



# Terms & Conditions of Rental

Revised 03/05/2018

## INTRODUCTION

This is a rental agreement (representing a binding contract) between The trustee for Pallett Trust trading as Boomerang Campers ABN 90 866 939 147 (also referred to in this document as "Boomerang Campers," "Boomerang," "The Company," "We," and "Us") and the person with which this rental agreement is made (also referred to in this document as "You," "Your," "I," "Me," "The Renter," and "Customer") as indicated at the bottom of page five of this document. Your traveling party is also included when referencing to You in this document; therefore, You are also responsible for the actions of Your traveling party.

We are committed to Your satisfaction through providing quality service, quality rental vehicles, and friendly staff. It is our hope that Your experience with Us is excellent. We believe our daily business activities support this endeavour and we welcome any feedback You may have to help Us improve.

Please take some time with Your traveling party to examine this document and understand the responsibilities both Boomerang Campers and You agree to as a result of signing it.

## DISCLAIMERS

### ***RIGHT TO REFUSE SERVICE***

We reserve the right to refuse service to anyone at our discretion and without details or reasons.

### ***CURRENCY VARIATIONS***

All credit card transactions (including charges and refunds) are conducted in Australian Dollars (\$AUD). Due to exchange rate fluctuations, there may be some variance in the amount refunded compared to the amount initially deposited.

### ***TRAFFIC INFRINGEMENTS***

We reserve the right to charge You for any traffic violations, parking fines, speeding tickets or road toll fines against the rented vehicle during Your rental period. An additional \$60 processing fee per fine will be incurred by The Renter. If a rented vehicle is confiscated under the Anti-Hoon laws in WA, The Renter is responsible for the costs associated with impounding as well as compensation to Boomerang for any disrupted future bookings as a result of vehicle confiscation and loss of potential income for the duration of the impounding period.

### ***TRANSACTION FEE***

Any credit card related transactions (including payments and bond deposits/returns) are subject to a 1.5% transaction fee in addition to the amount of the payment/refund.

### ***TRAVEL INSURANCE***

We highly recommend The Renter and all accompanying persons take out the highest level of travel insurance available to them.

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Customer Initials: \_\_\_\_\_



### **VEHICLE BREAKDOWN**

In the unfortunate event of a mechanical breakdown, please ring our office immediately (24/7) and We will organise roadside assistance for You and if necessary, accommodation at Boomerang Campers' discretion. If the vehicle is drivable, We may require You to transport it to a designated mechanic of our choice.

If the problem is not within our liability (e.g. battery discharge and tyre problems including punctures, etc.), You will be responsible for all costs involved to correct the issue(s) including assistance fees.

### **MISCELLANEOUS**

Illustrations and text in any of our documentation, brochures or website are subject to change. Variances in the vehicles offered for rent may occur due to substitutions made by Boomerang Campers.

### **VEHICLE SUBSTITUTION**

Should the reserved vehicle be unavailable due to unforeseen circumstances, We reserve the right to substitute a suitable alternative vehicle without prior notification at no extra cost to You. A vehicle substitution shall not constitute a breach of contract and does not entitle You to a refund of any kind.

### **VEHICLE SUBSTITUTION LIMIT OF LIABILITY**

In the event no alternative vehicle is available to You, our liability is limited to a refund of Your deposit or the unused portion of the hire charge. In the case of mechanical failure or accident damage being the circumstance for unavailability (unless The Renter is at fault for said mechanical failure or accident damage), the remainder of the hire period will be refunded.

### **PERSONAL PROPERTY**

Damage to, as a result of, or loss of any personal possessions is the responsibility of The Renter and Boomerang Campers will not be held liable for any costs related to Your personal property.

## **CONDITIONS OF USE**

### **DRIVER'S LICENCE AND MINIMUM / MAXIMUM DRIVER AGE**

A current valid Australia-recognized driver's licence or a current valid international driver's licence is required to operate our vehicles. The licence(s) must be held for a period of 2 years prior to signing this contract and must be valid for the entire duration of the rental period. An original copy of the licence must be presented at the time of pick-up and the driver must be present.

The minimum driver age is 25 years. The maximum driver age is 80 years. Arrangements may be made for drivers between 21 and 24 years of age and drivers over 80 years of age under special circumstances (subject to additional insurance charges).

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### **TRAVEL RESTRICTIONS**

2WD (two-wheel-drive) vehicles and caravans may only be driven on sealed bitumen roads or well-maintained access roads (no more than 500m long and only to recognised camping grounds). 4WD (four-wheel-drive) vehicles are restricted to the same roads as 2WD vehicles with the exception of HEMA recognised 4WD unsealed roads. The Renter must disclose in writing prior to check-out which HEMA recognised 4WD roads they plan to travel. You may not drive faster than 60 km/h on unsealed roads. If You are unsure if You are permitted to drive a Boomerang rental vehicle on a certain road, it is recommended You ask Us. Any recovery and/or liability for rental vehicle(s) bogged down on unsealed 4WD roads is at the cost of The Renter. If You are renting using one of our vehicle relocation promotions, You may only drive on main sealed roads.

Boomerang Camper rental vehicles are NOT permitted at any time to travel on the Canning Stock Route, The Lost City in Litchfield Park, Gunbarrel Highway, The Old Telegraph Road (section to Cape York), Boggy Hole (Finke Gorge National Park), The Old South Road (from Maryvale to Finkea), and the last 2 kilometres of the Lennard River Gorge Road.

Due to regularly changing environmental and weather conditions in rural Australia, Boomerang Campers requires You to disclose the area of use and route of travel for the entire duration of your vehicle hire prior to payment of booking. This requirement is in the interest of protecting the safety of Our customers and Our property. Should the proposed area of use or route be denied travel for any reason by Boomerang, You must not operate the vehicle in the area or route that has been declared off-limits. Failure to comply will result in loss of Bond and full liability for any damages that may result.

### **GPS TRACKING**

Boomerang uses GPS systems to track and monitor the vehicle data including, but not limited to: speed, time, driver behaviour, location and routes of travel. At any time, The Company may, at its sole discretion, prepare a GPS Driver Behaviour Report ("DBR") with respect to the rented vehicle indicating the aforementioned matters in addition to other matters The Company at its discretion considers necessary.

In the event the DBR evidences that while under your care:

- a) the rented vehicle was driven in excess of legal speed limits and/or driven faster than 60 kilometres per hour on unsealed roads or tracks
- b) at the reasonable assessment of The Company, driver behaviour has caused damage and/or excessive wear and tear to the rented vehicle
- c) the rented vehicle has been driven on a road or track which has not been open, safe for passage and/or permitted by Boomerang

You acknowledge that such acts have violated these Terms and Conditions and in violating these Terms, Boomerang is no longer required to refund Your Bond deposit (detailed further in this document). You are fully liable for all damage and/or excessive wear and tear to the vehicle (either seen or unseen) believed to have been caused by acts detailed on the DBR. With respect to this damage and/or excessive wear and tear, you hereby irrevocably authorise The Company, at its sole discretion, to deduct from Your Bond a genuine pre-estimate of the loss that The Company will suffer in relation to this damage and/or excessive wear and tear. This clause (GPS TRACKING) does not limit the rights and/or remedies available to The Company pursuant to these Terms and Conditions, at law or in equity.

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**MISCELLANEOUS**

DO NOT USE GAS FOR HEATING AND ALWAYS TURN OFF GAS WHEN NOT IN USE.

NO SMOKING IN RENTAL VEHICLES AT ANY TIME (PENALTIES APPLY).

FOR POP-TOP RENTALS: ALWAYS CHECK THAT ALL ROOF CLIPS ARE SECURE BEFORE DRIVING.

**PRICING AND BOOKING CHANGE POLICIES**

**RENTAL CHARGES**

Full payment for the vehicle rental *must be provided 14 days in advance of vehicle collection.*

When calculating the number of days a vehicle is rented, the day of pick up 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 period. When a rental period occurs in more than one rate season (different price scheme), the rental rate calculation is based on both rates. GST (Government Stamp Duty) is included in the daily rental rate.

**ONE WAY FEES**

In order to cover vehicle relocation expenses, Boomerang reserves the right to charge fees applicable for any bookings in which You travel one way to or from any of cities below:

Broome	Darwin	Cairns	Sydney	Adelaide	Melbourne	Brisbane
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**RENTAL EXTENSION**

If You wish to extend the rental period at any time, You must first obtain permission from Us. We will provide a quote to You detailing the additional costs involved with an extension. Rental extension is subject to fleet availability. The additional cost must be paid by credit card on the day the extension is confirmed either at the Boomerang office or via phone. Failure to notify Boomerang of extension and/or pay upon confirmation will result in The Renter being charged double the gross daily rate.

**CANCELLATION AND REFUND POLICY**

The following fees will apply to cancelations after confirmation of booking (payment of deposit):

10% of rental cost will be withheld if cancelation occurs at least 30 days prior to pick-up.

50% of rental cost will be withheld if cancellation occurs fewer than 30 days prior to pick-up.

100% of rental cost will be withheld if cancelation occurs on day of pick-up or You fail to show up.

No refunds are available for late pick-ups or early vehicle returns. Extenuating circumstances will always be taken into consideration and exceptions to this policy in favour of the Customer may be made at the discretion of Boomerang staff.

If You are found to be in breach of the terms of this contract during the rental period, You will be required to return the vehicle as soon as possible at Your expense.

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## INSURANCE COVERAGE AND SECURITY BOND

### **PERSONAL INJURY**

Boomerang's vehicles all have third party insurance coverage. It is likely any other vehicle involved in an accident also has third party insurance coverage. In the event of an accident (depending on the circumstances), You may be entitled to claim for personal injury against the third-party insurance of the person responsible for the accident. The scope of the insurance may differ from State to State. Boomerang Campers strongly recommends all passengers obtain their own personal travel insurance.

### **BOND**

For security and liability purposes, a valid credit card must be provided for Boomerang to keep on-file for use in the event of damages in breach of contract exceeding the amount of the Bond. Only a bank transfer (14 days before booking date) or a credit card may be used to provide a Bond. The credit card holder must be present and able to sign for the Bond upon vehicle collection. The credit card holder(s) and driver(s) are jointly and severally liable for any damage to the rental vehicle.

The Bond is returned only after the rented vehicle is returned to the designated return location and full service of vehicle has been completed. You are held liable for the vehicle and these terms and conditions until it has been checked in by Us or our Nominated Agent during office hours. In the event a vehicle is returned outside of office hours, You are responsible for the vehicle until We arrive to inspect the vehicle. The vehicle must be returned with its fuel tank(s) full and all other terms of this document having been complied with in order for the Bond to be returned. Boomerang always conducts a full vehicle service and safety inspection after each rental returns to ensure the safety and satisfaction of its customers. Should damage (cosmetic or mechanical) to the vehicle be present upon return or during post-hire service and inspection, the Bond will be used to cover the cost of repairs up to the amount of The Renter's liability. However, if the terms of this rental contract are breached and the Bond is insufficient to cover the damages, any other costs will apply to You. The Bond covers one accident only. In the event of an accident or uncovered expense, the Bond or additional insurance payment will be collected again for the rental period remaining.

By signing this document, I hereby unconditionally and irrevocably authorise Boomerang Campers to charge the credit card(s) provided for the Bond in order to pay for damage or infringements occurring during the rental period that is fair and reasonable or that properly needs to be paid according to this contract or as a result of any breach or non-performance by Me of the terms of this contract (e.g. damages, vehicle cleaning, equipment replacement, etc.). You as a Hirer or joint Hirer are wholly responsible during and after your hire to have Sufficient Funds on your Credit Card to cover the Rental Agreement and Security Bond. If you provide a Credit Card with insufficient funds or invalid details, you will be committing a fraud and forfeiting Comprehensive Insurance Coverage.

### **INCLUDED COVERAGE AND STANDARD BOND**

In the event of an incident in which You are **not** at fault, our insurance will cover all costs beyond \$5,000 (per claim). This \$5,000 insurance excess liability is passed on to You and is guaranteed to Us in the form of a Bond. Because We take Your Bond deposit in the form of a pre-authorization to charge, a hold is placed on Your credit card for the amount of the Bond. You are not charged unless an incident with costs occurs. In the event the Bond needs to be used, the entire deposit (\$5,000) will be charged and held until all costs are settled. Any Bond deposit remaining after all costs have been paid will be refunded to You.

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**REDUCED BOND OPTIONS**

The standard liability of \$5,000 can be reduced by purchasing one of the following options:

Reduced Bond - \$3,500

Cost - \$15 per day (up to \$1,275 or 85 days)

Reduced Bond - \$1,500\*

Cost - \$30 per day (up to \$3,000 or 100 days)

\*Bookings over 21 days made with this option include one replacement windscreen (if necessary) free of charge.

When You purchase a Reduced Bond Option, We take the Bond in the form of a paper imprint swipe of Your credit card instead of a pre-authorized hold. The obligation to pay does not change.

The same Bond policies apply to the Reduced Bond Options as they do to the Standard Bond (\$5,000). We reserve the right to refuse Reduced Bond Options to any person at our own discretion.

**YOUR FULL RESPONSIBILITY AND EXCEPTIONS TO INSURANCE COVERAGE**

You are liable at all times for the total cost of damages caused in breach of the terms of this contract.

You are also responsible at all times for all costs (regardless of Bond amount or level of cover) related to the below non-inclusive list of instances where all damage coverage may be forfeited:

- Vehicle(s) operated in unauthorized / restricted areas or faster than 60 km/h on unsealed roads
- Recovery costs that may occur as a result of vehicle(s) bogged or stranded due to driver error
- Driving rental vehicle(s) under the influence of alcohol or drugs
- Damage to the tyres, glass, roof, awning, and/or underbody of the rental vehicle
- Damage caused from the use of incorrect fuel or contaminated fuel
- Damage caused to the vehicle when using the vehicle in contravention of any legislation or regulation controlling vehicular traffic
- Damage caused to the vehicle by the renter's wilful conduct (e.g. standing or sitting on the vehicle's roof or bonnet, smoking, cooking/fires inside vehicle, bogging the vehicle off-road)
- Damage caused in any way by salt water or fresh water (e.g. partial or total water submersion)
- Damage caused by negligence (e.g. ignoring mechanical faults resulting in more severe damage)
- Single vehicle accidents and accidents involving animals – minimum \$1,500 excess payable
- Damage sustained to the vehicle's interior fittings or equipment (unless caused by collision damage not liable to The Renter)
- The loss or theft of personal belongings
- Any costs related to transporting vehicle back to Boomerang if the renter refuses to return vehicle
- Any costs related to repair of vandalism if vehicle is abandoned by the renter

All accidents will be classified as single vehicle accidents unless all verifiable documentation of the other party(s) and their vehicle is supplied (e.g. police report, vehicle registration, driver's licence(s), and witness statement(s) where applicable).

Driving in darkness is incredibly dangerous in the Australian outback. **DON'T DRIVE AT NIGHT.**

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**I have read and understood the terms and conditions in this document on every page initialed by me. I agree to accept the liabilities exposed to me as a result of signing this binding contract.**

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Customer Name: \_\_\_\_\_

Booking #: \_\_\_\_\_