

# Rental Agreement Terms and Conditions



This is an Agreement between the prospective hirer (**You**) and Go Camper to rent the Vehicle.

## **1 RATES AND CONDITIONS**

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- 1.1 Rates and Conditions quoted in our documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by Go Camper.
- 1.2 Any booking amendments will result in the rate booked being re-calculated at the rate applicable on the date of amendment.
- 1.3 Please note all prices are quoted and payable in Australian dollars (**AU\$**).
- 1.4 Go Camper may use electronic signatures as a means of entry into this Agreement. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under this Agreement.

## **2 RENTAL DURATION**

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- 2.1 Rental days are calculated on a calendar day basis.
- 2.2 When calculating the number of days the Vehicle is rented, the day of pickup is counted as day one of the rental, regardless of pick-up time. The day of the Vehicle's return is counted as the final day of the rental regardless of drop-off time.
- 2.3 Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.
- 2.4 Late pick-up or early return of the Vehicle does not entitle You to any refund of the unused portion of the rental.

## **3 DELIVERY AND RETURN OF THE VEHICLE**

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- 3.1 You acknowledge having received the Vehicle in a clean condition, with a full fuel tank and a full bottle of gas (if applicable).
- 3.2 You must return the Vehicle in a clean condition with a full fuel tank on the return date, time and location set out in the Rental Agreement. Failure to adhere to these requirements will result in additional charges. Should You have the pre-purchase gas option there is no refund for unused gas.
- 3.3 Go Camper reserves the right to charge You a cleaning fee in the amount of AU\$300 if the Vehicle is not returned in a clean condition (at Go Camper's sole discretion acting reasonably). This includes smoking related cleaning, as smoking is not permitted at any time in the Vehicle or animal related cleaning as animals are not permitted in the Vehicle (with the exception of accredited or trained assistance animals).
- 3.4 The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an You will be charged an additional AU\$150 soiling fee.

## **4 LATE DROP-OFFS**

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- 4.1 If You wish to drop-off the Vehicle to The Go Camper Depot after business hours, You must first get approval from Go Camper by calling 08 9592 3117 or by emailing [admin@gocamper.com.au](mailto:admin@gocamper.com.au) during business hours. You will incur an additional fee of AU\$150 per day (in addition to the daily rate being charged) if You fail to obtain such approval from Go Camper prior to the late drop-off of the Vehicle. This late drop-off fee and the additional rental charges will be charged to Your credit card.
- 4.2 If the late drop-off is approved, a fee of AU\$120 is applicable and You must pay an extra day's Liability Reduction Option charge (if applicable) as You will be held responsible for the Vehicle up until the time that it is checked in by a Go Camper staff member the following day. This late drop-off fee is required to be paid via Your credit card on approval of the late drop-off.

## **5 LATE PICK-UPS**

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If, due to unforeseen circumstances, You wish to collect the Vehicle after business hours, You must first get approval from Go Camper. If the late pick-up is approved, a fee of AU\$150 is payable.

## **6 RENTAL EXTENSION**

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- 6.1 If You wishes to extend the rental whilst on hire, You must first obtain authorisation from Go Camper by calling (08) 9592 3117. This is subject to availability. The extra cost of an extended rental must be paid by You by credit or debit card on confirmation of the rental extension. The daily rental rate for the extension may not reflect the original rate booked.
- 6.2 Failure to obtain an authorisation for a rental extension will result in a late fee of AU\$150 per day in addition to the daily rental rate (plus Liability Reduction Option charges) for each day until the Vehicle is returned. The daily rental rate charged will be based on the Go Camper standard rental rates per Vehicle for the extended rental period. These charges will be applied to Your credit or debit card on a daily basis until the Vehicle is returned.

## **7 ONE-WAY RENTALS**

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- 7.1 Subject to availability, one-way rentals are available between Go Camper branches in Perth (Kwinana Beach), Darwin and Broome.
- 7.2 A One-Way fee of AU\$1,680.00 applies where Vehicle collection originates from Perth (Kwinana Beach) and returns to Broome. Should the hire originate or return to Darwin, the One-Way fee is AU\$2,680.

- 7.3 One-Way fees are additional to any other fees that may apply. The One-Way fee will be charged to Your credit or debit card at the time of booking except in the case of a change in drop-off destination in accordance with clause 6 in which case the One-Way fee will be charged at the time that change is made.

## **8 AUTHORISED DRIVERS AND EXTRA DRIVER FEES**

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### **IMPORTANT NOTICE**

**A breach of clauses 8.1 or 8.2 is a Major Breach of the Agreement. See clause 25 for further details.**

- 8.1 Only You or an Authorised Driver, who each meet all of the requirements of clause 9, can drive the Vehicle.
- 8.2 Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of this Agreement that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.
- 8.3 An extra driver fee applies for each additional driver's licence added to the rental agreement except where Excess reduction option 2 has been purchased.

## **9 AGE AND LICENCE REQUIREMENTS**

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### **IMPORTANT NOTICE**

**A breach of any part of this clause 9 is a Major Breach of the Agreement. See clause 25 for further details.**

- 9.1 You and any Authorised Driver must be at least 21 years of age and have no less than 12 months driving experience, unless Go Camper has agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.
- 9.2 You and any Authorised Driver must also have a current valid licence to drive the Vehicle which is:
- (a) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
  - (b) appropriate for the class of the Vehicle; and
  - (c) not subject to any restriction or condition.
- 9.3 Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle.
- 9.4 The Vehicle must not be driven by You or an Authorised Driver if Your licence or that of the Authorised Driver:
- (a) is cancelled or suspended, including as a result of an accumulation of demerit points; or
  - (b) has been cancelled or suspended, within three (3) years of the date of the Rental Agreement.

## **10 USE OF THE VEHICLE**

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### **IMPORTANT NOTICE**

**A breach of clauses 10.1, 10.2, 10.3, 10.4, 10.5, 10.7, 10.9, or 10.11 is a Major Breach of the Agreement. See clause 25 for further details.**

- 10.1 During the Rental Period You and any Authorised Driver must drive and use the Vehicle in a prudent and cautious manner and a single Vehicle rollover is considered a breach of this condition. A single Vehicle rollover may include, but is not limited to, a Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle in circumstances within Your control. If You have purchased "Liability Reduction Option 2" You will have the cost of damage resulting from an accidental single Vehicle rollover covered, providing there is no Major Breach of this Agreement.
- 10.2 During the Rental Period, You must not allow the Vehicle to be:
- (a) driven by You or an Authorised Driver:
    - (i) at a speed in excess of a speed limit posted by the relevant state or territory authority;
    - (ii) at a speed in excess of 110 kilometres per hour at any time, including where the posted legal speed limit is in excess of 110 kilometres per hour;
    - (iii) at a speed in excess of 90 kilometres per hour at any time, including where the posted legal speed limit is in excess of 90 kilometres per hour (only applies to 4WD Vehicles when driven on recognised unsealed roads);
    - (iv) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
    - (v) on a beach or through flooded areas;
    - (vi) recklessly or dangerously; or
    - (vii) whilst there is Damage to the Vehicle or it is unroadworthy or unsafe.
  - (b) left unoccupied with the ignition key in the Vehicle;
  - (c) submerged in water or brought into contact with salt water; or
  - (d) in a creek or river crossing (applies to 2WD vehicles) or in a creek or river beyond a maximum water depth to bottom of the Vehicle door sill (applies to 4WD vehicles).
- 10.3 You and any Authorised Driver must not:
- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
  - (b) use the Vehicle:
    - (i) for any illegal purpose;

- (ii) to move or carry dangerous, hazardous, biohazardous, infectious, or inflammable, goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
  - (iii) to propel or tow another vehicle, trailer or boat;
  - (iv) to carry or transport illegal drugs or substances;
  - (v) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
  - (vi) in racing, rallies, reliability trials, speed or hill climbing tests, or for testing in preparation thereof; or
  - (vii) in an unsafe or unroadworthy condition; or
- (c) use a mobile phone:
- (i) to make or receive a phone call, perform any audio function or as a navigational device, **unless** the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
  - (ii) to send a text message, video message, email or similar communication **unless** the Vehicle is parked.
- 10.4 You and any Authorised Driver must not:
- (a) damage the Vehicle deliberately, intentionally, maliciously or recklessly or allow anyone else to do so;
  - (b) modify the Vehicle in any way or make any alteration or addition to it and no decals, branding or logos may be applied or removed from the Vehicle;
  - (c) sell, rent, lease or dispose of the Vehicle; or
  - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- 10.5 You and any Authorised Driver must not use the Vehicle to carry:
- (a) passengers for:
    - (i) hire, fare or reward, except under a private pooling arrangement; or
    - (ii) for rideshare or peer to peer purposes;
  - (b) more than the number of passengers for which the Vehicle is licenced; or
  - (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.
- 10.6 You must comply with all mandatory:
- (a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and
  - (b) child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.
- 10.7 You and any Authorised Driver must take reasonable care of the Vehicle by:
- (a) preventing it from being damaged;
  - (b) making sure that it is protected from the weather;
  - (c) properly securing any goods, property or equipment carried in the Vehicle;
  - (d) maintaining the engine and brake oils and coolant level and tyre pressures;
  - (e) using the correct fuel type; and
  - (f) making sure it is not overloaded.
- 10.8 You must not:
- (a) use the Vehicle for transporting any pets or animals, with the exception of accredited or trained assistance animals, **unless** specifically approved by Us;
  - (b) smoke in the Vehicle (including the use of e-cigarettes) and You **must** take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age; or
  - (c) use the Vehicle to move infectious, biohazardous or biomedical waste, **unless** specifically approved by Us.
- Additional cleaning, disinfection and deodorising charges of A\$300 will apply.
- 10.9 Driving the Vehicle on certain roads in Australia is both difficult and dangerous. To protect Your safety, Go Camper limits the roads You can travel on. Road restrictions apply as follows:
- (a) If the Vehicle is a 2WD Vehicle:
    - (i) it must not be driven or used on any unsealed road (being a road not sealed with a hard material such as tar, bitumen, or concrete) with the only exception of reasonable use of access roads limited to a maximum of ten kilometres in length to recognised commercial campgrounds and major tourist attractions; or
    - (ii) Off Road,

and You are responsible for all damage caused by travelling or driving the Vehicle on unsealed roads, as defined above in clause 10.9(a)(i), or Off Road.
  - (b) If the Vehicle is a 4WD it can be driven on recognised unsealed roads but it must not be driven Off Road.
  - (c) 4WD Vehicles may only travel to the following areas with the written permission of Go Camper: Simpson Desert, Strzelecki Track, Gunbarrel Highway, Cape York, the Bungle Bungles, Oodnadatta Track, Birdsville Track, Tanami Track, the Plenty Highway, Gibb River Road, Burke Development Road from Chillagoe to Normanton, Savannah Way

from Normanton to Borroloola, Finke Road (between Alice Springs and Oodnadatta), Central Arnhem Road, Arnhem Land in general and Chambers Pillar;

- (d) Vehicles are prohibited from travelling on or being driven on the Canning Stock Route, the Old Gunbarrel Hwy, the Lost City in Litchfield Park, the Old Telegraph Track section of the road to Cape York, Boggy Hole (Finke Gorge National Park), Ghan Heritage Road (from Titjikala to Finke) and Fraser Island at any time; and
- (e) travel to Cape York is prohibited:
  - (i) for all 2WD Vehicles; and
  - (ii) for 4WD Vehicles, between the months of December to May.

10.10 We value your well-being, and for safety purposes, Go Camper reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to:

- (a) adverse road or weather conditions;
- (b) the distance to nominated destinations in relation to the length of the hire period; and
- (c) any concerns Go Camper, its employees or agents may have regarding driver experience or ability.

Go Camper will advise You on pick-up of any travel restrictions known at that time.

10.11 You must inform Us immediately if:

- (a) a warning light or fault message appears;
- (b) You see or become aware of low engine or brake oils, or engine coolant levels; or
- (c) the Vehicle develops any fault during the Rental Period.

If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

## **11 MAINTENANCE AND REPAIRS**

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11.1 Go Camper will reimburse You for expenditure up to AU\$100 reasonably incurred in rectifying any mechanical failure to the Vehicle. For repairs costing over AU\$100, Go Camper must be informed and confirm the repair in advance. Repairs will be approved and reimbursement for expenditure will be made (where applicable), provided You were not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

11.2 Unless You have taken the 2WD Liability Reduction Option 2, You must pay for the cost of repairing or replacing tyres damaged during the Rental Period except if the tyre is defective and is returned by You to Go Camper for inspection and is subject to a warranty claim on the manufacturer.

## **12 ON-ROAD ASSISTANCE**

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12.1 Go Camper provides 24 hour on-road assistance support. If You require assistance please contact Go Camper support by calling the number provided in the help file of your Vehicle.

12.2 Any problems associated with the Vehicle including equipment failure, must be reported to Go Camper within 24 hours of the Customer becoming aware of the problem in order to give Go Camper the opportunity to rectify the problem during the rental. A failure to do so may impact any claims for compensation.

12.3 Nothing in this clause is intended to affect Your rights, or limit or exclude Go Campers liability, under the Competition and Consumer Act 2010 (Cth) or the Australia Consumer Law

12.4 The on-road assistance will cover, free of charge, any technical malfunction of the Vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the Rental Period and for which a claim is not excluded in accordance with clause 12.5 below.

12.5 Claims will be excluded, and You will be charged for any on-road assistance, where the malfunction was caused by Your actions or omissions., This will include any on-road assistance for the following:

- (a) the Vehicle running out of fuel;
- (b) the keys being locked inside the Vehicle or lost;
- (c) flat batteries caused by incorrect usage of the batteries and or incorrect usage of any equipment that requires the batteries to operate; or
- (d) a breakdown caused by wilful neglect.

The charges will comprise, but are not limited to, a call-out fee and the cost of repair (including any replacement parts, if applicable) and must be paid by You to the applicable service provider.

## **13 VEHICLE AVAILABILITY**

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13.1 Vehicles cannot be requested by make or model, only by vehicle category.

13.2 Go Camper will endeavour to supply the vehicle category selected, however should the vehicle booked be unavailable through unforeseen circumstances, Go Camper reserve the right to substitute an alternative vehicle without prior notification. The alternative vehicle shall be as close a substitute for the booked vehicle as possible.

13.3 Should You decide to voluntarily downgrade the vehicle category from that booked, You will not be entitled to a refund.

## **14 TITLE TO VEHICLE**

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14.1 You have no right to, or interest in, the Vehicle other than as a bailee and You must not endeavour to obtain any other right or interest by Yourself or Your nominee and You acknowledge that Go Camper retains title to the Vehicle at all times.

14.2 You acknowledge that:

- (a) this Agreement may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Vehicle;
- (b) We have a Security Interest in the Vehicle and the Vehicle will at all times remain subject to that Security Interest; and
- (c) We may register the Security Interest on the Personal Property Securities Register.

## **15 VEHICLE DAMAGE, DAMAGE COVER AND LIABILITY REDUCTION OPTIONS**

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- 15.1 Standard Damage Cover is included in the Rental Charges.
- 15.2 Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft and Third Party Loss provided that:
- (a) You have fully completed an Incident Report Form with:
    - (i) the name, residential address, contact phone and licence number of any person involved (**Third Party**);
    - (ii) the registration number of all vehicles involved;
    - (iii) an accurate written and diagrammatic description of the Accident and location; and
    - (iv) the names and addresses of all attending police officers and the stations at which they are based;
  - (b) You have taken all necessary steps to assist Us in Our investigation of the Accident or theft claim;
  - (c) there has not been a Major Breach of this Agreement; and
  - (d) the Liability Deposit has been paid.
- 15.3 The Liability Deposit amount is \$7,500 and Your liability for Damage may be reduced by taking out a Liability Reduction Option which incurs an additional charge per day.
- 15.4 If a Liability Reduction Option is not taken:
- (a) You must pay the Liability Deposit to cover the first AU\$7,500 of the cost of any Damage or Third Party Loss (subject to clause 15.7); and
  - (b) You must provide a valid credit or debit card to pay the Liability Deposit and the amount will be debited to Your credit or debit card on the day of Vehicle collection.
- 15.5 The Liability Deposit is fully refundable, provided the Vehicle is returned without Damage.
- 15.6 Refund of the Liability Deposit is not a waiver by Go Camper of Your liability under this Agreement, and Go Camper retains the right to recover monies for Damage notwithstanding the return or refund of the Liability Deposit.
- 15.7 Subject to clause 15.8 if “Liability Reduction Option 1” is taken when the Vehicle is:
- (a) a 2WD You must pay the Liability Deposit to cover the first AU\$2,000 of the costs of any Damage; or
  - (b) a 4WD, You must pay the Liability Deposit to cover the first AU\$2,500 of the costs of any Damage.
- 15.8 Reduction Option 1 does not provide cover for the costs of any Damage attributable to a single Vehicle rollover (as described in clause 10.1).
- 15.9 If the “Liability Reduction Option 2” is taken when the Vehicle is:
- (a) a 2WD You must pay the Liability Deposit to cover the first AU\$250 of the cost of any Damage; or
  - (b) a 4WD, You must pay the Liability Deposit to cover the first AU\$500 of the costs of any Damage.
- 15.10 If You have purchased “Liability reduction option 2” Go Camper will cover the cost of Damage attributable to a single Vehicle rollover (as described in clause 10.1), provided You have not committed a Major Breach that has caused the single Vehicle rollover.
- 15.11 Subject to clause 15.8, where You were at fault but otherwise have not committed a Major Breach of this Agreement, You are responsible for the cost of the Damage up to the amount of the Liability Deposit payable for Your rental at the time the accident report is completed, not at the completion of the Rental Period.
- 15.12 An amount up to the amount of the Liability Deposit (which but for the Damage would otherwise be refundable) will be deducted from the Liability Deposit and Go Camper will provide You with an itemised bill of any amounts deducted.
- 15.13 The Liability Deposit:
- (a) will be refunded to You upon a determination You were not at fault in relation to the damage; or
  - (b) will be deducted by Go Camper in the amount equal to the Damage caused upon a determination by Go Campers that You were at fault in relation to the damage.
- 15.14 Your liability for the cost of any Damage and for payment of the Liability Deposit applies in respect of each claim, not each rental.
- 15.15 In addition to the costs associated with the claim, a processing fee of AU\$65 and associated damage assessment fees will be applicable per claim.

**Important Note:** Go Camper reserves the right to repair all damage incurred during an accident using a preferred Go Camper repairer.  
**GO CAMPER STRONGLY RECOMMENDS OUR CUSTOMERS TAKE “LIABILITY REDUCTION OPTION 2” FOR WORRY FREE TRAVEL**

## **16 DAMAGE COVER EXCLUSIONS**

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- 16.1 Even if You have paid the Damage Excess, there is no Damage Cover, and You and any Authorised Driver are liable for:
- (a) Damage or Third Party Loss arising from:
    - (i) a Major Breach of this Agreement;

- (ii) any deliberate, intentional, malicious or criminal act by You, an Authorised Driver or any person who is acting with Your express or implied consent; or
- (iii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 21 or more than 75 years of age;
- (b) Damage caused by:
  - (i) immersion of the Vehicle in water, including salt water;
  - (ii) use of the incorrect fuel type, including Biofuel which must not be used; or
  - (iii) contamination of the fuel by water or other contaminating substances;
- (c) damage to the tyres or rims of the Vehicle, other than by normal wear and tear;
- (d) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote-control devices;
- (e) any towing and Vehicle recovery costs (up to AU\$7,500) from a 4WD road where permission is required in advance from Go Camper in order to travel (refer to road restrictions in clause 11.3 (c) for a full list of these roads) where the Customer has not purchased 4WD Max Cover
- (f) retrieving or recovering a Vehicle, which may include, but is not limited to a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in any way and/or has been abandoned;
- (g) replacing keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle;
- (h) any Overhead Damage or Underbody Damage, except where a Liability Reduction Option has been purchased;
- (i) any single Vehicle rollover (as described in clause 10.1 ), except where "Liability Reduction Option 2" has been purchased;
- (j) any Damage caused to the Vehicle due to the incorrect use of snow chains;
- (k) fitting accessories (as provided by Go Camper or otherwise) to the Vehicle incorrectly or otherwise in a manner which causes Damage to the Vehicle, the accessories or any other vehicle or property; and
- (l) any Damage caused to the Vehicle by Your pets.

16.2 There is also no Damage Cover for personal property in the custody of or owned by:

- (a) You;
- (b) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;
- (c) any relative, friend or associate of an Authorised Driver; or
- (d) Your employees,

that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to Go Camper.

## 17 CREDIT CARD AUTHORITY

- 17.1 Go Camper shall be entitled to retain and You authorise Go Camper to retain, the details of the credit or debit card provided by the Customer in connection with a rental booking ("Credit Card") in accordance with the Go Camper Privacy Policy and to take any action to recover from the Credit Card the amounts due by the Customer pursuant to this Agreement.
- 17.2 You expressly and irrevocably authorises Go Camper to charge to the Credit Card all amounts payable under this Agreement. By way of summary, these charges include, but are not limited to any costs or fines arising under clause 3 (Delivery and return of the Vehicle), clause 4(Late drop-offs), clause 5 (Late pick-ups), clause 6 (Rental extension), clause 10 (Use of the Vehicle), clause 12 (Onroad assistance), clause 15 (Vehicle Damage), clause 19 (Toll and Traffic Charges), and clause 25 (Major Breach and termination). Go Camper will provide You with an itemised bill of the monies to be deducted by Go Camper from the Credit Card prior to making such deductions
- 17.3 You are invited to contact Go Camper directly if You believe a fee has been charged to Your Credit Card in error. Go Camper will endeavor to resolve any such issue with You as soon as possible.
- 17.4 If You have a complaint in relation to any monies deducted by Go Camper to Your Credit Card under clause 19, You should contact Go Camper by calling 08 9592 3117 or by sending an email to admin@gocamper.com.au
- 17.5 Go Camper takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.
- 17.6 Go Camper will provide You with an itemised bill of the monies to be deducted by Go Camper from the Liability Deposit under clause 17.2 prior to making such deductions.
- 17.7 Go Camper will not charge Your Credit Card without giving You written notice or an opportunity to dispute the charges.

## 18 PROCEDURES IN CASE OF ACCIDENT



### IMPORTANT NOTICE

**A breach of any part of clauses 18.2 or 18.3 is a Major Breach of the Agreement. See clause 25 for further details.**

- 18.1 If You are involved in an Accident whilst on hire, the following procedures must be followed:
- 18.2 **At the Accident scene You must:**

- (a) obtain the names, addresses, contact and license details of any third parties and any witnesses;
- (b) report the accident to police, regardless of estimated damage costs;

- (c) not accept blame or insist the other party is at fault;
- (d) if possible, take as many photos as is reasonable showing:
  - (i) the position of the Vehicles before they are moved for towing or salvage;
  - (ii) the Damage to the Vehicle;
  - (iii) the damage to any third party vehicle or property; and
  - (iv) the general area where the Accident occurred, including any road or traffic signs.

**18.3 Within 24 hours You must:**

- (a) phone Go Camper on (08) 9592 3117 with the accident's details and fully complete an accident report form;
- (b) pay the cost of any Damage to the Vehicle (if applicable, in accordance with clause 15) and any other amount due by them in respect of any Damage arising from an accident, loss, or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.
- (c) if You were at fault, pay Go Camper the daily rental rate for the period the Vehicle is off fleet for accident repairs.

**18.4 Exchange vehicle**

- (a) The availability of an exchange vehicle is not guaranteed and is subject to availability, Your location, accident liability and remaining hire duration. Additional charges may be incurred (see below).
- (b) If an exchange vehicle is required as a result of an accident, You are responsible for making Your own way to the Go Camper Perth (Kwinana Beach) branch or pick-up location at Your own cost.
- (c) You must pay for any costs relating to delivery of an exchange vehicle because of any single Vehicle accident. This charge applies irrespective of the Liability Reduction Option being taken.
- (d) If an exchange vehicle is provided:
  - (i) acting reasonably, any Liability Reduction Option purchased at the commencement of the Rental Period may, at Go Campers discretion (including where it considers the exchange vehicle is at risk of damage), be terminated with effect from the date of provision of the exchange vehicle (and You will not be charged the additional per day charge in respect of the Liability Reduction Option from that date); and
  - (ii) You acknowledge that a new Liability Deposit will be required to be paid for the exchange Vehicle.

**18.5 TIME FRAME FOR SETTLEMENT OF LIABILITY CLAIMS**

- (a) Go Camper shall use best endeavours to ensure that any money due back to You is forwarded as quickly as possible, however third party claims can take months or even years to resolve. Go Camper cannot force the destiny of these claims.
- (b) Go Camper agrees to refund any Liability Deposit as soon as reasonably practicable after receiving final resolution and payment relating to third party claims.
- (c) You agree to provide all reasonable assistance to Go Camper in handling any claim including providing all relevant information and attending Court to give evidence.
- (d) **Important Note:** Under no circumstances should You attempt to start or drive the Vehicle if it has been involved in an accident, damaged by rollover, water submersion or any other means without permission from Go Camper.

**19 TOLLS AND TRAFFIC OFFENCES**

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- 19.1 Go Camper reserves the right to submit a statutory declaration to the issuing authority and/or charge You for any speeding, toll way, parking or other traffic offence.
- 19.2 In addition, Go Camper reserves the right to charge an administration fee of up to AU\$65 for associated administration costs to Your credit or debit card upon receipt of a charge for any speeding, toll way, parking or other traffic offence You have incurred. This fee will be applicable per offence.

**20 RENTAL CHARGES**

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- 20.1 Total charges as set out in your rental agreement are not final. You must pay any shortfall in charges to Go Camper and You will receive a refund for any overcharges made by Go Camper.
- 20.2 Wherever possible, You will be notified of any amendment to charges at the conclusion of rental, and You agree to payment of any such charges at that time.

**21 ADMINISTRATION FEES**

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A surcharge of 3% of the total cost will be levied to cover state government taxes, duties, vehicle registration recovery and administration costs. This fee is included in the daily vehicle rental rate.

**22 PAYMENT OF CHARGES**

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- 22.1 All charges and expenses payable by You under this Agreement are due on demand by Go Camper including any collection costs and reasonable legal fees incurred by Go Camper.
- 22.2 When You comprise more than one person, each person is liable, jointly and severally for your obligations pursuant to this Agreement.
- 22.3 When You have not made a booking directly through Go Camper, Go Camper reserves the right to refuse any rental in the event Go Camper has not received payment for rental charges and expenses that are due and payable by You under this Agreement at the time of pick up.

## **23 CREDIT AND DEBIT CARD PAYMENT**

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- 23.1 Where a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a Customer.
- 23.2 The following credit or debit cards will be accepted: Visa credit or Visa debit card, MasterCard credit or MasterCard debit card. A nonrefundable 1.6% administration fee will apply to all Visa and MasterCard transactions. Credit card administration fees also apply to debited Liability Deposits. Only Your credit or debit card is acceptable to use for supplying the Liability Deposit. The credit card administration fees are subject to change.
- 23.3 Go Camper may process credit or debit card charges pertaining to the rental after the Rental Period in accordance with this Agreement. Credit or debit cards must be valid for 90 days following the end date of the rental.
- 23.4 You acknowledge that all transactions under this Agreement are conducted in Australian dollars. If a refund is due, Go Camper will credit the amount due in full to Your credit or debit card. Go Camper does not accept any liability for credit or debit card fees or bank-imposed fees relating to currency conversion or foreign transactions, which may appear as a variation between the total debited and the total refunded.

## **24 BANK TRANSFERS**

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- 24.1 Bank transfers will not be accepted as payment for rental charges at the time of pick up. These must be received by Go Camper 28 days prior to commencement of rental.
- 24.2 Bank transfers are not acceptable as the Liability Deposit and a valid credit or debit card will need to be provided for the purposes of clauses 15.4, 15.7, 15.9 and 17.

## **25 MAJOR BREACH AND ITS CONSEQUENCES, INCLUDING TERMINATION**

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- 25.1 You and any Authorised Driver commit a Major Breach of this Agreement if there is a breach of any of the following:
- (a) clauses 0, or 8.2 (Authorised Drivers);
  - (b) clause 9 (all sub-clauses)(age and licence requirements);
  - (c) clauses 10.1, 10.2, 10.3, 10.4, 10.5, 10.7, 10.9, or 10.11 (use of the Vehicle) that causes Damage, theft of the Vehicle or Third Party Loss; or
  - (d) clauses 18.2 or 18.3 (Accident reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or
  - (e) clause 27.6 (removal of the Tracking Device).
- 25.2 If You or any Authorised Driver:
- (a) commit a Major Breach of this Agreement; or
  - (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred;
- You and any Authorised Driver:
- (i) have no Damage Cover;
  - (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
  - (iii) are liable for and **must** pay any additional costs or expenses We incur in recovering the Vehicle.
- 25.3 Acting reasonably, if Go Camper receives alerts indicating excessive speed or driving of the Vehicle in a manner that may cause injury or harm to a member of the public or Damage to the Vehicle, We may remotely immobilise the Vehicle.
- 25.4 Go Camper may terminate this Agreement and repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to You, and that You will pay the reasonable costs of repossessing the Vehicle, including towing charges if:
- (a) You have committed a Major Breach of this Agreement;
  - (b) there has been a breach of clause 11.2(b).
  - (c) You have obtained the Vehicle through fraud or misrepresentation;
  - (d) the Vehicle appears to be abandoned;
  - (e) the Vehicle is not returned on the agreed return date or Go Camper reasonably believe that the Vehicle will not be returned on the agreed return date; or
  - (f) Go Camper considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.
- 25.5 You understand that in the event of such termination or repossession, You have no right to a refund of any part of the rental charges.

## **26 CANCELLATIONS AND AMENDMENTS**

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- 26.1 Go Camper reserves the right to charge You an administration fee of AUD\$65.00 for all amendments after a booking deposit has been paid or a confirmation has been issued.
- 26.2 Booking amendments may result in the rate booked being re-calculated at the rate applicable on the date of amendment.
- 26.3 An amendment of the booking dates or Vehicle Type after a booking has been confirmed may be treated as a cancellation and the appropriate fees will apply.



- 26.4 Cancellations must be notified by email to Go Camper at [admin@gocamper.com.au](mailto:admin@gocamper.com.au) and are not effective until acknowledged by Us;
- 26.5 The following cancellation fees apply to any booking cancellation after confirmation of booking or payment of deposit:
- (a) if cancelled up to 61 days prior to pick up:  
\$100 Fee will apply;
  - (b) if cancelled from 60 to 31 days prior to pick up:  
\$350 Fee will apply;
  - (c) if cancelled from 30 to 8 days prior to pick up:  
20% of Gross Rental;
  - (d) if cancelled 7 to 1 days prior to pick up:  
50% of Gross Rental; and
  - (e) if cancelled on day of pick up or No Show:  
100% of Gross Rental.
  - (f) If the Vehicle is returned early: No refund available.
  - (g) The Cancellation fee period is based on Australian Western Standard time
- 26.6 In the case of:
- (a) postponing the travel dates of your booking and then subsequently cancelling, the original travel dates will be used to calculate the cancellation fees; and
  - (b) bringing forward the travel dates of your booking and then subsequently cancelling, the new travel dates will be used to calculate the cancellation fees.
- 26.7 Late pick-up or early return of the Vehicle does not entitle You to any refund of the unused days of the rental.
- 26.8 If Go Camper is unable to provide services because of the circumstances beyond its control for a rental where cancellation fees would apply or for a rental which has already commenced, then Go Camper will provide You with a credit for the value of the non-refundable part of any unused hire charges and fees. Go Camper may deduct a reasonable service fee from the credit amount to cover administration costs or vehicle recovery costs. Credits will be valid for 12 months from the date on which Go Camper advises that it cannot fulfil the rental as originally booked (or in certain circumstances as extension may be separately agreed with Go Camper).
- 26.9 The following examples of circumstances that may be beyond Go Campers control for the purpose of this clause: a weather event, natural disaster (including earthquake, tsunami, volcanic eruption or wild fire), public health event (including epidemic / pandemic), strike, terrorist act, governmental, regional or local authority restrictions, change in law.

## 27 PERSONAL INFORMATION AND USE OF A TRACKING DEVICE

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### IMPORTANT NOTICE

**A breach of clause 27.6 is a Major Breach of the Agreement. See clause 25 for further details.**

- 27.1 Go Camper is committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- 27.2 When Go Camper collects Your personal information, We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
- 27.3 We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.
- 27.4 To maintain and protect the Vehicle We may fit a Tracking Device to the Vehicle to enable Us to monitor the condition, performance and operation of the Vehicle and to track the Vehicle's movements.
- 27.5 Information from the Tracking Device may be used during and after the Rental Period. When You sign the Rental Agreement, You are authorising Us and consenting to the use of the Tracking Device.
- 27.6 You must not tamper with the Tracking Device or remove it from the Vehicle.

## 28 CUSTOMER WARRANTIES

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You warrant that all information supplied by You to Go Camper in connection with this Agreement is true.

## 29 DEFINITIONS

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**Accident** means an unintended, unexpected and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) single Vehicle rollovers (see clause 10.1); and
- (c) theft, fire, vandalism, break-ins;
- (d) weather events, including hail Damage,

that results in Damage or Third Party Loss.

**Agreement** means the Rental Agreement and these Terms and Conditions.

**Authorised Driver** means any driver of the Vehicle who is approved by Go Camper and who is recorded on the Rental Agreement prior to the start of the Rental Period.

**Damage** means:

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, however caused, that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use,

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is **not** fair wear and tear.

**Damage Cover** means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 15, subject to the Damage Cover Exclusions in clause 16.

**Go Camper, We** means Lillen Tourism Co Pty Ltd ATF Lillen Tourism Trust trading as Go Camper ABN 83 116 404 482.

**Liability** means the amount You are liable for under this Agreement in respect of the Vehicle and Your Use of the Vehicle.

**Liability Deposit'** means the deposit paid by You to Go Camper on the day You collect the Vehicle from Go Camper which will be used to reimburse Go Camper for the cost of any Damage caused by You to the Vehicle under the terms of this Agreement.

**Liability Reduction Option** means the liability reduction options described in clauses 15.7 and 15.9.

**Major Breach** means a breach of any of the clauses described in clause 25.

**Off Road** means an area, surface or terrain that is not a sealed or unsealed road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

**Overhead Damage** means:

- (a) Damage to the Vehicle; or
- (b) Third Party Loss,

caused by:

- (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- (ii) objects being placed on the roof of the Vehicle; or
- (iii) You or any person standing or sitting on the roof of the Vehicle.

**Rental Period** means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in Your possession or control.

**Restricted Road** means each of the roads and areas described in clause 10.9.

**Tracking Device** means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed, braking and fuel levels.

**Underbody Damage** means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

**Vehicle** means the Vehicle described in the Rental Agreement and includes its parts, tools, components, accessories, keys, keyless start or remote-control device, audio equipment, GPS Tracking Device, child restraints, tools, spare tyre and first aid kit (if fitted) camping utensils, and all other equipment, documents, or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

**You, Your** means the person or persons nominated as the hirer and any person whose credit or debit card is presented for payment of Your charges.