

# Huurvoorwaarden Backpacker Campervans

Geldig van 1 april 2009 t/m 31 maart 2010

## Rental Duration

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. When a rental moves from one rate season into the next, the calculation is based on both rates.

- Minimum rental period for rentals is 7 days.
- Minimum rental period for one-way rentals is 7 days (or as otherwise specified).
- Late pick up or early return of vehicle does not entitle the hirer to any refund of the unused portion of the rental.
- **Special period:**
  - 7-day minimum applies for all hires between 15 December 2009 and 5 January 2010 (subject to change at Backpacker's discretion).

## Branch Hours

Adelaide, Alice Springs, Brisbane, Cairns, Darwin, Melbourne, Perth, Sydney.

- Daily from 0800 to 1630hrs.
- All branches are closed Christmas Day.
- Backpacker requests that clients collecting or returning their vehicle to be in the branch by 1600.
- Late returns will be charged on a per day basis.

## One Way Rentals

One-way rentals are available between all branch locations (minimum periods apply).

Please refer to the grid below for minimum rental periods (in days):

	SYD	MEL	BNE	CNS	DRW	ASP	ADL	PER
SYD	5	7	7	7	14	14	7	14
MEL	7	5	7	7	14	14	7	14
BNE	7	7	5	7	14	14	7	14
CNS	7	7	7	5	14	14	7	14
DRW	14	14	14	14	5	7	14	14
ASP	14	14	14	14	7	5	14	14
ADL	7	7	7	7	14	14	5	14
PER	14	14	14	14	14	14	14	5

- For a one-way rental with pick-up and drop-off in Adelaide, Brisbane, Cairns, Melbourne and Sydney a fee of **AU\$250** will apply.
- For a one-way rental with pick-up and/or drop-off in Alice Springs, Darwin and Perth a fee of **AU\$350** apply.

Backpacker reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions and/or the distance to nominated destinations in relation to the length of the hire period.

## Rentals in Melbourne

With the introduction of electronic tolls to City Link roads in Melbourne, clients will need to ensure they have a pass to use the roads. Clients without a pass will be liable of fines up to AU\$150!

For infrequent users of City Link, a Standard Day Pass is available by calling 13 26 29 (within Australia only). More information available at <http://www.citylink.vic.gov.au/>

## **Infringements**

Backpacker reserve the right to charge the hirer for any speeding, parking or tollway fines, associated administration costs and/or accidents including third party property damage not reported on return of the vehicle. The administration fee per fine will be AU\$60.

## **Exchange Rate / Currency Variations**

All credit card transactions are conducted in Australian dollars. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. Backpacker does not accept any liability for variances up or down.

## **Credit Cards**

The credit card holder will be jointly and severally liable as a customer. Accepted credit cards are Visa Card, MasterCard and American Express. A non-refundable **2%** administration fee will apply to all Visa and MasterCard transactions. A non-refundable **4.5%** fee will apply to American Express cards.

Credit card administration fees also apply to debited security bonds and only the hirer's credit card is acceptable to use for the purpose of the security bond. Please refer to the vehicle security section above for more information.

## **Driver's Licence**

- A current and full state or national driver's licence is required per driver at pick-up.
- Provisional licences are not accepted.
- Copies of driver's licences are not accepted.
- If the licence is not readable in English or does not have a photo, an international driving permit must accompany the original licence. The permit must be issued in the same country as the driver's licence was issued. (An accredited English translation will be accepted in lieu of an international driving permit).

## **Age Restrictions**

For the Breezer and Nomad drivers must be **18** years of age or over with a full driver's licence. For the Wanderer, Quattro and Six Pack drivers must be **21** years of age or over with a full driver's licence. A medical certificate stating that the customer is fit to drive the vehicle they have booked for the duration of the hire is required for drivers over the age of 75.

## **Living Equipment**

The Living Equipment (crockery, cutlery, cooking utensils, linen, sleeping bags, pillows and towels) for all Campervans/Motorhomes is included in the daily rental rate at no extra cost.

## **Booking Amendments - Flex Rates**

- **Prior to pick-up**, amendments made to existing bookings will be **re-calculated** at the Smart Rate applicable on the date of amendment. This applies to changing the vehicle type, reducing the number of rental days, extending the rental from the pick-up date or changing the pick-up or drop-off location. Prior to pick-up, if the rental is extended from the drop-off date, the extended days will be charged at the Smart Rate which applied at the time of the original booking.
- **After pick-up**, if the hirer wishes to extend the rental whilst on hire, they must contact Backpacker direct and obtain authorisation from the destination branch. This is subject to availability and any extra rental days are charged at the Smart Rate originally booked. The extra cost of an extended rental must be paid by credit card over the telephone on confirmation of the rental extension.

Failure to obtain authorisation for a rental extension will result in a fee of \$150 in addition to the daily rate.

If the hirer wishes to change the **drop-off destination** after the rental has commenced, they must first obtain authorisation from the destination branch. Subject to the change being approved, an additional charge of \$550 will apply.

## Road Restrictions

- 2 Wheel Drive campervans can only be driven on sealed/bitumen roads. The only exception to this are access roads to recognised campgrounds, however permission must be granted from Backpacker prior to booking.
- 4 Wheel Drive vehicles can be driven on recognised unsealed tracks.
- 4 Wheel Drive vehicles may only travel to the following areas with written permission from Backpacker: Simpson Desert, Strzelecki Track, Gunbarrel Highway, Cape York, the Bungle Bungles, Oodnadatta Track, Birdsville Track, Tanami Track, the Plenty Highway and Gibb River Road. Permission being granted is subject to weather and road conditions. The distance to nominated destinations in relation to the length of the hire will also be considered.
- Our vehicles are **NOT** permitted on the Old Gunbarrel Highway section, Canning Stock Route, the Lost City in Litchfield Park, to Cape York between the months of December and May and the Telegraph Road section of the road to Cape York.
- Backpacker campervans are not available in Hobart (Tasmania) or Broome.

Backpacker reserves the right at its sole discretion to 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 hire period.

## On-road Assistance

Any problems associated with the vehicle, including equipment failure, must be reported to Backpacker as soon as possible, and within 24 hours in order to give Backpacker the opportunity to rectify the problem during the rental. Failure to do so will compromise any claims for compensation. We do not accept liability for any claims submitted after this period. Please contact us toll-free on: 1800 670 232

## Repairs

Repairs up to AU\$100 may be effected without authorisation and will be reimbursed. For amounts over AU\$100, Backpacker will need to be informed in advance. Repairs will be approved provided the hirer was not directly responsible for the damage. Receipts must be submitted for any repair or the claim will not be paid.

## Change of Vehicle

Should the vehicle booked be unavailable through unforeseen circumstances, Backpacker reserve the right to substitute an alternative vehicle without prior notification and at no extra cost. This shall not constitute a breach of contract and does not entitle the hirer to a refund.

## Vehicle Category

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

## Voluntary Downgrade

Should the hirer decide to take a lesser vehicle than booked they will not be entitled to any refund.

## Taxes

For all rentals, a charge of 3% of the total cost will be levied to cover state government taxes, duties and associated costs. This is payable upon collection of the vehicle in these locations.

## Important

Backpacker reserves the right to refuse any rental at its discretion.

## Animals

No animals are permitted in our vehicles, excluding guide dogs.

## Bikes and Surfboards

Bikes and surfboards can be attached to the Breezer's roof racks only. Please note that clients are responsible for any overhead damage to the vehicle, regardless of any Excess Reduction Option taken. Backpacker does not accept any responsibility for damage to the client's bikes or surfboards.

Bikes and surfboards are not permitted in (or on) the Nomad, Wanderer, Warrior or 4WD Off-Roader.

## Personal and Company Cheques

Personal and Company cheques will not be accepted as payment for rentals at the time of pick-up. Personal or Company cheques are not acceptable as the vehicle security deposit.

## Additional Equipment

*To be paid by customer at pick-up:*

- Awning: AU\$5.00 per day, per rental (excluding 4WD Off-Roader)
- Baby / Booster seat: AU\$25.00 per rental
- Camping Table: AU\$22.00 per rental (not in the all-in Smart Pack)
- Camping Chair: AU\$12.00 per rental (not in the all-in Smart Pack)
- Camping Tent: AU\$75.00 per rental (4-person tent, no mattresses)
- Fan Heater (240V): AU\$11.00 per rental (Nomad)
- First Aid Kit AU\$30.00 for purchase
- GPS Navigation Unit: AU\$5.00 per day
- Outback Safety Kit\*: AU\$95.00 per rental
- PFO (Pre-Purchase Fuel Option): details at branch
- PGO (Pre-Purchase Gas Option\*\*): AU\$23.00 per vehicle
- Road Atlas: AU\$20.00 for purchase
- Satellite Phone: AU\$17.00 per day plus call costs

**\* Backpacker strongly advises all 4WD customers venturing into remote areas of Australia to carry a 4WD Outback Safety Kit, which includes a satellite safety beacon, snatch strap with D shackles and a folding spade. The beacon can be activated in emergency situations to alert rescue authorities. The Outback Safety Kits are available for hire with all 4WD vehicle rentals for AU\$95.**

**\*\* The PGO allows the customer to return the vehicle without the need for the gas bottle to be replenished. The gas bottle is used to operate the gas stove and to heat the hot water in vehicles with a hot water facility. This option can be purchased separately if the Smart Pack (Inclusive Rate) has not been selected.**

## Protection Package

Personal Injury is covered in most cases through Registration Third Party Insurance. We strongly recommend that all people travelling in Australia take out Personal Travel Insurance.

All vehicles are insured for the damage to the vehicle or to the property of a Third Party. The hirer is responsible for the first **AU\$2,900 for 2WD vehicles** or **AU\$5,000 for 4WD vehicles** ("the excess") of the cost of damage to Third Party property or to the rented vehicle, including single vehicle accident, windscreen and tyre damage, towing and recovery costs, theft, fire, break-in, vandalism. This also includes the cost of the daily rental for the period the vehicle is off fleet for accident repairs (demurrage). **The excess applies in respect of each claim, not rental.**

The excess is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. The excess will be refunded if Backpacker are successful in recovering the cost of the damages from the Third Party. Please note that Third Party Claims can take months to resolve.

**Please see the 'Exclusions' section below, whereby all Excess Reduction cover will be made void.**

This **AU\$2,900 (2WD)** or **AU\$5,000 (4WD)** excess can be reduced, in most circumstances, by purchase of Excess Reduction Option 1 or Excess Reduction Option 2.

### 1) Excess Reduction Option 1

2WD Vehicle

Cost per day: AU\$16.00 (max charge AU\$800)

Excess reduced to AU\$1,450

4WD Vehicle  
Cost per day: AU\$25.00 (max charge AU\$1250)  
Excess reduced to AU\$2,500

With Excess Reduction Option 1 the hirer is responsible for the first of first **AU\$1,450 (2WD vehicles)** or **AU\$2,500 (4WD vehicles)** of **ANY ACCIDENT COST** of damage to Third Party property or to the rented vehicle, including single vehicle accident, windscreen and tyre damage, towing and recovery costs, theft, fire, break in or vandalism. This also includes the cost of the daily rental rate for the period the vehicle is off fleet for accident repairs (demurrage). **The excess applies in respect of each claim, not rental.**

## 2) Excess Reduction Option 2

2WD Vehicle  
Cost per day: AU\$25.00 (max charge AU\$1250)  
Excess reduced to AU\$0

4WD Vehicle  
Cost per day: AU\$38.00 (max charge AU\$1900)  
Excess reduced to AU\$440

When excess reduction 2 has been purchased, the hirer will have no excess at all for 2WD vehicles with the exception of the '**exclusions**'.

In the event of the vehicle hired being a 4wd the hirer will be responsible for the first **AU\$440** ("the excess") of the cost of damage to third party property or to the rented vehicle. This includes single vehicle accident, windscreen and tyre damage, towing and recovery costs, theft, fire, break-in or vandalism with the exception of the '**exclusions**'. This also includes the cost of the daily rental for the period the vehicle is off fleet for accident repairs. **The excess applies in respect of each claim, not rental.**

## No Worries Cover Option (PCO2)

The No Worries Cover Option is a one off fee of AU\$50 per hire for 2WD vehicles and AU\$80 for 4WD vehicles. The No Worries Cover Option is only available when Excess Reduction 2 has been purchased.

*Note: the No Worries Cover Option is included in the Smart Pack (All Inclusive Rate).*

With the No Worries Cover Option, the hirer **will not have to pay any excess at all** for any damage to the vehicle or property of a third party with the exception of the '**exclusions**'. **This will include accidental overhead or underbody damage to the vehicle.** Please note overhead and underbody damage cover is excluded unless the no worries cover option has been purchased.

**TYRE AND WINDSCREEN DAMAGE** - Where the hire has a \$0 Excess, up to one windscreen and two tyres will be covered for accidental damage. Should these amounts be exceeded the cost to repair or replace the items will not be covered and will be the responsibility of the hirer.

**BACKPACKER STRONGLY RECOMMENDS OUR CUSTOMERS TAKE NO WORRIES COVER FOR TRAVEL WITH COMPLETE PEACE OF MIND. Exclusions:**

**All insurance cover will be made void if any of the following 'Exclusions' are breached:**

1. Overhead and underbody damage to the vehicle - except where No Worries Cover has been purchased.
2. Any water related damage which includes, but is not limited to:
  - any vehicle submersion
  - creek or river crossing
  - driving through low plain flooded areas
  - beach driving

3. Personal belongings. Backpacker recommends the hirer does not leave valuables in the vehicle and that they have insurance to cover for the loss/damage of personal belongings.
4. Any damage caused by willful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle).
5. A single vehicle roll over occurs.
6. Damage caused to the vehicle by snow chains.
7. Any damage caused while driving under the influence of alcohol or drugs.
8. The Customer will be liable for any costs associated with the incorrect use of fuel or the use of Bio-Diesel which should not be used (fuel being diesel or petrol), or water or other contamination of fuel.
9. The cost to retrieve or recover a vehicle, which may include, but is not limited to a vehicle that has become bogged, submerged or has been abandoned.
10. The cost to replace keys, which have been lost or retrieval of keys, which have been locked in a vehicle.
11. The vehicle rented may only be used to carry the maximum number of passengers as dictated by the vehicle type. If more passengers are carried than what is allowed Backpacker does not accept any liability.
12. Drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence.

### **Vehicle Security Deposit**

On pick-up of the vehicle, a Vehicle Security Deposit is payable. The amount is determined by the Protection Package selected.

For security purposes, only a **credit card** can be used to provide a vehicle security deposit. The credit card holder must be present and able to sign for the vehicle security deposit upon vehicle collection. The credit card holder is jointly and severally liable for any damage to the rental vehicle.

Debited bonds are subject to a non-refundable **2%** credit card administration fee in addition to the bond amount when the credit card used is either a Visa or MasterCard.

Debited bonds are subject to a non-refundable **4.5%** credit card administration fee in addition to the bond amount when the credit card used is an American Express card.

- If you do not take Excess Reduction Option 1 or Excess Reduction Option 2, the Security Deposit is **AU\$2,900 (2WD vehicles) or AU\$5,000 (4WD vehicles)** payable credit card only. The amount will be debited to your account immediately. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. Backpacker does not accept any liability for variances up or down.

- If **Excess Reduction Option 1** has been taken the Security Deposit is **AU\$1,450 (2WD vehicles) or AU\$2,500 (4WD vehicles)** payable by credit card only. The amount will be debited to your account immediately. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. Backpacker does not accept any liability for variances up or down.

- If **Excess Reduction Option 2** has been taken the Security Deposit is **AU\$220 (2WD vehicles) or AU\$440 (4WD vehicles)**, payable by credit card only. The amount will be debited to your account immediately. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. Backpacker does not accept any liability for variances up or down.

The Security Deposit is fully refundable provided the vehicle is returned on time, to the correct location, undamaged, with a clean interior and with full fuel tanks (Fuel being petrol, diesel and LPG gas).

We reserve the right to retain a **AU\$220** soiling fee if the vehicle is not returned with the interior in a clean condition and 4 wheel drive vehicles free of mud. This includes smoking related cleaning, as smoking is not permitted in the vehicle. The toilet and

waste water tank (if applicable) must be emptied prior to the return of the vehicle, or an additional AU\$220 soiling fee will be retained.

Except where the customer has purchased PGO and/or PFO, failure to return the vehicle with full petrol, diesel and/or LPG tanks will result in refill charges. Petrol, diesel and LPG gas refill charges will be advised upon return of the vehicle. In the instance of Excess Reduction Option 1 and Excess Reduction Option 2, the credit card voucher will be returned to the hirer.

**TERMS & CONDITIONS AND RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE**