

# BIVOUAC ADVENTURES TERMS & CONDITIONS

<p>1. <b>INTRODUCTION</b></p> <p>1.1. These terms and conditions constitute an integral part of your rental agreement with Bivouac Adventures.</p> <p>1.2. Please review these terms and conditions in conjunction with the accompanying schedule.</p> <p>1.3. Bivouac Adventures retains the right to modify these terms and conditions periodically.</p> <p>2. <b>DEFINITIONS</b></p> <p><b>Accident, Accidental, or Accidentally</b> refers to an unintended, unforeseen, fortuitous, or unanticipated event or mishap that is not expected or intentionally caused.</p> <p><b>Bond</b> refers to the sum of \$5,000, paid in accordance with clause 9. Camping Accessories include any roof-top tents, mattresses, linens, refrigerators, gas burners, cookware, cutlery, tableware, utensils, tables, chairs, and other camping accessories provided by Bivouac Adventures.</p> <p><b>Damage</b> encompasses:</p> <p>(a) any loss or damage to the Vehicle or the Camping Accessories while they are under Your possession or control;</p> <p>(b) any loss, damage, expense, cost, or liability incurred by Bivouac Adventures due to a breach of this Rental Agreement by You; and</p> <p>(c) any Loss of Use; excluding reasonable wear and tear.</p> <p><b>Excess</b> represents \$5,000 or, if <b>Off-Road Expedition Protection</b> has been acquired in accordance with clause 21, the applicable Excess as specified in</p>	<p><b>Overhead Damage</b> refers to Damage to the Vehicle or Camping Accessories occurring at or above the level of the top of the front windscreen, irrespective of the cause, or any other loss or damage suffered by any third party resulting from:</p> <p>(a) contact between the part of the Vehicle or Camping Accessories at or above the level of the top of the front windscreen and objects that overhang or obstruct the Vehicle or Camping Accessories;</p> <p>(b) use of the Vehicle in a manner that exceeds the maximum height of the Vehicle (taking into account any Camping Accessories) or surpasses any advisory or signed Vehicle height limits;</p> <p>(c) placement of objects of any kind on the roof of the Vehicle; or</p> <p>(d) You or any other person standing or sitting on the roof of the Vehicle.</p> <p><b>PPSR</b> refers to the Personal Properties Securities Register established by the Personal Property Securities Act 2009 (Cth).</p> <p><b>Privacy Policy</b> refers to the privacy policy of Bivouac Adventures, accessible on Bivouac Adventures' website at <a href="http://www.bivouacadv.com">www.bivouacadv.com</a>.</p> <p><b>Public Holiday</b> denotes a day that is recognized as a public holiday at the location where the Vehicle must be collected or returned, as specified in the Schedule.</p> <p><b>Bivouac Adventures</b> refers to Bivouac Adventures Pty Ltd ABN 33882904774 as trustee for the The Trustee for FLETCHER FAMILY TRUST.</p> <p><b>Bivouac Adventures 4WD Camper Vehicle</b> represents a Vehicle that is a</p>
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<p>that clause. GST refers to the meaning ascribed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).</p> <p><b>Loss of Use</b> refers to any loss, damage, expense, cost, or liability incurred by Bivouac Adventures due to the unavailability of the Vehicle or Camping Accessories outside the Rental Period caused by:</p> <p>(a) any breach of this Rental Agreement by You;</p> <p>(b) theft of the Vehicle or Camping Accessories while they were in Your possession or control immediately prior to the theft; or</p> <p>(c) the Vehicle or Camping Accessories being repaired or replaced due to an event for which You are liable under clause 16.</p>	<p>Bivouac Adventures camper vehicle and includes Camping Accessories.</p> <p><b>Bivouac Adventures 4WD Camper Vehicle (Camper Category)</b> designates a Bivouac Adventures 4WD Camper Vehicle categorised as a camper on Bivouac Adventures' website at <a href="http://www.bivouacadv.com">www.bivouacadv.com</a></p> <p><b>Bivouac Adventures 7 Person Adventurer/Alpine Vehicle (Adventurer Category)</b> signifies a Bivouac Adventures Adventurer or Alpine Vehicle categorised as adventurer on Bivouac Adventures' website at <a href="http://www.bivouacadv.com">www.bivouacadv.com</a></p>
<p><b>Rental Agreement</b> consists of the document titled "Rental Agreement – Schedule" and these terms and conditions.</p> <p><b>Rental Period</b> refers to the designated hire period mentioned in the Schedule or any agreed extension or modification to that period between You and Bivouac Adventures.</p> <p><b>Schedule</b> denotes the schedule that forms an integral part of the Rental Agreement, titled "Rental Agreement – Schedule."</p> <p><b>Third Party Loss</b> encompasses any loss or damage to property belonging to third parties, including:</p> <p>(a) other motor vehicles, buildings, or land;</p> <p>(b) any loss of income suffered by third parties; or</p> <p>(c) consequential loss experienced by</p>	<p><b>3. RENTAL</b></p> <p>3.1 You agree to rent the Vehicle and, if applicable, the Camping Accessories from Bivouac Adventures for the Rental Period, at the rates and charges specified in the Schedule and in accordance with the Rental Agreement.</p> <p>3.2 Unless otherwise agreed, the minimum Rental Period for the Vehicle is ten days ("<b>Minimum Rental Period</b>"). The Minimum Rental Period may be subject to modification by mutual agreement. Bivouac Adventures is not obligated to agree to any changes to the Minimum Rental Period. However, if Bivouac Adventures is willing to do so, you will be notified before entering into this Rental Agreement.</p> <p>3.3 Rental days are calculated based on calendar days. The day of pick-up is considered the first day of the Rental Period, regardless of the pick-up time. The day of returning the Vehicle and Camping Accessories is considered the</p>

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<p>third parties.</p> <p><b>Underbody Damage</b> refers to any Damage occurring to the Vehicle or Camping Accessories below the level of the top of the front or rear bumper (whichever is higher), irrespective of whether other parts of the Vehicle are damaged simultaneously. This includes the underside of the Vehicle, drive train, chassis, steering, suspension, brakes, exhaust, floor pan, floorboard, footwell, and fuel systems, caused directly by:</p> <p>(a) the Vehicle's contact with any part of the roadway or track;</p> <p>(b) immersion, submersion, or wading in water, contact with saltwater, being in contact with or driven on salt lakes or salt flats, floods or flooding, or beach driving; or</p> <p>(c) the Vehicle's contact with any object or obstruction, including (but not limited to) curbs, gutters, speed bumps, barriers, wheel stops, rocks, ruts, debris, riverbeds, sand, or ridges.</p> <p><b>Vehicle</b> refers to the four-wheel drive vehicle specified in the Schedule, including all tools, components, keys, keyless start devices, remote control devices, audio equipment, manufacturer's standard tools and accessories, as well as any non-standard items, tools, or equipment provided or installed in the Vehicle, excluding the Camping Accessories.</p> <p><b>Off-Road Expedition Protection</b> signifies the reduction in Excess and liabilities as described in clause 21.</p> <p><b>You/Your/Yourself</b> refers to the hirer of the Vehicle and any individual listed as a driver in the Schedule. In instances where this Rental Agreement mentions Your liability and there are multiple</p>	<p>final day of the Rental Period, regardless of the return time. If the return day is a weekday, the Vehicle and Camping Accessories must be returned by 4:00 PM on the final day of hire. For return days falling on a Saturday, Sunday, or Public Holiday, the specified time in the Rental Agreement applies.</p> <p>3.4 Late pick-up or early return of the Vehicle or Camping Accessories does not entitle you to a refund for the unused portion of the Rental Period.</p> <p><b>4 Payments</b></p> <p>4.1 Full payment of the estimated total hire charges, calculated at the daily hire rate (including all additional fees and charges) for the duration of the Rental Period, plus the amounts specified in clause 9 (Security Bond) or clause 21 (Off-Road Expedition Protection), is due and payable as outlined in clauses 9 and 10.</p> <p>4.2 All amounts mentioned in this Rental Agreement:</p> <p>(a) are in Australian dollars; and</p> <p>(b) unless stated otherwise, include any applicable GST.</p> <p>4.3 All payments required from you under this Rental Agreement:</p> <p>(a) must be made in Australian dollars; and</p> <p>(b) will be considered received upon receiving notification from the credit card issuer that the charge to your credit card for the required amount has been approved.</p> <p>4.4 Please note that advertised rates are subject to change. The hire rates applicable to your rental will be calculated at the time of booking,</p>
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<p>individuals referred to as You, Your liability is joint and several.</p> <p>4.5 Any refunds owed to you under the Rental Agreement will be reimbursed in Australian dollars.</p> <p>4.6 In cases where Bivouac Adventures is required to refund amounts previously paid by you in a currency other than Australian dollars, there may be a variance between the initially paid amount and the repayment amount due to fluctuations in exchange rates and bank fees. Bivouac Adventures assumes no responsibility for such differences, and you accept all risks associated with exchange rate fluctuations and bank fees.</p> <p><b>5. Collection and Return of Vehicle</b></p> <p>5.1 You are responsible for collecting and returning the Vehicle and any Camping Accessories at the designated time, date, and location specified in the Schedule. Collection or return outside of the specified hours, on a public holiday, or on a weekend may incur an additional fee of \$150, in addition to any other applicable late fees and charges.</p> <p>5.2 Bivouac Adventures will provide you with the Vehicle and Camping Accessories in a clean, orderly condition, and in proper working order. The Vehicle must have a full fuel tank upon return.</p> <p>5.3 You must return the Vehicle and Camping Accessories on the agreed return date, at the specified return time, and to the designated location indicated in the Schedule. The Vehicle and Camping Accessories must be returned to Bivouac Adventures in a clean, orderly condition, and in proper working order (excluding reasonable wear and tear). The Vehicle must have a full fuel tank upon return.</p>	<p>regardless of any subsequent changes to advertised rates.</p> <p><b>6 Booking Modifications Prior to or During Rental Period</b></p> <p>6.1 Any modifications you request for your rental prior to the Rental Period are subject to the prior approval of Bivouac Adventures, at its sole discretion. If approved by Bivouac Adventures, any changes will be subject to the relevant charges as outlined in the following table:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 30%;"></th> <th colspan="3" style="text-align: center;">Number of Days prior to Rental Period Commencement</th> </tr> <tr> <th style="text-align: left;">Change Type</th> <th style="text-align: center;">&gt;91</th> <th style="text-align: center;">90 - 30</th> <th style="text-align: center;">29 - 0</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;"><b>Name changes or additional drivers</b></td> <td style="text-align: center;">No charge</td> <td style="text-align: center;">No charge</td> <td style="text-align: center;">No charge</td> </tr> <tr> <td style="text-align: left;"><b>Rental Period date changes (no reduction in hire length)</b></td> <td style="text-align: center;">No charge</td> <td style="text-align: center;">\$75</td> <td style="text-align: center;">\$150</td> </tr> <tr> <td style="text-align: left;"><b>Rental Period date changes (reduction in hire length)</b></td> <td style="text-align: center;">No charge</td> <td style="text-align: center;">\$75</td> <td style="text-align: center;">Not permitted*</td> </tr> <tr> <td style="text-align: left;"><b>Collection / Return Location</b></td> <td style="text-align: center;">No charge</td> <td style="text-align: center;">\$75</td> <td style="text-align: center;">Not permitted</td> </tr> </tbody> </table> <p><i>*Delayed departure/early return of Vehicle and any Camping Accessories can be accommodated; however, no reduction in the hire charges can be made 29-0 days prior to the commencement of the Rental Period.</i></p> <p>Any reduction or increase in Your hire fees as a result of changes made under this clause 6.1 will be advised by Bivouac Adventures through an</p>		Number of Days prior to Rental Period Commencement			Change Type	>91	90 - 30	29 - 0	<b>Name changes or additional drivers</b>	No charge	No charge	No charge	<b>Rental Period date changes (no reduction in hire length)</b>	No charge	\$75	\$150	<b>Rental Period date changes (reduction in hire length)</b>	No charge	\$75	Not permitted*	<b>Collection / Return Location</b>	No charge	\$75	Not permitted
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<p>5.4 If you fail to return the Vehicle with a full fuel tank, a re-fuelling fee of \$3 per litre will be charged to cover the cost of refuelling.</p> <p>5.5 If Bivouac Adventures determines, acting reasonably, that the Vehicle or Camping Accessories have not been returned in a clean, orderly condition, a cleaning fee may be imposed. This fee will be calculated based on the time required to clean the Vehicle and Camping Accessories of any nominated vehicle cleaner at Bivouac Adventures discretion'. Examples of situations where this fee may apply include:</p> <p>(a) Presence of odours, including from smoking or animals;</p> <p>(b) Contamination with dust, dirt, sand, or other pollutants;</p> <p>(c) Presence of animals in the Vehicle.</p> <p>This fee is in addition to your other liabilities under this Rental Agreement, including those related to Damage.</p>	<p>amended Schedule.</p> <p>6.2 Any changes requested by You to Your hire following the commencement of the Rental Period are subject to the following:</p> <p>(a) Any request by You to change the time or date when the Vehicle or Camping Accessories are to be returned to Bivouac Adventures, or the return location, is subject to the prior approval of Bivouac Adventures, at its sole discretion. Without limiting the exercise of that discretion, Bivouac Adventures may refuse to approve any change if the Vehicle or Camping Accessories are not available or are required at a specific location for a booking by another party.</p> <p>(b) If Bivouac Adventures approves a change to the time or date when the Vehicle or Camping Accessories are to be returned, or the return location, You will be required to pay additional fees and charges. The applicable additional charges will be notified to You prior to the change taking effect.</p> <p>(c) Payment of all additional fees and charges related to any changes requested by You must be received by Bivouac Adventures before the change takes effect.</p>
<p>(d) You acknowledge that failure to comply with this clause by returning the Vehicle or Camping Accessories at a different time, date, or location than specified in the Schedule, without prior approval from Bivouac Adventures and payment of all additional fees and charges, will constitute a breach of the Rental Agreement. In addition to any other liabilities under this Rental Agreement, You will be held liable to Bivouac Adventures in accordance with clause 7.</p> <p><b>7 Late Return or Return to a Different Location</b></p>	<p>8.3 Except as stated in clause 4.6, if Bivouac Adventures is unable to provide a vehicle or camping accessories that are substantially equivalent to the ones originally nominated at the time of booking, and You do not choose to rent a different vehicle or camping accessories as outlined in clause 8.4, You are entitled to a full refund of the amounts paid under this Rental Agreement. In such cases, this Rental Agreement will terminate, and Bivouac Adventures shall not be held liable for any further costs or losses incurred by You, regardless of their nature.</p>

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7.1 In the event that the Vehicle or Camping Accessories are not returned by the specified time and date as outlined in the Schedule or as agreed upon in accordance with clause 6, You will be responsible for a late return charge. This charge will be calculated at two times the daily hire rate for each day or part day that the Vehicle or Camping Accessories remain unreturned, along with the daily Off-Road Expedition Protection payment, if applicable.

7.2 If the Vehicle and Camping Accessories are not returned to the designated return location as specified in the Schedule or as agreed upon in accordance with clause 6, You will be responsible for covering the transportation costs to the agreed return location. In addition, a late return charge of two times the daily hire rate for each day or part day from the end of the Rental Period until the arrival of the Vehicle and Camping Accessories at the agreed return location will apply. These charges will be in addition to Your other liabilities under the Rental Agreement.

7.3 You will remain responsible for the Vehicle and Camping Accessories until they are returned to Bivouac Adventures and checked in by a Bivouac Adventures staff member at the agreed return location.

### **8 Substitution of Vehicle or Camping Accessories**

8.1 Bivouac Adventures will make reasonable efforts to provide the Vehicle originally specified at the time of booking.

8.2 In the event that unforeseen circumstances prevent the availability of the nominated Vehicle or Camping Accessories at the time of booking, Bivouac Adventures may supply a

8.4 In the event that Bivouac Adventures is unable to supply a vehicle or camping accessories that are substantially equivalent to the ones originally nominated at the time of booking, Bivouac Adventures may, subject to availability, offer You an alternative vehicle or camping accessories. This offer may be subject to adjustments in the rates and charges specified in the Schedule and the amounts payable under this Rental Agreement if You accept the offer.

8.5 If You accept the offer of an alternative vehicle or camping accessories as described in clause 8.4:

(a) the provided vehicle or camping accessories will be considered as the Vehicle or Camping Accessories (as applicable) for the purposes of this Rental Agreement;

(b) the Rental Agreement will be amended accordingly based on the offer;

(c) any additional charges applicable to You must be paid before the Rental Period begins, if applicable;

(d) any amounts owed to You as a result of the changes will be refunded by Bivouac Adventures within 14 days; and

(e) Bivouac Adventures will not be responsible for any additional costs or losses incurred by You, regardless of their nature.

### **9 Security Bond**

9.1 Unless You have purchased Off-Road Expedition Protection, You are required to provide Bivouac Adventures with a Security Bond as assurance for the fulfilment of Your obligations under this Rental Agreement.

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<p>substitute vehicle or camping accessories that are reasonably equivalent to the originally nominated ones. In such cases, the substituted vehicle or camping accessories will be deemed as the Vehicle or Camping Accessories (as applicable) for the purposes of this Rental Agreement.</p>	<p>9.2 The Security Bond can only be paid as specified in this clause 9 and by using a credit card.</p> <p>9.3 The payment must be made prior to the collection of the Vehicle.</p>
<p>9.4 Only MasterCard and Visa credit cards are accepted by Bivouac Adventures, and the credit card must be in the name of the hirer of the Vehicle or a person listed as a driver in the Rental Agreement. At the time of payment, a fee known as the Cost of Acceptance (COA Fee), which is equal to the amount charged by the merchant and incurred by Bivouac Adventures, will be waived and only charged if the Bond is retained due to Damage sustained to the Vehicle or Camping Accessories.</p> <p>9.5 Subject to the provisions of this clause 9, the Bond will be refunded to the person who made the payment if, after the conclusion of the Rental Agreement, there are no outstanding amounts that You are liable to pay to Bivouac Adventures as per this Rental Agreement or related to Your hire of the Vehicle or Camping Accessories.</p> <p>9.6 You acknowledge that Bivouac Adventures requires time to assess Your liability once the Rental Period has ended. Therefore, Bivouac Adventures may hold the refund of the Bond for a maximum period of 21 days from the end of the Rental Period while the assessment takes place.</p> <p>9.7 If, at the conclusion of the Rental Period, You are liable to pay Bivouac Adventures a sum of money in accordance with this Rental Agreement or due to Your use of the Vehicle or Camping Accessories, Bivouac Adventures may offset that sum against its liability to refund the Bond. After</p>	<p>(b) If the assessment exceeds the estimate, You will remain liable for, and must immediately pay, the difference to Bivouac Adventures.</p> <p>9.11 Bivouac Adventures may utilise the Bond as outlined in this clause 9, even if there is a pending claim or likely to be a pending claim by Bivouac Adventures under an applicable insurance policy regarding Your liability.</p> <p>9.12 If Bivouac Adventures receives payment in response to a claim under an applicable insurance policy related to Your liability, Bivouac Adventures will refund to the person who paid the Bond an amount equal to:</p> <p>(a) The proportion of the Bond (and any other amount paid pursuant to this clause) that corresponds to the received payment, along with the COA Fee applicable to that proportion of the Bond; minus</p> <p>(b) Any applicable Excess.</p> <p>9.13 If an event occurs during the Rental Period that:</p> <p>(a) May give rise to Bivouac Adventures making a claim under an applicable insurance policy regarding the Vehicle or Camping Accessories; or</p> <p>(b) Results in Damage estimated to be equal to or greater than \$5,000;</p> <p>Bivouac Adventures may require You to pay an additional sum reflecting the loss suffered or likely to be suffered by</p>

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<p>such set-off:</p> <p>(a) If Your liability exceeds the Bond amount, Bivouac Adventures is not obliged to refund the Bond, and You will remain liable for the outstanding balance, which must be paid to Bivouac Adventures immediately.</p> <p>(b) If the Bond amount exceeds Your liability, Bivouac Adventures must refund the remaining balance (including the applicable COA Fee) to the person who paid the Bond.</p> <p>9.8 Bivouac Adventures will provide You with an itemised invoice that details the amounts set off under clause 9.7.</p> <p>9.9 If, within 10 business days from the end of the Rental Period, You are liable to pay Bivouac Adventures a sum of money as per this Rental Agreement or related to Your hire of the Vehicle or Camping Accessories, but the exact amount cannot be accurately determined, Bivouac Adventures:</p> <p>(a) may make a reasonable estimate of that sum; and</p> <p>(b) apply the estimate against the Bond in accordance with clause 9.7.</p> <p>9.10 If Bivouac Adventures has made an estimate in accordance with clause 9.9, and Your liability is accurately assessed:</p> <p>(a) If the estimate exceeds the assessment, Bivouac Adventures will refund the difference between the estimate and the assessment, along with the COA Fee paid on the difference, to the person who paid the Bond; and</p>	<p>Bivouac Adventures due to the event.</p> <p>9.14 The additional sum mentioned in clause 9.13 will be held and may be applied in the same manner as the Bond.</p> <p>9.15 Failure by You to pay any sum required by Bivouac Adventures under clause 9.13 constitutes a material breach of the Rental Agreement.</p> <p><b>10 Credit Card Pre-Authorizations</b></p> <p>10.1 If You intend to purchase Off-Road Expedition Protection, instead of a Bond, you must provide a credit card pre-authorization in accordance with this clause 10.</p> <p>10.2 The credit card pre-authorization must be provided prior to Your collection of the Vehicle.</p> <p>10.3 Bivouac Adventures only accepts MasterCard and Visa cards for pre-authorization. The credit card used must be in the name of the hirer of the Vehicle or a person listed as a driver in the Rental Agreement.</p> <p>10.4 The required amount for the credit card pre-authorization is as follows:</p> <p>(a) <b>Off-Road Expedition Protection - \$1,000 Excess:</b> \$1,000; and</p> <p>(b) <b>Off-Road Expedition Protection Plus - \$500 Excess:</b> \$500; and</p> <p>(c) <b>Expedition Protection - \$5000 Bond:</b> \$5000.</p>
<p>10.5 If, for any reason, You cancel Your credit card during the term of the Rental Agreement or Rental Period, including with the intention of evading payment for any Damage, Third Party Loss, or costs associated with Your use</p>	<p><b>12 Vehicle Usage and Restrictions</b></p> <p>12.1 The Vehicle and the Camping Accessories provided by Bivouac Adventures may only be used for recreational purposes as outlined in this</p>



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<p>of the Vehicle or Camping Accessories, such conduct will be considered a material breach of the Rental Agreement by You.</p> <p><b>11 Driver's License and Age Requirements</b></p> <p>11.1 You must possess a valid, unrestricted, non-probationary motor vehicle driver's license that meets the following conditions:</p> <ul style="list-style-type: none"><li>(a) Applicable for the duration of the Rental Period.</li><li>(b) Appropriate for the type of Vehicle.</li><li>(c) Legally recognized in all locations where You intend to use the Vehicle.</li><li>(d) Displays Your current residential address.</li></ul> <p>11.2 If Your driver's license is issued from a country other than Australia, You acknowledge that driving laws and regulations may vary in each state and territory of Australia. For instance, certain locations may require an international driver's license or permit, while others may necessitate carrying both your foreign license and an official translation in English. Without limiting clause 12.10, it is Your responsibility to ensure compliance with the driving laws and regulations of each Australian state and territory in which You travel.</p> <p>11.3 You must personally present Your original driver's license and any necessary translation (if applicable) at the time of Vehicle collection. If Your driver's license does not include a photograph, You must also present Your passport at that time.</p> <p>11.4 Failure to comply with the requirements of this clause 11 or if Bivouac Adventures reasonably believes that, considering Your intended travel destinations, You are likely to violate</p>	<p>Rental Agreement.</p> <p>12.2 If the Rental Agreement includes the hire of Camping Accessories with the Vehicle, the Vehicle and the Camping Accessories cannot be separated from each other.</p> <p>12.3 You must comply with the following restrictions when driving the Vehicle:</p> <ul style="list-style-type: none"><li>(a) Only you, the hirer, are allowed to drive the Vehicle.</li><li>(b) Drive the Vehicle in a prudent and cautious manner.</li><li>(c) Do not operate the Vehicle in a dangerous or reckless manner.</li><li>(d) Take necessary precautions to avoid causing damage to the Vehicle, including its engine, tires, or transmission.</li><li>(e) Do not drive the Vehicle under the influence of alcohol, drugs, or with a blood alcohol level exceeding the legal limit.</li><li>(f) Adhere to the speed limits set by the relevant state or territory, even if it is lower than 110 kilometres per hour.</li><li>(g) On gravel, dirt, or unsealed roads, do not exceed a maximum speed of 80 kilometres per hour. On the Kalumburu Road north of Drysdale River Station, the maximum speed limit is 60 kilometres per hour.</li><li>(h) Obey all traffic laws and government authorities' directions.</li><li>(i) Do not operate the Vehicle if it is in an unsafe condition.</li><li>(j) Comply with the provisions outlined in clause 11.</li></ul>
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<p>this clause 11, Bivouac Adventures reserves the right to refuse delivery of the Vehicle and Camping Accessories (if applicable).</p> <p>11.5 All drivers of the Vehicle must be 25 years of age or older and listed as drivers in the Rental Agreement.</p> <p>11.6 The Vehicle must only be operated by individuals designated as drivers in the Rental Agreement.</p>	<p>(k) Avoid driving the Vehicle below the high tide mark of beaches or bodies of water.</p> <p>(l) Do not drive the Vehicle on any unformed tracks.</p> <p>12.4 Please note that there are specific restrictions on the locations where you can take the Vehicle and any Camping Accessories. You are not permitted to drive or take the Vehicle and any Camping Accessories:</p> <p>(a) along the Canning Stock Route;</p> <p>(b) on Fraser Island;</p> <p>(c) along the Old Telegraph Track section of Cape York; or</p> <p>(d) across Yardie Creek in the Cape Range National Park.</p>
<p>12.5 In addition to the restrictions outlined in clause 12.4, Bivouac Adventures may impose further limitations on where you can take the Vehicle and any Camping Accessories due to adverse road or weather conditions, as well as the duration of the Rental Period. If such additional restrictions are deemed necessary by Bivouac Adventures under this clause 12.5, you will be notified accordingly, and you agree to comply with these additional restrictions</p> <p>.</p> <p>12.6 You are prohibited from:</p> <p>(a) Leaving the Vehicle unlocked or unattended while unlocked.</p> <p>(b) Leaving the Vehicle unoccupied with the ignition key, keyless start device, or remote control inside.</p> <p>(c) Using the Vehicle for any commercial or hire purposes, including carrying passengers or property for payment.</p>	<p>12.9 You are prohibited from:</p> <p>(a) Allowing any unauthorised person to take control of the Vehicle or the Camping Accessories, unless authorised by Bivouac Adventures or required by law.</p> <p>(b) Allowing any person to obtain any interest in the Vehicle or the Camping Accessories, whether by security or other means.</p> <p>12.10 It is your responsibility to familiarise yourself with and comply with all relevant laws that apply to your use of the Vehicle and Camping Accessories under this Rental Agreement.</p> <p><b>13 Monitoring by Bivouac Adventures</b></p> <p>13.1 You acknowledge that the Vehicle is equipped with a tracking device for your safety and fleet management purposes. Data collected or logged by the tracking device may be used by Bivouac Adventures as evidence of any</p>

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<p>(d) Using the Vehicle for any illegal activities, races, rallies, or contests.</p> <p>(e) Towing any vehicle or trailer with the Vehicle.</p> <p>(f) Overloading the Vehicle with more passengers than permitted by law, the Vehicle manual, or as specified in the Rental Agreement.</p> <p>(g) Transporting volatile liquids, gases, explosives, corrosive or flammable materials, except for fuel in the Vehicle's tanks as originally provided and LPG gas in supplied gas bottles by Bivouac Adventures.</p> <p>(h) Using the Vehicle for transporting goods beyond what is reasonably expected for recreational purposes.</p> <p>(i) Transporting animals in the Vehicle, excluding registered disability dogs.</p> <p>12.7 It is your responsibility to take reasonable care in preventing Damage or theft of the Vehicle and the Camping Accessories. This includes:</p> <p>(a) Keeping the ignition key, keyless start device, or remote control for the Vehicle under your control until the Vehicle is returned to Bivouac Adventures.</p> <p>(b) Ensuring the Vehicle is locked with windows closed when left unattended.</p> <p>(c) Parking the Vehicle in safe locations that minimise the risk of Damage or exposure to hazards such as falling trees or branches, or water flow.</p> <p>12.8 Smoking inside or near the Vehicle or the Camping Accessories is strictly prohibited.</p>	<p>breaches of this Rental Agreement by you. All information collected in this manner will be handled in accordance with our Privacy Policy, which can be found on our website.</p> <p>13.2 Without limiting your liability under this Rental Agreement, if Bivouac Adventures reasonably suspects that:</p> <p>(a) You have been driving above the speed limit or at an inappropriate speed given the road conditions.</p> <p>(b) You have failed to comply with the usage restrictions of the Vehicle or Camping Accessories as outlined in this Rental Agreement,</p> <p>Bivouac Adventures may require a safety check of the Vehicle ("<b>Safety Check</b>"), and you will be charged a fee of \$275 for the safety check ("<b>Safety Check Fee</b>").</p> <p>13.3 You agree that you will be responsible for any Damage reported as a result of the Safety Check. This includes Loss of Use from the end of the Rental Period until the Damage is repaired or the Vehicle is replaced.</p> <p>13.4 Any Damage reported as a result of the Safety Check conducted under this clause 13 is not covered by the purchased Off-Road Expedition Protection.</p> <p><b>14 Child Vehicle Restraints</b></p> <p>14.1 In compliance with applicable Australian laws, you may be required to ensure that appropriate child car restraints are installed and used correctly in the Vehicle when driving with children.</p>
<p>14.2 If your use of the Vehicle requires the installation of child car restraints, it is your responsibility to arrange for qualified and accredited child restraint</p>	<p>15.7 You acknowledge that under no circumstances will you be reimbursed for the purchase of Non-Compliant Tyres, even if you have purchased the</p>

## BIVOUAC ADVENTURES TERMS & CONDITIONS

<p>specialists to:</p> <p>(a) Provide advice on the most suitable child car restraint for the Vehicle.</p> <p>(b) Install the child car restraint in the Vehicle.</p> <p>14.3 Please note that Bivouac Adventures does not provide advice on child car restraints or install them.</p> <p>14.4 You acknowledge that it is solely your responsibility to ensure that appropriate child car restraints are properly installed in the Vehicle when necessary or appropriate.</p> <p><b>15 Roadside Assistance, Maintenance, and Repairs</b></p> <p>15.1 Throughout the Rental Period, you must take all reasonable measures to maintain the Vehicle properly. This includes conducting daily checks of the oil, water, and batteries. If any vehicle warning lights indicate a potential malfunction, you must notify Bivouac Adventures immediately.</p> <p>15.2 Emergency repairs totalling up to \$100 may be carried out without prior authorization, and you will be reimbursed by Bivouac Adventures upon presentation of a valid tax invoice. However, repairs resulting from Damage for which you are liable under this Rental Agreement are not covered. For amounts exceeding \$100, you must obtain prior approval from Bivouac Adventures before incurring the expense.</p> <p>15.3 In the event of a breakdown, 24-hour emergency roadside assistance is available through RAC WA and its affiliated providers in other states. If you have caused or contributed to the breakdown requiring roadside assistance, you will be responsible for</p>	<p>Off-Road Expedition Protection.</p> <p><b>16 Your Liability under this Rental Agreement</b></p> <p>16.1 Subject to clause 18, you are responsible for the following liabilities under this Rental Agreement with Bivouac Adventures:</p> <p>(a) The rental charges for the Vehicle and any Camping Accessories as stated in the Rental Agreement.</p> <p>(b) Any Damage to the Vehicle, regardless of fault.</p> <p>(c) Any amounts for which you provide Bivouac Adventures with an indemnity under clause 25.</p> <p>16.2 Without limiting clause 16.1(b), the types of Damage for which you are liable include:</p> <p>(a) The costs associated with replacing lost or stolen keys, keyless entry devices, or remote controls, or the costs of retrieving such items if locked inside the Vehicle.</p> <p>(b) Damage to the awning and roof-top tents.</p> <p>(c) Damage to the tire rims.</p> <p>(d) Damage caused by exceeding the recommended load capacity of the Vehicle, as specified in the Vehicle manual.</p> <p>(e) Damage caused by drivers not listed in the Rental Agreement.</p> <p>(f) Damage caused to the Vehicle due to the use of snow chains.</p> <p>(g) Damage resulting from:</p> <p>(i) Incorrect use of fuel for the Vehicle's engine type.</p>
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## BIVOUAC ADVENTURES TERMS & CONDITIONS

<p>any associated costs.</p> <p>15.4 When replacing tires on the Vehicle, you must use Bridgestone AT Dueler tires with the size 265/65/17 ("Compliant Tyres"). For safety reasons, using other types of tires ("Non-Compliant Tyres") on the Vehicle is strictly prohibited.</p> <p>15.5 Unless you have coverage for the cost of a replacement tire or tires under the Off-Road Expedition Protection, you are responsible for the cost of repairing or replacing tires that are damaged during the Rental Period.</p> <p>15.6 Notwithstanding clause 15.5, you are not liable for the cost of repairing or replacing a tire if:</p> <p>(a) In the case of a replaced tire, it is replaced with a Compliant Tyre.</p> <p>(b) The replaced tire is defective, returned by you to Bivouac Adventures for inspection, and the tire manufacturer accepts a warranty claim for the tire.</p>	<p>(ii) Use of Bio-Diesel, which is strictly prohibited.</p> <p>(iii) Water or other fuel contamination.</p> <p>(h) Damage resulting from contaminating the water tank with fuel.</p> <p>(i) Damage to the interior of the Vehicle.</p> <p>(j) Damage caused during the loading or unloading of the Vehicle.</p> <p>(k) Damage caused by your intentional or reckless misconduct.</p> <p>(l) Damage caused to the bonnet or roof of the Vehicle, including damage resulting from sitting or standing on them.</p>
<p>(m) The costs of retrieving or recovering the Vehicle, which may include, but are not limited to, situations where the Vehicle has:</p> <p>(i) Been impounded or taken by another party;</p> <p>(ii) Become bogged, submerged, immersed, caught, trapped, stuck, stranded, or restricted in any way; or</p> <p>(iii) Been abandoned;</p> <p>(n) Damage caused by any retrieval or recovery of the Vehicle, including, without limitation, as a result of the Vehicle becoming bogged, submerged, immersed, caught, trapped, stuck, stranded, or restricted in any way; and</p>	<p>17.2 You should make all relevant inquiries to determine what insurance may be required by you in connection with the Rental Agreement, your use of the Vehicle and Camping Accessories, and your travel arrangements generally.</p> <p>17.3 You acknowledge that 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, Bivouac Adventures 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.</p>

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<p>(o) Damage caused by:</p> <p>(i) Submersion or immersion;</p> <p>(ii) Contact with saltwater;</p> <p>(iii) Being in contact with or driven on salt lakes or salt flats;</p> <p>(iv) Floods or flooding;</p> <p>(v) Beach driving;</p> <p>(vi) Any act or incident, however occurring, that causes Overhead Damage or Underbody Damage;</p> <p>(vii) Your failure to observe any warning indicators that may appear in the Vehicle or to contact Bivouac Adventures in relation to any warning indicators; or</p> <p>(viii) You attaching or installing Your own equipment to the Vehicle.</p> <p>16.3 If, in Bivouac Adventures' reasonable opinion, the damage to the Vehicle or Camping Accessories is not repairable or is uneconomical to repair, you will be liable for the replacement cost of the damaged portion of the Vehicle or Camping Accessories.</p> <p>16.4 Where there is more than one of You, Your liabilities under this Rental Agreement are owed by You jointly and severally.</p> <p><b>17 No Provision of Insurance</b></p> <p>17.1 You acknowledge that Bivouac Adventures does not offer You insurance under this Rental Agreement. Instead, Bivouac Adventures permits Your liability to Bivouac Adventures to be reduced in limited circumstances set out in this Rental Agreement where a policy of insurance held by Bivouac Adventures indemnifies Bivouac</p>	<p><b>18 Reducing Your Liability</b></p> <p>18.1 Subject to your payment of the applicable Excess for each claim in relation to the Vehicle or Camping Accessories, your liability under clause 16.1 is reduced to the extent of the amount of any proceeds Bivouac Adventures is paid on account of any claim made by it under an applicable policy of insurance Bivouac Adventures may hold in relation to that liability. In the event that Bivouac Adventures does not hold an applicable policy of insurance for all or part of your liability, or the insurer refuses to indemnify Bivouac Adventures in relation to a claim, your liability (or that part of your liability) under clause 16.1 is not subject to change.</p> <p>18.2 Nothing in this Rental Agreement limits your liability that may arise at law independently of this Rental Agreement.</p> <p>18.3 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.</p> <p><b>19 Payment of Excess</b></p> <p>19.1 Prior to Bivouac Adventures making any claim under an applicable policy of insurance in relation to a liability referred to in clause 16.1 above, you must:</p> <p>(a) Subject to clause 19.3, pay the applicable Excess in relation to that claim; and</p> <p>(b) Provide all reasonable assistance to Bivouac Adventures in making any claim, including providing all relevant information to Bivouac Adventures or its insurer.</p>
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## BIVOUAC ADVENTURES TERMS & CONDITIONS

<p>Adventures for certain losses suffered by it.</p>	<p>19.2 After a claim is made, you must continue to provide all reasonable assistance to Bivouac Adventures and its insurer, including attending any court or tribunal to give evidence or providing relevant documents if requested to do so.</p>
<p>19.3 The Excess is not payable by you in relation to a claim if Bivouac Adventures is notified by its insurer that no Excess is applicable in relation to that claim.</p> <p>19.4 If you pay the Excess and subsequently, Bivouac Adventures is reimbursed for that amount from its insurer, Bivouac Adventures will repay the amount to you after deduction of any other sums you may owe Bivouac Adventures.</p> <p>19.5 You acknowledge that it may take time for any insurance claim to be processed by Bivouac Adventures' insurer. Bivouac Adventures is not obliged to pay any sums which may become payable to you in relation to, or as a consequence of, any such claim until that claim has been resolved by the insurer.</p> <p>19.6 Nothing in this Rental Agreement imposes any obligation on Bivouac Adventures to take out any particular type of insurance policy or policies in relation to any risk associated with the Rental Agreement, the Vehicle or Camping Accessories, or your rental, possession, or use of the Vehicle or Camping Accessories.</p> <p>19.7 Where the Excess which would be payable by you in relation to a claim under an applicable policy of insurance is likely to exceed the amount of your liability, Bivouac Adventures will waive any requirement for you to pay the Excess, provided that you remain liable for, and pay, your liability.</p>	<p>(c) Damage caused by Your intentional or reckless misconduct;</p> <p>(d) Damage to any of the Camping Accessories;</p> <p>(e) Damage occurring while the Vehicle is on a beach or sand dune;</p> <p>(f) Damage caused by flooding, stranding, or immersion;</p> <p>(g) Damage to the tires of the Vehicle caused by the application of brakes or by punctures, cuts, or bursts;</p> <p>(h) Underbody Damage;</p> <p>(j) Overhead Damage;</p> <p>(k) Loss of Use;</p> <p>(l) Any Damage intentionally caused by You;</p> <p>(i) Any loss or damage to Your personal belongings or property (or any person or entity related to You or any passenger in the Vehicle); and</p> <p>(m) Any of the matters specified in clause 22.</p> <p><b>21 Off-Road Expedition Protection</b></p> <p>21.1 Off-Road Expedition Protection only applies when purchased by You prior to the time of commencement of this Rental Agreement.</p> <p>21.2 By purchasing Off-Road Expedition Protection:</p>

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<p>19.8 Nothing in this Rental Agreement imposes any obligation on Bivouac Adventures to make a claim under a policy of insurance if:</p> <p>(a) Acting reasonably, Bivouac Adventures considers that the relevant insurer will not indemnify Bivouac Adventures in relation to the proposed claim; or</p> <p>(b) Bivouac Adventures elects, in its absolute discretion, to accept payment by you of an amount equivalent to the applicable Excess in full satisfaction of your liability in relation to the proposed claim.</p> <p><b>20 Examples of Damage Not Covered by Insurance</b></p> <p>20.1 You acknowledge that even where Bivouac Adventures holds a policy of insurance, that policy will not cover all of your liability referred to in clause 16.1 above.</p> <p>20.2 You acknowledge that it is not possible to state every loss which may be covered by an applicable policy of insurance held by Bivouac Adventures. However, the following types of loss (regardless of fault) are NOT covered by insurance:</p> <p>(a) Damage caused by your breach of this Rental Agreement;</p> <p>(b) Damage incurred while you are driving the Vehicle and:</p>	<p>(a) Your liability under this Rental Agreement to pay the Excess for each claim is reduced in circumstances where Bivouac Adventures makes a claim under an applicable policy of insurance in relation to a liability referred to in clause 16.1 above; and</p> <p>(b) You are entitled to be reimbursed by Bivouac Adventures for certain limited types of Damage as specified in clause 21.7 in any event.</p> <p>21.3 Off-Road Expedition Protection only applies to the liabilities expressly referred to in this clause 21.</p> <p>21.4 A summary of the different types of Off-Road Expedition Protection coverage is set out in the table below:</p>
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<b>OFF-ROAD EXPEDITION PROTECTION- \$1,000 Excess</b>			
Vehicle Type	Excess	Inclusions	Fee
Bivouac Adventures Adventurer & Alpine Vehicles (Adventurer Category)	\$1000	<ul style="list-style-type: none"> <li>- 1 windscreen*</li> <li>- 1 tyre*</li> <li>- Vehicle retrieval and recovery costs of up to \$5,000 (in the aggregate)#</li> </ul>	\$59 per day (capped at \$2,450)



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<b>OFF-ROAD EXPEDITION PROTECTION PLUS - \$500 Excess</b>			
Vehicle Type	Excess	Inclusions	Fee
Bivouac Adventures 4WD Camper Vehicle (Camper Category)	\$500	<ul style="list-style-type: none"> <li>- Unlimited windscreens*</li> <li>- 2 tyres*</li> <li>- Vehicle retrieval and recovery costs of up to \$5,000 (in the aggregate)#</li> </ul>	\$79 per day (capped at \$3,450)
<b>BOND EXPEDITION PROTECTION - \$5000 Bond</b>			
Vehicle Type	Excess	Inclusions	Fee
Bivouac Adventures 4WD Camper Vehicle (Camper Category) & Adventurer & Alpine Vehicles (Adventurer Category)	\$0	<ul style="list-style-type: none"> <li>- 1 windscreen*</li> <li>- 2 tyres*</li> <li>- Vehicle retrieval and recovery costs of up to \$5,000 (in the aggregate)#</li> </ul>	\$5000 One Time Payment. After assessment of the returned vehicle the outstanding amount will be refunded within 10 business days after return.

\*Accidental damage only

# Excludes Damage to the Vehicle or Camping Accessories caused by (i) the circumstances leading to the need for the Vehicle to be retrieved or recovered or (ii) the retrieval or recovery. You will remain liable for that Damage subject to any reduction in accordance with clause 18.1.

<p><b>21.5 If you purchase "Off-Road Expedition Protection - \$1,000 Excess":</b></p> <p>(a) the Excess is reduced from \$5,000 to \$1,000 for an additional charge of \$59 per day (which, subject to clause 21.11, is capped at \$2,450 for a rental period in excess of 50 days); and</p> <p>(b) You are not liable for the Damage specified in clause 21.7(a).</p> <p><b>21.6 If you purchase "Off-Road Expedition Protection Plus - \$500 Excess":</b></p> <p>(a) the Excess is reduced from \$5,000 to \$500 for:</p> <p>(i) an additional charge of \$79 per day (which, subject to clause 21.11, is capped at \$3,450 for a rental period in excess of 50 days) in the case of a</p>	<p><b>21.7 Subject to clause 13.4, the Damage in respect of which You are not liable under the Off-Road Expedition Protection is as follows:</b></p> <p>(a) in the case of "Off-Road Expedition Protection - \$1,000 Excess", the replacement of one (1) windscreen due to Accidental Damage, the replacement of one (1) tyre due to Accidental Damage, and Vehicle retrieval and recovery costs of up to \$5,000 (in total);</p> <p>(b) in the case of "Off-Road Expedition Protection Plus - \$500 Excess" for Bivouac Adventures Camper 4WD Vehicles (Camper Category), the replacement of the windscreen due to Accidental Damage, regardless of the number of times the windscreen is Accidentally damaged during the Rental Period, the replacement of two (2) tyres due to Accidental Damage, and Vehicle</p>
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<p>Bivouac Adventures 4WD Camper Vehicle (Camper Category); or</p> <p>(b) You are not liable for the Damage specified in clause 21.7(b).</p>	<p>retrieval and recovery costs of up to \$5,000 (in total); and</p> <p>(c) in the case of "Off-Road Expedition Protection PLUS - \$0 Excess" for Bivouac Adventures Toyota Prado Vehicles and Bivouac Adventures 4WD Camper Vehicles, the replacement of one (1) windscreen due to Accidental Damage, the replacement of two (2) tyres due to Accidental Damage, and Vehicle retrieval and recovery costs of up to \$5,000 (in total).</p>
<p>21.8 Vehicle retrieval and recovery costs do not cover any Damage to the Vehicle or Camping Accessories caused by:</p> <p>(a) the circumstances leading to the need for the Vehicle to be retrieved or recovered; or</p> <p>(b) the actual retrieval or recovery process.</p> <p>The cost of such Damage is not included in the Off-Road Expedition Protection, and You will remain responsible for that amount, subject to any reduction in accordance with clause 18.1.</p> <p>21.9 You acknowledge that even if You purchase Off-Road Expedition Protection, it does not reduce Your liability in situations where the Damage is not covered by clause 21.7 and one or more of the following conditions apply:</p> <p>(a) there is no applicable insurance policy;</p> <p>(b) a policy held by Bivouac Adventures does not cover Your liability; or</p> <p>(c) the amount of liability is less than the Excess payable.</p> <p>21.10 If You have purchased Off-Road Expedition Protection prior to the start of this Rental Agreement and during the Rental Period an event occurs that:</p>	<p><b>22 Exclusions of Liability</b></p> <p>22.1 Without limiting any other provision of the Rental Agreement, You agree and acknowledge that, regardless of whether You have Off-Road Expedition Protection, You are responsible for any loss or damage (including theft) to:</p> <p>(a) Your personal belongings or property, or the personal belongings or property of any other person, including any person or entity related to You or any passenger in the Vehicle;</p> <p>(b) any travel or accommodation expenses incurred by You;</p> <p>(c) Bivouac Adventures' inability to supply the Vehicle or Camping Accessories (excluding any amounts payable to You under clause 8);</p> <p>(d) Your inability to use the Vehicle or the Camping Accessories during Your Rental Period due to the need for repair or replacement resulting from Damage caused, contributed, or incurred by You; or</p> <p>(e) any consequential loss or damage suffered by You, such as loss of income or missed opportunities.</p> <p>22.2 You irrevocably release and discharge Bivouac Adventures, its employees, and agents from any liability</p>

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<p>(a) may result in Bivouac Adventures making a claim under an applicable insurance policy concerning the Vehicle or Camping Accessories; or</p> <p>(b) leads to Damage estimated at a value equal to or exceeding \$5,000; then:</p> <p>(c) the Off-Road Expedition Protection ends immediately following that event;</p> <p>(d) provided You are not in breach of this Rental Agreement, you may purchase new Off-Road Expedition Protection within 48 hours of the event occurring, covering the period from the date of the event until the end of the Rental Period; and</p> <p>(e) unless You purchase new Off-Road Expedition Protection, you must pay the Bond.</p> <p>21.11 For the purpose of calculating the cap on the daily charge for the new Off-Road Expedition Protection mentioned in clause 21.10(d) above, the date of the event is considered the first day, regardless of the number of days for which You previously had Off-Road Expedition Protection.</p> <p>21.12 If You purchase new Off-Road Expedition Protection in accordance with clause 21.10(d), You will receive a credit for any daily charge paid for the previous Off-Road Expedition Protection for any day or days after the date of the event. However, if the cap for the previous Off-Road Expedition Protection has already been reached on or before the date of the event, you are not entitled to any credit under this clause.</p>	<p>to You (regardless of fault) for any loss or damage referred to in clause 22.1.</p> <p>22.3 Bivouac Adventures' liability to You for any fault or failure of the Vehicle or Camping Accessories not caused or contributed by You is limited to a maximum amount of \$200 per day for each day:</p> <p>(a) You are unable to use the Vehicle or Camping Accessories; and</p> <p>(b) Bivouac Adventures has not provided a substitute vehicle or camping accessories in place of the Vehicle or Camping Accessories,</p> <p>subject to a cap of the total hire charges paid by You under the Rental Agreement.</p>
<p><b>23 In the Case of an Accident</b></p> <p>23.1 If You are involved in a motor vehicle accident, You must:</p>	<p>(a) For written notice of cancellation received 91 days or more prior to the commencement of the Rental Period, a cancellation charge of \$75 is payable by You.</p>

## BIVOUAC ADVENTURES TERMS & CONDITIONS

- (a) stop and remain at the scene for as long as necessary to fulfil Your obligations under this clause and as required by law;
- (b) call the appropriate emergency services number if anyone is injured or if emergency assistance is needed;
- (c) collect the names and addresses of other drivers or persons involved in the accident, their vehicle registration details, make, model, and the name and contact details of their insurer (if any);
- (d) gather the names and addresses of any witnesses present;
- (e) report the accident to the police, regardless of the estimated cost of damage;
- (f) refrain from accepting blame or insisting the other party is at fault;
- (g) if possible, take photographs of the damage to all vehicles involved; and
- (h) report the accident to Bivouac Adventures within 24 hours and provide them with all reasonable assistance and information related to the accident.

23.2 If the Vehicle is no longer drivable following an accident, Bivouac Adventures will make reasonable efforts to provide a replacement vehicle. The availability of a replacement vehicle is subject to availability, Your location, and the remaining Rental Period at the time of the accident.

23.3 If a replacement vehicle is available, You will be responsible for arranging Your own transportation to the nearest Bivouac Adventures pick-up location at Your own expense. A new security deposit or the purchase of a new Off-Road Expedition Protection (if applicable) will be required for the

(b) For written notice of cancellation received 90 days or less prior to the commencement of the Rental Period, the cancellation charge will be calculated as a percentage of the estimated daily hire rate for the Vehicle and any Camping Accessories for the duration of the Rental Period, multiplied by the number of days of the Rental Period (Total Hire Charge). The applicable percentage depends on when the written notice of cancellation is provided and is determined according to the following table:

Time before commencement of Rental Period written notice is given	Percentage of Total Hire Charge You must pay
90 to 55 days	10%
35 to 54 days	30%
30 to 34 days	50%
2 to 29 days	90%
1 day or less	100%

24.3 If You do not collect the Vehicle and any Camping Accessories from the designated location, on the specified date and time as stated in the Schedule, You will be considered in breach of this Rental Agreement. Regardless of whether the Vehicle and Camping Accessories have been collected or not, You will remain fully responsible for the payment of 100% of the Total Hire Charge, and no refund will be provided.

24.4 If, after deducting the applicable charges calculated under this clause 24, there is an amount owed to You by Bivouac Adventures, You will be refunded that sum within 10 business days.

### **25 Your Indemnity to Bivouac Adventures**

25.1 Subject to the provisions of this clause 25, You agree to indemnify and

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<p>replacement vehicle. The rental of the replacement vehicle will otherwise be governed by the same terms and conditions as outlined in this Rental Agreement for the remaining duration of the Rental Period.</p> <p><b>24 Cancellation Charges</b></p> <p>24.1 By making a booking for the Vehicle and Camping Accessories and paying any amount towards their rental, You agree to be bound by this Rental Agreement immediately.</p> <p>24.2 You have the option to cancel Your booking and terminate this Rental Agreement by providing written notice of cancellation to Bivouac Adventures before the start of the Rental Period, subject to the payment of a cancellation charge as outlined below:</p>	<p>hold harmless Bivouac Adventures, its employees, and agents against any claims, demands, and expenses (including legal costs) incurred or sustained by them in relation to:</p> <p>(a) Your possession or use of the Vehicle or Camping Accessories;</p> <p>(b) any breach by You of this Rental Agreement; or</p> <p>(c) claims or demands by any person for Third Party Loss in relation to Your possession or use of the Vehicle or Camping Accessories.</p>
<p>25.2 Nothing in this clause 25.1 releases or indemnifies Bivouac Adventures from any obligation of Bivouac Adventures in circumstances where Bivouac Adventures is found to have acted negligently.</p> <p>25.3 Nothing contained in this Rental Agreement shall exclude any express or implied conditions, warranties, or requirements that cannot be excluded under the Competition and Consumer Act 2010 (Cth) or any other applicable laws.</p> <p><b>26 Traffic Offences and Tolls</b></p> <p>26.1 You are responsible for tolls and any traffic or parking offences that occur during your rental of the Vehicle from Bivouac Adventures.</p> <p>26.2 If any unpaid tolls or infringement notices for traffic or parking offences are received by Bivouac Adventures relating to your rental period or when the Vehicle is in your possession or control, Bivouac Adventures will</p>	<p>(d) The Vehicle or Camping Accessories are not returned on the agreed return date, or Bivouac Adventures reasonably believes that they will not be returned on the agreed return date;</p> <p>(e) Bivouac Adventures reasonably believes the Vehicle or the Camping Accessories to be abandoned.</p> <p>27.2 You acknowledge that in the event of such termination or repossession, you are not entitled to a refund of all or any part of the hire or other charges for the Rental Period.</p> <p><b>28 Credit card authority</b></p> <p>28.1 Bivouac Adventures is entitled to retain and you authorise Bivouac Adventures to retain the details of the credit card provided by you in connection with the Rental Agreement, in accordance with the Privacy Policy.</p> <p>28.2 You irrevocably authorise Bivouac Adventures to charge the credit card provided by you an amount equivalent</p>

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<p>provide the relevant authority with your information as the driver of the Vehicle at that time. The authority will then issue the infringement or toll notice to you.</p> <p>26.3 Bivouac Adventures may charge you a processing fee of up to \$75 for each infringement or toll notice to cover the costs incurred in processing the notices.</p> <p><b>27 Termination of the Rental Agreement by Bivouac Adventures</b></p> <p>27.1 You acknowledge that Bivouac Adventures reserves the right to terminate the Rental Agreement, repossess the Vehicle and Camping Accessories (including entering premises to remove them), and charge you the reasonable costs of repossession, including towing charges, under the following circumstances:</p> <p>(a) You are in breach of any material term of this Rental Agreement, including but not limited to clauses 4, 7, 10.5, 11, 12, and 24;</p> <p>(b) You have obtained the Vehicle or Camping Accessories through fraud or misrepresentation;</p> <p>(c) Bivouac Adventures reasonably believes that the safety of the passengers or the condition of the Vehicle or Camping Accessories is endangered.</p>	<p>to your liability under this Rental Agreement or an estimate of that amount.</p> <p>28.3 The authority referred to in clause 28.2 survives the termination of this Rental Agreement and may be acted upon during or after the conclusion of the Rental Period.</p> <p>28.4 Without limiting the charges that may be made pursuant to this authority, they include amounts under:</p> <p>(a) clause 4 (Payments);</p> <p>(b) clause 5 (Collection and Return of Vehicle);</p> <p>(c) clause 6 (Change of Vehicle Return Location, Time or Date);</p> <p>(d) clause 7 (Late Return or to a Different Location);</p> <p>(e) clause 9 (Security Bond);</p> <p>(f) clause 13 (Monitoring by Bivouac Adventures);</p> <p>(g) clause 15 (Roadside Assistance, Maintenance, and Repairs);</p> <p>(h) clause 16 (Your Liability under this Rental Agreement);</p> <p>(i) clause 19 (Payment of Excess);</p> <p>(j) subject to your election for such cover, clause 21 (Off-Road Expedition Protection);</p> <p>(k) clause 24 (Cancellation Charges); and</p> <p>(l) clause 26 (Traffic Offences and Tolls).</p> <p>If an amount is charged by Bivouac Adventures pursuant to the authority given by this clause, Bivouac Adventures</p>
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	<p>will provide you with an itemized invoice of the amount charged.</p>
<p><b>29 Title to the Vehicle and Security Interests</b></p> <p>29.1 Bivouac Adventures retains title to the Vehicle at all times.</p> <p>29.2 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 or the Camping Accessories.</p> <p>29.3 Bivouac Adventures may register any security interest held by it arising under, in connection with, or contemplated by this Rental Agreement on the Personal Property Securities Register (PPSR) without notice to you. To the extent permitted by law, you waive any rights you may have to receive notice of that registration or a change to that registration. You agree to do all things that Bivouac Adventures may reasonably require to ensure that Bivouac Adventures has a perfected security interest in, and has priority over any other security interests in, the Vehicle and Camping Accessories.</p> <p><b>30 Privacy</b></p> <p>30.1 Bivouac Adventures will collect personal information in accordance with this Rental Agreement. Any information collected by Bivouac Adventures will be handled in accordance with the Privacy Policy. You agree that Bivouac Adventures may collect, use, and disclose Your personal information in accordance with the Privacy Policy.</p>	<p><b>31 Governing Law</b></p> <p>31.1 The Rental Agreement is governed by and is to be interpreted in accordance with the laws applicable in Western Australia. Each party agrees to submit to the non-exclusive jurisdiction of the courts in 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.</p> <p><b>32 Entire Agreement</b></p> <p>32.1 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.</p> <p><b>33 Severance</b></p> <p>33.1 Any provision of this Rental Agreement that is illegal, void, or unenforceable is only ineffective to the extent to which the provision is illegal, void, or unenforceable, without invalidating the remaining provisions.</p>