



## Conditions for 4WD Car Rental (Australia)

Valid 1 December 2011 to 31 March 2013

### Summary of Rental Conditions

This document contains a brief summary of our rental conditions. The full details of our rental contract do apply. Rates quoted are in Australian dollars.

### Rate Inclusions

For specific rate inclusions, please refer to Contract Rate Sheets.

### Rental Period

One rental day consists of 24 consecutive hours.

When returning a vehicle, we allow a grace period of 29 minutes, after which the customer is liable for and extra day's charge at a higher rate.

No refund will be given on unused days.

### Rental Charges

Rentals will be charged based on the rate applicable on the of vehicle collection. If a vehicle is collected on the 15 September and is on rental until the 15 October, the entire rental will be charged at the rate applicable on the 15 September.

### Inclusive Rate

Add AU\$43.75 Gross per day to the daily rate.

The Inclusive Rate includes: \$2,200 Liability (\$1,100 Accident Damage Liability + \$1,100 Single Vehicle Accident Liability), Unlimited Kilometres, 10% GST, 3% Administration Fees/Taxes, Pre-Hire Cleaning Fees, Vehicle Consultation Fee, 24hr Roadside Assistance, Extra Driver Fees.

Clients can pay at the counter on the day of pick-up an additional charge of \$10 per day to reduce their liability to NIL (only at participating locations).

### Branches

4WD Corporate Metro Locations Australia			
Branch	Address	Branch Hours	Phone
<b>Cairns Downtown</b>	147 Lake Street,	Mon-Fri 0730-1730	07 4051 6399
	Cairns, Queensland	Sat-Sun 0730-1630	
<b>Melbourne Downtown</b>	97 Franklin Street,	Mon-Fri 0730-1800	03 96636244
	Melbourne, Victoria	Sat 0800-1600	
		Sun 0830-1700	
4WD Licensee Remote Locations Australia			
Branch	Address	Branch Hours	Phone
<b>Broome Airport</b>	McPhearson Street	0830-2030 except	08 9192 1428
	Broome, Western Australia	Thu&Sun 0900-1800	
<b>Kununurra Airport</b>	Great Northern Hwy Kununurra, Western Australia	Mon-Sun 0700-1800	08 9169 1424
4WD Corporate Remote Locations Australia			
Branch	Address	Branch Hours	Phone
<b>Alice Springs Downtown</b>	34 Stott Terrace,	Mon-Fri 0900-1500	08 8952 8697
	Alice Springs, Northern Territory	Sat-Sun Closed	
<b>Ayers Rock Downtown</b>	Resort Shopping Square,	Mon-Sun 0800-1600	08 8956 2244

**Apollo Motorhome  
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ABN 81 051 584 153

#### **Head Office**

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Ayers Rock, Northern Territory			
<b>Darwin Downtown</b>	Shop 41, Mitchell Centre 55-59 Mitchell Street, Darwin, Northern Territory	Mon-Fri 0800-1700 Sat-Sun 0800-1400	08 8941 0944
<b>4WD Licensee Metro Locations Australia</b>			
<b>Branch</b>	<b>Address</b>	<b>Branch Hours</b>	<b>Phone</b>
<b>Plympton - Adelaide</b>	286 Anzac Highway Plympton, South Australia	Mon-Fri 0730-1700 Sat-Sun 0830-1200	08 8371 1311
<b>Brisbane - Boondall</b>	Sandgate and Zillmere Roads Boondall, Queensland	Mon-Sun 0700-1700	07 3865 1044
<b>Sydney - Arncliffe</b>	129 Princes Hwy Arncliffe, New South Wales	Mon-Fri 0700-1730 Sat-Sun 0700-1200	02 9556 1222
<b>Welshpool - Perth</b>	130 Welshpool Rd Welshpool, Western Australia	Mon-Fri 0700-1730 Sat 0700-1700 Sun 0700-1200	08 9451 1244

\*Please note for Public Holiday pick-ups and/or returns the Downtown locations may be closed.

Transfer

Vehicles must be collected and returned to the branches outlined on the clients booking confirmation. Transfers to and from the branch are not included in the rental price. It is the renter's responsibility to get to and from the depot.

Administration Fees / Taxes

Our rates include 10% GST, Vehicle Registration Recovery Fee and Administration Fee Recovery.

Credit Cards

Payment made to Apollo at time of booking:

Apollo only accepts Visa, MasterCard, American Express and Diners Club. Visa and MasterCard will incur an additional 2% surcharge on any transaction. American Express and Diners Club will incur an additional 4.5% surcharge on any transaction.

Payment made to Hertz at pick-up:

Hertz accept all major credit cards. All credit card payments will incur an additional fee of 0.8%.

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. We do not accept any liability for variances up or down. Refunds by credit card can take up to 15 working days depending on the renter's Financial Institution.

Rental Duration

The minimum rental period is two days. Refer to the one way rentals section for one way minimum rental periods.

Driver's Licence and Minimum Age

A current and full motor vehicle driver's licence is required. If the driver's licence is not in the English language then an international driver's licence is also required. An accredited English translation will be accepted in lieu of an international driving permit. The driver's licence must have been held for at least one year and be valid for the whole length of the rental. The original driver's licence must be shown at time of pick-up when the driver is present.



Drivers must be 21 years of age or over. For drivers 75 years of age or over, a current medical certificate stating that the customer is fit to drive for the duration of the hire is required upon vehicle collection.

One Way Rentals

All One Way Fees are collected at the rental counter at of rental and cannot be prepaid.

All One Way Rentals must be a minimum of 7-days duration and will incur a fee of \$990 (inc GST). Exceptions are detailed in the table below:

Destination	Minimum Rental Days	Fee (INC GST)
Within Metro Region (excl Perth)	7+ Days	\$660
Broome to/from Kununurra	3+ Days	\$880
Within Northern Territory	2 Days	\$330
	3+	Free
Alice Springs to/from Ayers Rock	3-6 Days	\$110
	7+ Days	Free
Adelaide to Northern Territory Locations (Darwin, Alice Springs, Ayers Rock)		
1 December 2011 to 31 July 2012	7+ Days	Free
1 August 2012 to 31 March 2013	7+ Days	\$330
Northern Territory Locations (Darwin, Alice Springs, Ayers Rock) to Adelaide		
01 December 2011 to 31 March 2012	7+ Days	Free
1 April 2012 to 31 July 2012	7+ Days	\$330
1 August 2012 to 31 March 2013	7+ Days	Free
To/From: Perth, Melbourne, Sydney, Brisbane, Cairns		
To/From: Northern Territory Locations (Darwin, Alice Springs, Ayers Rock)		
01 April 2012 to 31 March 2013	7+ Days	\$990
To/From: Perth		
To/From: Darwin		
01 April 2012 to 31 March 2013	7+ Days	\$1,430
From: Darwin, Alice Springs, Ayers Rock		
To: Melbourne, Sydney, Brisbane, Cairns, Perth		
01 October 2011 to 31 March 2012	7+ Days	\$220

- One Ways originating from Kununurra are restricted to rentals to Broome/Perth/ Darwin Only
- One ways originating from Broome are restricted to rentals to Kununurra/ Perth/ Darwin Only

Additional Products:

- Baby Seats - Baby seats (must be pre-booked) suitable for children 6 months to 3 years of age can be supplied with the Group R vehicle. Cost is \$16.50 (inc GST) per day per rental. Cost is capped at \$82.50 per 30-day rental period.
- Booster Seats - Booster seats (must be pre-booked) suitable for children between 3 and 8 years of age can be supplied with the Group R vehicle. Cost is \$16.50 (inc GST) per day per rental. Cost is capped at \$82.50 per 30-day rental period.
- GPS - \$15.40 (inc GST) per day. For rentals commencing from the 01 March 2012 the cost is capped at 10-days every 30-day rental period.

Multiple Rentals

Group R vehicles are not available for multi hire discounts.

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#### Availability – Group R

Group R is on request basis only.

#### Travel Restrictions

Damage Cover (DC) is invalid under the following circumstances:

##### Tasmania

- Vehicles cannot be driven or taken into or out of Tasmania via Ferry.

##### Alpine Resorts

- Vehicles cannot be driven above the snowline.

##### Unsealed roads

- **Group R vehicles** may be taken on unsealed roads, but can only be driven on recognised roads or tracks. Off road driving is not permitted.

##### Beach/Salt Water

- Vehicles cannot be taken on any beach or be taken into or exposed to salt. Vehicles cannot be taken to Fraser Island.

##### Northern Territory

- Vehicles are not permitted to be driven into Jim Jim Falls or Twin Falls.
- Only Group R vehicles may be driven on the Mereenie Loop Road with a damage excess which can be reduced.

##### Western Australia

- Only Group R vehicles may be driven on the Gibb River Road, the Tunnel Creek Road, the Windjana Gorge Road, the Cape Leveque Road or to the Bungle Bungles.

##### South Australia

- No vehicle may be driven north from the Oodnadatta Track. This includes the following areas: Dalhousie Springs, Mount Dare, Witjira National Park, Pedirka Desert

##### Kangaroo Island

- Group R vehicles may be taken to Kangaroo Island.
- Standard terms and conditions apply if a vehicle is damaged on the ferry.
- One way rentals are not available to/from the Island.

##### Dusk to Dawn Driving

- Night driving is not permitted in any region designated as remote (Northern Territory, Kimberley, Exmouth, Kangaroo Island). This is a road safety issue. If an accident occurs between dusk and dawn the renter is responsible for all damage irrespective of the circumstances.

##### Trains

- Vehicles may be taken on trains.

#### Change of Drop Off Destination

If the renter wishes to change the drop off destination after the rental has commenced, they first must obtain authorisation from the Apollo Head Office. Subject to the change being approved, a minimum additional charge of \$700 will apply.

#### Rental Extension

If the customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Reservations who will advise of the additional costs. Rental extension is subject to fleet availability. Additional days will be charged, direct to the client, at the local "Extra Days" rate.

Failure to obtain authorisation will result in the renter being charged double the daily gross rental rate.

#### Infringements Fees

We reserve the right to charge the renter for any speeding, toll way or parking fines not reported on return of the vehicle. In addition to these costs, we reserve the right to charge for associated administration costs for processing the fines (irrespective of excess). An infringement administration fee of \$33 will be applicable.

#### Tollway Infringements

Most toll roads in Australia are fully electronic – i.e.: there are no toll booths to pay with cash. If a renter chooses not to purchase available "e-passes" they will be liable for any applicable toll charges plus the Infringement administration fee.



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### Roadside Assistance

In the unlikely event of your vehicle being disabled, we offer a 24 hour Roadside Assistance service. Please call 1800 996 010 if this service is required.

If a breakdown occurs in any areas outside major cities including the Northern Territory, Roadside Assistance may take extended hours to fulfil

### Change of Vehicle

Should the vehicle booked be unavailable through unforeseen circumstances, we 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 renter to a refund.

### Vehicle Category

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

### Voluntary Downgrade

Should the renter decide to take a lesser vehicle than booked within 14 days of pick up or during the rental then they will not be entitled to any refund.

### Limit of Liability

In the event of no alternative vehicle being available to the renter our liability is limited to a refund of the hire charge or in the case of mechanical failure (unless caused by the renter) the remainder of the hire period.

### Important

We reserve the right to refuse any rental at our discretion.

### Animals

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

### Smoking

Smoking is not allowed in our vehicles.

### No Shows

Where a client does not pick up their rental vehicle at the date and time confirmed on the reservation, Apollo reserves the right to charge a No Show fee equal to the cost of one rental day as per the reservation.

### Booking Amendments

If an amendment is made to the rental dates within 14 days of collection, no refund will be made if the length of hire is shortened (that is; the rental will be charged at the number of days originally booked). A relocation fee may apply if the collection or return location is amended within 14 days of vehicle pick up or if notification occurs during the hire.

### Travel Insurance

We strongly recommend that renters ensure they take out the highest level of Travel Insurance.

### PROTECTION PACKAGE

#### Third Party Property and Injury Insurance Cover

Third Party Property Liability Insurance is automatically covered under a third party property damage Master Policy executed by the rental company and is subject to the renter complying with all Terms and Conditions of the rental and payment of the Accident Damages Excess. Third Party



Liability cover for personal injury is governed by separate Government legislation in each Australian State and Territory. The right to claim may be limited by the legislation and excesses may apply.

There are many factors relevant to a determination of which third party liability cover for personal injury will apply in the event of an accident, such as the state or territory in which a vehicle is registered, the state or territory in which the accident occurs and the state or territory in which another driver or injured person resides. Should an accident in which a person is injured occur, the renter must contact the police and the rental company.

This summary of the cover available throughout Australia is meant as a guide only and no warranty of accuracy or reliability is given or responsibility accepted by the rental company for the information contained below. In the event of an accident, the renter should make independent enquiries of the relevant insurer of the vehicle.

Queensland:	Injured person or the dependents of a deceased person can bring claim for damages against a negligent party.
New South Wales:	Compensation is available for persons injured or killed by the negligence of a motor vehicle driver. At fault drivers are not covered
Western Australia:	Damages may be claimed by persons injured or by the relatives of a person killed by the negligence of a motor vehicle driver.
South Australia:	Damages may be claimed by persons injured or by the relatives of a person killed by the negligence of a motor vehicle driver.
Victoria:	Combination of no fault and negligence indemnity. Statutory benefits in the nature of weekly payments during incapacity for work, impairment benefit annuities, medical and like expenses and death benefits may be available regardless of the question of fault. In addition, damages may be claimed by persons seriously injured or killed by the negligence of a motor vehicle driver.
Northern Territory:	Claims for damages may be brought by persons injured by the negligence of a motor vehicle driver or by the dependents of a deceased person. Entitlement to no fault statutory benefits restricted to residents of Northern Territory. Non residents may apply to the Board of the Territory Insurance Office to be treated as a resident.

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#### Standard Liability – All Locations

Apollo rental charge includes a Standard Liability of \$8,800 (\$4,400 Standard Liability plus \$4,400 Single Vehicle Accident Liability).

*Single Vehicle Accident means any incident in which the vehicle is involved, which does not involve the rental vehicle colliding with another moving vehicle, including but not limited to rollovers, collisions with animals, and reversing into stationary objects.*

Standard Liability does NOT cover Tyres and Windscreens on 4WD vehicles.

*The Standard Liability can be reduced by taking the following Reduction Option:*

#### Liability Reduction Option 1

- Is NOT available at Broome and Kununurra
- Includes Windscreen Cover
- Is capped at 10-days every 30-days rental period
- Is void if the vehicle is immersed in water, or if overhead or underbody damage occurs to the vehicle

A Liability of NIL applies. This Option can be purchased by paying \$63 per day at pick-up.

#### Bond/Deposit

A Bond/Deposit of \$400 will be collected at the time of entering into the Rental Contract.

For security purposes, only a credit card can be used to provide a Bond/Deposit. Sufficient funds must be available on the credit card to cover the Bond/Deposit.

The credit card holder must be present and able to sign for the Bond upon vehicle collection. The credit card holder is jointly and severally liable for any damage to the rental vehicle.



The Bond is fully refundable when the vehicle is returned to the correct location on time, is full of fuel and all other terms of the Rental Contract have been complied with. If there is damage to the vehicle on its return, the Bond will be used to cover the cost of such damage up to the amount of the relevant Liability. However, if the terms of the Rental Contract are breached and the Bond is insufficient to cover the damage then any extra cost will be charged.

#### Full Responsibility

- The renter accepts full responsibility for any of the following situations:
  - any damage arising from a collision with an animal whilst the vehicle is being driven between the hours of sunset and sunrise in the Northern Territory, the Kimberley region (including Broome and Kununurra) and Kangaroo Island
- All Locations:
  - damage caused by negligence of the driver or any of the passengers of the vehicle (including damage caused by total or partial immersion in water, including crossing a (waterway)
  - damage caused by negligence of the driver or any of the passengers of the vehicle resulting in under body and over head damage to the vehicle
  - any damage caused by an action which resulted in a criminal charge being laid
  - any damage caused to the body of the vehicle by sitting or climbing on the roof or any part of the vehicle
- All Renter Protection Services are subject to the renter complying with the rental companies standard rental terms and conditions.
- All Pricing and Rates are subject to change with 10-days written notice.

#### Rates/Terms/Conditions

Are subject to change without notice.

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