

REDSANDS

CAMPERS

RedSands Campers

**Terms & Conditions for the Rental of 4WD vehicles
with camping equipment.**

Valid 1st April 2018

1. **Introduction**

- 1.1 These are the terms and conditions that apply to and form part of your Rental Agreement with RedSands Campers.
- 1.2 You should make all relevant enquires to determine what insurance may be required by you in connection with these terms and conditions and the Rental Agreement, your use of the Vehicle and your travel arrangements generally. Although compulsory third party motor vehicle insurance may cover certain claims made against you for personal injury caused by you or your use of the Vehicle, RedSands Campers recommends that you seek professional advice on the most appropriate choice of insurance for you. This includes, for example, appropriate travel insurance, vehicle insurance, health insurance, accident, emergency and hospital insurance.

2. **Definitions**

Damage means any expense, cost or liability incurred by RedSands in respect of:

- a. the loss of, or damage to, the Vehicle, including, the cost of repairing the Vehicle (or, if in RedSands' reasonable opinion, the damage is irreparable or uneconomic; the replacement cost of the Vehicle), demurrage, administrative, appraisal, storage and recovery costs; and
- b. any claim or demand of any third party made in respect of the Vehicle or the loss of, or damage to any other vehicle or property caused by the Vehicle or resulting from its use,

but does not include any indirect, special or consequential loss.

GST has the meaning used in the *A New Tax System (Goods and Services Tax) Act 1999*.

"Public Holiday" means a day that is a public holiday at the location where the Vehicle must be collected or returned, as specified in the Rental Agreement.

RedSands/RedSands Campers means RedSands Campers Pty Ltd ACN 609 480 177.

Rental Agreement comprises the document titled "Rental Agreement" and these terms and conditions.

Rental Period means the hire period or any extension or variation to that period during which the Vehicle is in your possession or control.

Vehicle means the four-wheel drive vehicle the subject of the Rental Agreement and includes all tools, accessories, Vehicle modifications (whether standard or non-standard) and camping equipment.

You/you means the hirer of the Vehicle and each person noted as a driver on the Rental Agreement.

3. **Rental duration**

- 3.1 The usual minimum Rental Period for the Vehicle is seven days ("**Minimum Rental Period**") however in some circumstances this may be varied as determined by RedSands and advised to you upon application, at RedSands absolute discretion.
- 3.2 Minimum Rental Periods are subject to approval and, if approved, will be communicated to you prior to a booking confirmation being provided.
- 3.3 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is rented, the day of pick up is counted as day one of the Rental Period, regardless of pick up time. The day of the Vehicle's return is counted as the final day of the Rental Period regardless of the return time. Vehicles must be returned by 4.00pm on the final day of hire if the return day is a weekday, or by the

time specified in the Rental Agreement if the return day is a Saturday, Sunday or Public Holiday.

3.4 Late pick up or early return of the Vehicle does not entitle you to any refund of the unused portion of the Rental Period.

4. **Payment and hire fee rates**

- 4.1 Advertised rates may be subject to change but all rates applicable to your hire will be confirmed at the time of booking. Full payment of the estimated total daily hire rate is due 55 days prior to hire.
- 4.2 If you wish to amend the booking prior to collection of the Vehicle, please contact RedSands for approval. If changes are approved rate re-calculations may apply.
- 4.3 The daily hire rates, bond and all fees and charges set out in the Rental Agreement are in Australian dollars, inclusive of GST and are payable in Australian dollars. Any refunds due to you under the Rental Agreement will be refunded to you in Australian dollars.

5. **Security Bond**

- 5.1 If you have purchased 4WD Wander Far Coverage, a credit card authorisation for the bond amount relevant to the chosen option of cover outlined in clause 15 of these terms and conditions will be taken by RedSands at the time of entering into the Rental Agreement. The credit card used must be in your name, as hirer, or in the name of an additional driver listed in the Rental Agreement.
- 5.2 If you have not purchased 4WD Wander Far Coverage, a bond of \$8,000 will be collected at the time of entering into the Rental Agreement. Payment of the bond must be made by credit card upon pick up of the vehicle or to RedSands Campers bank account no less than five days prior to the commencement of the Rental Period. Debit cards cannot be used for payment of the bond. The credit card used must be in your name, as hirer, or in the name of an additional driver listed in the Rental Agreement.
- 5.3 Only MasterCard, American Express and Visa cards are accepted. An administration fee of 2% applies to credit cards and this fee is refundable, providing the Vehicle is returned without Damage.
- 5.4 In the event there has been no Damage and subject to any other deductions as set out in clause 5.5 of these terms and conditions, the bond will be refunded, or credit card authorisation released, no later than 21 days after the Vehicle is returned. Clause 14 applies in the event Damage has occurred. Refund of, or release of credit card authorisation (where applicable) for, the bond is not a waiver by RedSands of your liability under the Rental Agreement and RedSands retains the right to recover monies for Damages.
- 5.5 You authorise RedSands to deduct from the bond all amounts payable under the Rental Agreement. By way of summary, these charges include, but are not limited to, any costs or fines arising under clause 6 (Collection and return of the Vehicle), clause 8 (Late Vehicle return), clause 9 (Rental extensions), clause 13 (Maintenance and repairs), clause 14 (Liability for Vehicle Damage), clause 21 (Traffic offences & tolls), and clause 22 (Termination of the Rental Agreement). RedSands will provide you with an itemised invoice of monies to be deducted from the bond.
- 5.6 As all transactions under the Rental Agreement are conducted in Australian dollars. Due to exchange rate fluctuations and bank fees, there may be a variance between the amount initially debited against your credit card and the amount refunded. RedSands accepts no liability for any such variation or difference and you accept all exchange rate fluctuation risks.
- 5.7 If you cancel your credit card for any reason during the term of the Rental Agreement or during the Rental Period,

including to avoid payment for any Damage or any costs associated with your use of the Vehicle, that conduct will be regarded as a material breach by you of these terms and conditions.

liable for any other costs and losses incurred by you however arising.

6. Collection and return of vehicle

6.1 Vehicles must be collected and returned at the time and date specified in the Rental Agreement. Vehicles collected or returned outside of these hours, on a gazetted public holiday or on a weekend may incur an additional fee of \$150.

6.2 RedSands will deliver the Vehicle to you in a clean condition, with a full fuel tank.

6.3 You will return the Vehicle in a clean condition with a full fuel tank on the return date, at the return time and to the location set out in the Rental Agreement. Where you do not return the Vehicle with a full fuel tank, you will be charged a re-fuelling fee of \$2 per litre to re-fuel the Vehicle.

6.4 RedSands reserves the right to charge you a cleaning fee of up to \$250 if RedSands in its absolute discretion determines that the Vehicle has not been returned in a clean condition. This includes but is not limited to smoking related cleaning or animal related cleaning.

7. Change of vehicle return location, time or date

7.1 Subject to clauses 8 and 9 of these terms and conditions, prior approval must be obtained from RedSands if you wish to change the return location, return time or return date of the Vehicle specified in the Rental Agreement. A change in return location may result in an additional charge of up to \$1,000 as notified by RedSands to you. Payment of all additional fees and rates applicable to any changes requested by you must be received by RedSands before RedSands will authorise any change to the return location, return time or return date.

8. Late vehicle return

8.1 If the Vehicle is not returned by the time and date set out in the Rental Agreement, you will be liable to pay a late return charge of two times the daily rate for each day or part day that the Vehicle is not returned plus the daily 4WD Wander Far Coverage payment, if applicable.

8.2 You will continue to be responsible for the Vehicle until it is returned to RedSands and checked in by a RedSands' staff member.

9. Rental extensions

9.1 RedSands' approval is required, subject to availability, if you wish to extend the Vehicle rental whilst on hire. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension.

9.2 Failure to obtain approval for a rental extension will result in a late return charge as set out in clause 8 of these terms and conditions.

10. Vehicle Substitution

10.1 RedSands will endeavour to supply the Vehicle that was confirmed at the time of booking. If due to unforeseen circumstances the Vehicle is not available, RedSands will find a suitable replacement vehicle. RedSands will determine what, if any, refund is due if vehicle substitution is required.

10.2 If RedSands is not able to find a suitable vehicle RedSands will fully refund all payments made by you. RedSands is not

11. Driver's Licence and age restrictions

11.1 A current, full, non-probationary, motor vehicle driver's licence is required for all drivers. If a driver's licence is not in English, then an international driver's licence is required. The driver's licence must be valid for the length of the Rental Period. The original licence must be presented at the time of collection of the Vehicle when each driver is present.

11.2 All drivers must be 25 years of age or older and be noted as a driver in the Rental Agreement.

11.3 The Vehicle must not be driven by any person other than those persons noted on the Rental Agreement as drivers.

12. Use of the Vehicle & Restrictions on Vehicle Use

12.1 You agree that you will not allow the Vehicle to be:

- (a) driven otherwise than in a prudent and cautious manner;
- (b) driven in manner that would be dangerous or reckless;
- (c) driven in a manner that may cause damage to the Vehicle including to the Vehicle's engine or transmission;
- (d) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- (e) driven at a speed in excess of the relevant State or Territory speed limit;
- (f) driven in breach of road signs, road traffic laws or the directions of local authorities;
- (g) driven in contravention of clause 11;
- (h) left unlocked or left unattended while unlocked;
- (i) left with the ignition key in the Vehicle while it is unoccupied;
- (j) damaged during any retrieval or recovery of the Vehicle including as a result of the Vehicle becoming bogged, submerged, caught, trapped, stuck or restricted in any way;
- (k) Damaged by:
 - (i) Submersion in water;
 - (ii) Contact with salt water;
 - (iii) Being in contact with, or driven on, salt lakes or salt flats;
 - (iv) Driving through flooded areas;
 - (v) Beach driving;
 - (vi) your failure to observe any warning indicators that may appear in the Vehicle or to contact RedSands in relation to any warning indicators;
 - (vii) you attaching or installing your own equipment to the Vehicle;
- (l) used for any illegal purpose or in any race, rally or contest;
- (m) used to tow any vehicle or trailer;

- (n) used to carry passengers or property for hire or reward;
 - (o) used to carry more persons than is permitted by law or detailed in the Vehicle manual or on the Vehicle or specified in the Rental Agreement;
 - (p) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;
 - (q) used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental; or
 - (r) used to carry animals in the Vehicle, excluding registered disability dogs.
- 12.2 You must inform yourself of, and comply with, all laws applicable to your use of the Vehicle and your obligations contained in these terms and conditions. Without limiting clause 12.1 of these terms and conditions, You must also ensure that the Vehicle is not driven:
- (a) above a maximum speed of 80 kilometres per hour on any gravel, dirt or other unsealed road;
 - (b) below the high tide mark of any beach or other body of water;
 - (c) on any unformed track;
 - (d) along the Canning Stock Route;
 - (e) on Fraser Island;
 - (f) along the Old Telegraph Track section of Cape York; or
 - (g) across Yardie Creek in Cape Range National Park.
- 12.3 In addition to the restrictions contained in clause 12.2, RedSands may need to further restrict vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the Rental Period. RedSands will contact you to notify you of any additional restrictions that RedSands may deem necessary pursuant to this clause 12.3 and you agree to comply with those additional restrictions.
- 12.4 You acknowledge that the Vehicle is fitted with a tracking device for your safety and fleet management purposes and that data logged or collected by the tracking device may be used by RedSands to evidence any breaches by you of this clause 12 or clause 21 of these terms and conditions. All information collected under this clause 12.4 will be in accordance with our Privacy Policy which can be viewed on our website.
- 12.5 Smoking is strictly prohibited inside the Vehicle.
- 12.6 Without limiting clause 12.7 of these terms and conditions, if RedSands, at its absolute discretion:
- (a) determines that you have been driving at a speed that exceeds either the speed limit or the appropriate speed for the road conditions; or
 - (b) determines that you have failed to comply with the restrictions on your use of the Vehicle as outlined in this clause 12.,
- RedSands may require a safety check of the Vehicle (“**Safety Check**”) and you will be charged a fee of \$275 for the safety check (“**Safety Check Fee**”).
- 12.7 You agree that you will be liable for any Damage reported as a result of the Safety Check plus a fee equal to 200% of the daily rate specified in the Rental Agreement for each day from the day following the Rental Period until the Vehicle has undergone sufficient repairs to rectify the Damage. Any Damage reported as a result of the Safety Check carried out
- under clause 12 of these terms and conditions is excluded from any purchased 4WD Wander Far Coverage.
- 12.8 If your use of the Vehicle requires child car restraints to be fitted to the Vehicle, it is your responsibility to arrange for suitably qualified and accredited child restraint specialists to:
- (a) advise on the most appropriate child car restraint to be used in the Vehicle; and
 - (b) install the child car restraint in the Vehicle.
- You agree that RedSands does not offer child car restraint advice and does not install child car restraints. You agree that this is your sole responsibility.
13. **Maintenance and Repairs**
- 13.1 During the Rental Period, you must take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and you must contact RedSands immediately should any vehicle warning lights indicate any potential malfunction.
- 13.2 Emergency repairs of up to \$100 may be carried out without authorisation and will be reimbursed by RedSands on presentation of the receipt, unless the damage was caused by you. For amounts over \$100, RedSands must be informed in advance. All vehicles have 24 hour emergency roadside assistance with RAC WA and its interstate affiliates.
- 13.3 Unless you have 4WD Wander Far Coverage, you will 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 RedSands for inspection and is subject to a warranty claim on the manufacturer.
- 13.4 All tyres replaced by you on the Vehicle must be Bridgestone AT Dueler size 265/65/17 (“**Compliant Tyres**”). For safety reasons, you must not use other types of tyres on the Vehicle (“**Non-Compliant Tyres**”). You also acknowledge that you will not be reimbursed for any purchase of Non-Compliant Tyres. If you have purchased 4WD Wander Far Coverage, you must ensure that any tyres replaced by you are Compliant Tyres as you will only be reimbursed for tyre purchases of Compliant Tyres.
14. **Liability for Vehicle Damage**
- 14.1 The Vehicle is insured for third party Vehicle and property damage. You must pay the first \$8,000 or, if purchased, the reduced amount of bond applicable to the chosen option of 4WD Wander Far Coverage outlined in clause 15, for the cost of any Damage incurred while the Vehicle is in your possession.
- 14.2 You will be responsible for the cost of all Damage to the Vehicle, and the 4WD Wander Far Coverage (if taken) will be **void**, if:
- (a) you use the Vehicle in contravention of clause 12 of these terms and conditions, and that contravention is the cause of, or contributes to, the relevant Damage; or
 - (b) the Damage is covered by any of the exclusions set out in clause 16 of these terms and conditions.
- If the estimated cost of the Damage to the Vehicle (or to any other vehicle or property) is likely to exceed the bond amount, RedSands will immediately charge your credit card for the difference to cover the estimated cost of the Damage. In the event the actual cost of Damage is less than the initial estimate, RedSands will promptly refund the difference to your credit card. Alternatively, if the actual cost of Damage exceeds the initial estimate,

- RedSands will charge your credit card with the difference to cover the cost of the Damage.
- 14.3 The bond will:
- (a) be refunded to you upon a determination by the relevant insurance company that you were not at fault in relation to the Damage, or
 - (b) be deducted by RedSands in the amount equal to the Damage caused by you upon a determination by RedSands' insurance company that you were at fault in relation to the damage.
- 14.4 You agree to provide all reasonable assistance to RedSands in handling any claim including providing all relevant information and attending any Court to give evidence.
- 14.5 The liability of a driver for causing personal injuries resulting from the use of the Vehicle is covered by statutory compensation schemes in each State and Territory.
15. **4WD Wander Far Coverage**
- 15.1 By purchasing 4WD Wander Far Coverage, you have the option to reduce your bond and your liability for certain types of Damage outlined in clause 15.2 (other than Damage arising out of, or incurred in connection with, any Vehicle overhead or underbody damage, or single vehicle accident or for any Damage which voids your 4WD Wander Far Coverage (refer to clause 14.2 of these terms and conditions)). The following 4WD Wander Far Coverage options are available to you:
- (a) **Option 1:** Reducing the bond to \$2,500 for an additional charge of \$45 per day (capped at \$2,250 for a rental period in excess of 50 days); or
 - (b) **Option 2:** Reducing the bond to \$750 for an additional charge of \$60 per day (capped at \$3,000 for a rental period in excess of 50 days).
- 15.2 The 4WD Wander Far Coverage inclusions are outlined below:
- (a) **Option 1:** includes one windscreen replacement, one tyre replacement, and Vehicle retrieval and recovery costs up to \$5000; or
 - (b) **Option 2:** includes unlimited windscreen replacement, two tyre replacements, and Vehicle retrieval and recovery costs up to \$5000.
16. **Exclusions**
- 16.1 Without limiting any other clause of these terms and conditions, you agree and acknowledge that, irrespective of whether you have 4WD Wander Far Coverage, you are also responsible for all Damage arising out of, or incurred in connection with:
- (a) any loss or damage to your personal belongings or property (or any person or entity related to you or any passenger in the Vehicle);
 - (b) replacing keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle;
 - (c) damage to the awning and the roof top tent;
 - (d) damage to the tyre rims;
 - (e) damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in Vehicle manual;
 - (f) damage caused by drivers not identified on the Rental Agreement;
 - (g) damage caused to the Vehicle due to the use of snow chains;
 - (h) damage associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio- Diesel which should not be used, or water or other contamination of fuel;
 - (i) damage associated with contaminating the water tank with fuel;
 - (j) damage to the interior of the Vehicle regardless of cause except when there is a collision with another vehicle;
 - (k) damage to the Vehicle by loading or unloading, normal wear and tear excepted;
 - (l) damage caused to the Vehicle by your wilful or reckless misconduct;
 - (m) damage caused by sitting or standing on the bonnet or roof of the vehicle; and
 - (n) 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.
- 16.2 You acknowledge that you are not entitled to any claims for compensation or reimbursement for any loss or damage suffered or incurred by you including for any travel or accommodation expenses, loss of right to use or rental days-in-lieu if, during your Rental Period, repairs are required to the Vehicle as a result of Damage caused, contributed or incurred by you.
- 16.3 You acknowledge that if you have not purchased 4WD Wander Far Coverage you will be additionally responsible for all Damage arising out of, or incurred in connection with:
- (a) a single vehicle accident;
 - (b) tyre damage, other than normal wear and tear; and
 - (c) windscreen damage.
17. **In the case of an accident**
- 17.1 If you are involved in a motor vehicle accident, the following procedures should be followed:
- (a) obtain the names and addresses of the other drivers and any witnesses including vehicle registration details and make and model;
 - (b) report the accident to police, regardless of the estimated cost of damage;
 - (c) do not accept blame or insist the other party is at fault;
 - (d) if possible, photograph damage to all vehicles; and
 - (e) report the accident to RedSands within 24 hours.

- 17.2 An exchange vehicle is not guaranteed, it is subject to availability, your location and remaining hire duration.
- 17.3 If an exchange vehicle is available, you are responsible for making your own way to the nearest RedSands' pick-up location at your own cost. A new bond (including the purchase of new 4WD Wander Far Coverage (if applicable)) will be required for the exchange vehicle.
18. **Credit card authority**
- 18.1 RedSands is entitled to retain and you authorise RedSands to retain, the details of the credit card provided by you in connection with the Rental Agreement ("**Credit Card**") in accordance with the RedSands Privacy Policy and to take any action to recover from the Credit Card the amounts due by you under the Rental Agreement.
- 18.2 You expressly and irrevocably authorise RedSands to charge to the Credit Card all amounts payable under the Rental Agreement. By way of summary, these charges include, but are not limited to, any costs or fines arising under clause 6 (Collection and return of the Vehicle), clause 8 (Late Vehicle return), clause 9 (Rental extensions), clause 13 (Maintenance and Repairs), clause 14 (Liability for Vehicle Damage), clause 21 (Traffic offences & tolls), and clause 22 (Termination of the Rental Agreement). RedSands will provide you with an itemised invoice of monies to be deducted by RedSands from your Credit Card.
- 18.3 RedSands may process Credit Card charges relating to the Rental Agreement during and after the Rental Period and you acknowledge and agree that it may take up to 21 days after the Rental Period for these charges to be processed to your Credit Card.
19. **Cancellation charges**
- 19.1 Cancellation fees apply as follows:
- (a) If cancelled 55 days or more prior to pick up there is no fee.
- (b) If cancelled from 35 to 54 days prior to pick up: 30% of the estimated daily hire rate.
- (c) If cancelled 29 to 34 days prior to pick up: 50% of the estimated daily hire rate.
- (d) If cancelled less than 29 days prior to pick up: 90% of the estimated daily hire rate.
- (e) If cancelled on the day of pick up or no show: 100% of the estimated daily hire rate.
20. **Release and Indemnity**
- 20.1 You release RedSands, its employees and agents, from any liability to you (regardless of who is at fault), for any loss or damage incurred by you by reason of the rental, possession or use of the Vehicle.
- 20.2 You indemnify and must keep indemnified, RedSands, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of your use and possession of the Vehicle.
- 20.3 Any indemnity required of you does not operate to indemnify RedSands in respect of any negligent act by RedSands.
- 20.4 Nothing contained in these terms and conditions shall exclude any express or implied conditions, warranties or requirements that cannot be so excluded under the Competition and Consumer Act 2010 (Cth).
21. **Traffic offences & tolls**
- 21.1 Unpaid tolls and infringement notices for traffic and parking offences relating to your rental of the Vehicle may be received by RedSands. In the event an infringement or toll notice is received, RedSands will advise the relevant authority that you were the driver of the Vehicle at the time. The authority will issue the infringement or toll notice to you.
- 21.2 RedSands will charge you a processing fee of \$75 for each infringement and toll notice to reimburse RedSands for the costs incurred in processing the notices.
22. **Termination of the Rental Agreement**
- 22.1 You acknowledge that RedSands may terminate the Rental 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 cost of repossessing the Vehicle, including towing charges if:
- (a) you are in breach of any material term of this Rental Agreement;
- (b) you have obtained the Vehicle through fraud or misrepresentation;
- (c) RedSands reasonably believes, that the safety of the passengers or the condition of the vehicle is endangered;
- (d) the Vehicle is not returned on the agreed return date or RedSands reasonably believes that the vehicle will not be returned on the agreed return date; and, or
- (e) RedSands reasonably believes the Vehicle to be abandoned.
- 22.2 You acknowledge that in the event of such termination or repossession, you have no right to a refund of any part of the hire rates or the bond.
23. **Title to the Vehicle**
- 23.1 RedSands retains title to the Vehicle at all times. You must not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.
24. **Privacy**
- 24.1 RedSands will collect personal information as part of its rental process. Any information collected by RedSands will be handled in accordance with the RedSands' Privacy Policy which you can view on our website. You agree that RedSands may collect, use and disclose your personal information in accordance with the RedSands' Privacy Policy.
25. **Governing Law**
- 25.1 The Rental Agreement is governed by and is to be interpreted in accordance with the laws of Western Australia. Each party agrees to submit to the exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
26. **Entire Agreement**
- 26.1 The Rental Agreement contains the entire agreement between the parties about the subject matter and supersedes all prior representations, statements,

communications, negotiations, arrangements, understandings and agreements, either oral or written, between the Parties with respect to the subject matter of the Rental Agreement.