicle in the event of an emergency or weather event;
 - (e) for any other purpose allowed under the Australian Privacy Principles or any other law.
- 25.3 By hiring a Vehicle from Apollo, You expressly consent to Apollo using tracking devices on the Vehicle and collecting, using and retaining information from the tracking devices in accordance with Apollo's Privacy Policy (see clause 29).
- 25.4 If You continue to exceed the designated speed limit of the area You are travelling in and have ignored the warnings provided subject to the electronic tracking system Apollo may apply an additional fee of \$300 including GST in all circumstances.

26 Exchange Rate/Currency Fluctuations/Refunds

Transactions under this **Agreement** are conducted in Australian Dollars. Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against **Your** credit card and the amount refunded at the expiration of the Rental Period. Any such variation does not entitle **You** to a refund. Refunds by credit card including bond refunds can take up to 21 business days.

27 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** must pay Apollo any gap in the amount 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 Vehicle for the rental period. T&Cs subject to the hire are based on those provided by Apollo and not the abridged version or summary document of this **Agreement** provided by the Agent. This **Agreement** constitutes the entire **Agreement** between **You** and **Apollo**. Any T&Cs provided by any Travel Agent or Travel wholesaler do not supersede **Apollo** T&Cs.

28 Personal Property Securities Act 2009 (Cth) PPSA - Confidentiality

- 28.1 The *Personal Property Securities Act 2009* (Cth) (PPSA) means any information or documents (including copies) which are in existence or may be entered into in the future, of the kind mentioned in section 275(1) of the PPSA in relation to a security interest in the Vehicle or the proceeds of the Vehicle.
- 28.2 Each party agrees to keep the PPSA information in strict confidence and not disclose that information, except in circumstances required by sections 275(7)(b) or 275(7)(e), provided these sections require such disclosure, the party that is required to disclose the information gives all available notice to the other party to allow that party to legally challenge the required disclosure and takes all available steps (whether required by the other party or not) to maintain such PPSA Information in confidence.
- 28.3 Each party agrees not to authorise the disclosure of any PPSA Information to any third party pursuant to section 275(7)(c) or request information under section 275(7)(d) of the PPSA unless the other party explicitly agrees.

29 Privacy Notice

Apollo values **Your** privacy of personal information. When Apollo collects, uses, discloses or handles personal information, it is managed within the bounds by the Office of the Australian Information Commissioners (**OAIC**) and Australian Privacy Principles (**APPs.**) For a full copy of Apollos Privacy Policy, please download a copy at www.apollocamper.com.au. **Your** information will not be released to anyone other than to which **Apollo** has already identified unless directed by law.

30 Vehicle Illustration Disclaimer

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

31 Entire Agreement

This Agreement is the entire agreement between You and Apollo. Any agreement received by You from Apollo at the time of or subsequent to the time of booking is superseded by this Agreement.

32 Definitions and Meanings

- 32.1 Accident Liability: means Apollo will review an accident that results in loss or damage and where it can be established by Apollo that the third party was entirely at fault, Your Bond may not be required to be paid.
- 32.2 Bond: means the amount that is payable by You and will be used in the event of accident resulting in loss or damage where it can be established by Apollo that You were at fault.
- 32.3 Express Consent: mean you acknowledge and give your permission for Apollo to deduct and debit Your card for payments that are required subject to Rental Costs and Your Financial Obligations subject to Part B.
- 32.4 Financial Obligations: means your financial responsibility to be paid in the event of an accident that gave rise to a circumstance that was a Substantial Breach as defined by the Part B.
- 32.5 Liability Reduction Exclusions: means exclusions from the damage liability reduction option that You have purchased based on certain events, circumstances and substantial breaches that are not covered by this package.
- 32.6 Liability Reduction Option: means the damage liability reduction option that You decided to have purchased for the period of hire pursuant to clause 9.
- 32.7 Loss or Damage: means any loss or damage to the Vehicle, including damage that is caused by theft of the Vehicle or any adverse weather events that requires repair or replacement including assessment fees, towing, recovery and reasonable storage fees.
- 32.8 Loss of Use: means loss of business income that is incurred as a result of loss or damage to the Vehicle while it is being repaired or assessed as a total loss. Can also be referred to as 'consequential loss'.
- 32.9 Overhead Damage: means when any damage has been caused from impact equal to or above the top lining of the front windscreen causing damage to the Vehicle or any other associated third party property or potential consequential loss claims. Is defined as a Substantial Breach unless You have purchased a Liability Reduction Option and it applies
- 32.10 Prohibited Use: mean that restrictions are in place in terms of drivers and travel limitations which are stated in Section 5 and Section 6. Non-compliance with these restrictions is a Substantial Breach of the terms and are excluded from any level of Liability Reduction Option that may have been purchased.
- 32.11 Single Vehicle Roll-Over: means when a vehicle either lands on its side or rooftop or has rolled and landed on its wheels causing any damage' or when two or more wheels leave the road surface regardless; resulting in damage; and where it does not involve another vehicle, animal or object. Is defined as a Substantial Breach unless You have purchased Single Vehicle Roll Over Option and it applies.
- 32.12 Substantial Breach: means failing to observe and apply to the clause stated within this Agreement and to the rental condition of the hire schedule in [Rental Agreement Part A](#). Substantial Breaches is an exclusion to all levels of any Liability Reduction Option that may have been purchased. In the event of a Substantial Breach, there is no indemnity extended to any You or any other third party involved.
- 32.13 Third Party: means another party that was directly involved in the accident that resulted in loss or damage and You provide the name, licence, registration, address, telephone number and name of insurer along with other reasonable requests to assist in any recovery or settlement attempt. Third Party can also refer to a Third Party Insurer, Broker or other Representative.
- 32.14 Travel Restrictions: means restricted areas where vehicles are not permitted to go or mode in which they cannot be driven.
- 32.15 Underbody Damages: means the structure of the underside of the Vehicle which includes but in restricted to the slider (steps), chassis, frames and other main body components.
- 32.16 Value Added Service: means the value added service that You decided to purchase for the period of hire pursuant to clause 9.
- 32.17 Vehicle: means the vehicle identified in [Rental Agreement Part A](#) including all accessories, tools, tyres and equipment as well as any replacement vehicle.
- 32.18 You, Your, Yourself: means any joint renters and any authorised drivers subject to the hire; or person, firm, company renting the Vehicle and includes any and all Joint Renters identified in [Rental Agreement Part A](#).

This executed Agreement represents the Full Contract between **You** and **Apollo** and any previous documents or abridged versions do not form part of the Agreement for your hire. It has been our intention to provide this Agreement to **You** in plain language and if there is anything that **You** do not understand, please do not hesitate to ask.

I have read, understood and agree to the provisions of this Agreement

I have been shown around the **Vehicle** and have all the features demonstrated to me.

I have been shown round the **Vehicle** and agree and accept all damages that have been captured in the Vehicle Condition Report

I have checked the interior and agree and accept that the **Vehicle** is clean and free of any insect infestation.

I have checked the fuel gauge and accept the tank is completely full and I agree to return the **Vehicle** in the same condition.

I have checked and agree that the tyres, including the space are all in a roadworthy condition.

Rental Vehicle Agreement Number: _____

Vehicle Registration Number: _____

Branch person: _____

Date: _____

Name 1:	Name 4:
Signature 1:	Signature 4:
Date:	Date:
Name 2:	Name 5:
Signature 2:	Signature 5:
Date:	Date:
Name 3:	Name 6:
Signature 3:	Signature 6:
Date:	Date: