



## Jucy Australia Terms and Conditions EFFECTIVE 28 FEB 2010 - 31 MARCH 2011

This rental agreement is made on the date specified in the Schedule on the reverse side hereof ("the Schedule") between Jucy Rentals ("the owner") and the customer ("the hirer") whose name and address appears in the Schedule. The owner and hirer agree as follows:

### 1) RATES AND CONDITIONS

Rates and conditions quoted in our brochures and/or documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by Jucy. Please note all prices are quoted and payable in Australian dollars.

### 2) DEFINITIONS

"This Agreement" means the Rental Agreement and these Terms and Conditions. "Customer" means the person or persons nominated as the hirer and any person whose credit card is presented for payment of the Customer's charges. "Jucy" means Jucy Pty Limited. "Rental Period" means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control. "Vehicle" means the Vehicle hired by the Customer and includes tyres, tools, accessories, camping utensils, and all other equipment, documents, or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

### 3) RENTAL DURATION

**3.1** Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is rented, the day of pick-up is counted as day one of the rental, regardless of pick-up time. The day of the Vehicle's return is counted as the final day of the rental regardless of drop-off time.

**3.2** Minimum rental period is 5 days. Minimum rental period for one-way rentals is 10 days, depending on location. Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.

**3.3** Late pick up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

### 4) DELIVERY AND RETURN OF THE VEHICLE

**4.1** The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and full bottle of gas (if applicable).

**4.2** The Customer will return the Vehicle in a clean condition with a full fuel tank and a full bottle of gas (if applicable, and subject to any pre-purchase fuel and/or pre-purchase gas option being taken), on the return date, time and location set out in the Rental Agreement.

**4.3** The Customer acknowledges that Jucy will reasonably determine what, if any, refund may be warranted if the Vehicle is returned or the Customer ceases to have the use of the Vehicle prior to the return date.

**4.4** All camps are to be returned by 1400hrs on the day of drop-off.

### 5) CHANGE OF DROP-OFF DESTINATION

If the Customer wishes to change the drop-off destination, they must first obtain authorisation from the Reservations centre. Subject to the change being approved and additional charge of up to AU\$1250 may apply, which will be notified to you at time of approval. The fee may apply in all cases irrespective of the reason for location change.

### 6) RENTAL EXTENSION

**6.1** If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Jucy. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension.

**6.2** Failure to obtain an authorisation for a rental extension will result in a late fee of AU\$150 per day in addition to the daily rental rate (plus excess reduction charges) for each day until the vehicle is returned. The daily rental rate charged will be the rate applicable on the day of extension (which may differ from the original rate booked) per vehicle for the extended rental period.

### 7) ONE-WAY RENTALS

**7.1** One-way rentals are available between all branch locations.

**7.2** Minimum hire period for one-way rentals is 10 days. Shorter one-way rentals will be considered, however if accepted a one-way fee may apply.

### 8) MULTIPLE RENTALS

Should a Customer have more than one rental, the bookings can be combined to qualify for longer-term hire discounts. Jucy Campa hire in Australia and New Zealand and/or car hire in New Zealand can be combined to qualify if travel is within a 3-month period.

### 9) LICENCE

A full (non probationary) resident country driver's licence must be presented at the time of rental for each nominated driver. If the licence is not in English format, an international driver's licence is also required.

### 10) AGE RESTRICTIONS

Drivers must be 18 years of age or over. 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.

### 11) USE OF THE VEHICLE

**11.1** The Customer agrees that, during the Rental Period, the Customer will not allow the Vehicle to be: **a)** driven otherwise than in a prudent and cautious manner. A single vehicle rollover is considered a breach of this condition and the customer will be responsible for the first AU\$5,000 of the cost of damage regardless of fault; **b)** driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law; **c)** left with the ignition key in the Vehicle while it is unoccupied; **d)** damaged by: **(i)** submersion in water; **(ii)** contact with salt water; **(iii)** creek or river crossing; **(iv)** driving through low plain flooded areas; **(v)** beach driving **e)** used for any illegal purpose or in any race, rally or contest; **f)** used to tow any vehicle or trailer; **g)** used to carry passengers or property for hire or reward; **h)** used to carry more persons than is permitted by any relevant authority or detailed in the

Vehicle manual or on the Vehicle or specified in this to carry volatile liquids, gases, explosives or other corrosive material.

**11.2** Road restrictions apply as follows: Vehicles must not be used on any unsealed road (being a road not sealed with a hard material or concrete). Off road conditions include, but are not limited to: sand, tracks, fields or paddocks. The only exception to this is access roads to recognized commercial campgrounds.

**11.3** We value your well being, and for safety purposes Jucy 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 hire period. Jucy will advise you on pick up of any travel restrictions known at that time.

**11.4** Where Jucy mandates a change in drop off location, fees as per clause 6 will not apply.

**11.5** The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of Jucy.

**11.6** The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs.

**11.7** The Customer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and will contact Jucy immediately should vehicle warning lights indicate any potential malfunction.

**11.8** The Customer and passengers shall adhere to the Jucy Safety Card provided with each vehicle. Jucy accepts no liability for injury or damage caused due to incorrect or unsafe use of the vehicle or any of its features.

### 12) MAINTENANCE AND REPAIRS

**12.1** Jucy will reimburse customers for expenditure up to AU\$100 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over AU\$100, Jucy will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the Customer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

**12.2** Subject to the terms of the Excess Reduction, the Customer will pay for the cost of repairing or replacing the tyres damaged during the Rental Period except if the tyre is defective and is returned by the Customer to Jucy for inspection and is subject to a warranty claim on the manufacturer.

**12.3** The Customer will be liable for any cost associated with the incorrect use of fuel (being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel.

**12.4** Except where Stress-Free Cover has been taken, the Customer will pay Jucy the daily rental rate for the period the vehicle is off fleet for accident repairs.

### 13) ON-ROAD ASSISTANCE

Any problems associated with the Vehicle, including equipment failure, must be reported to Jucy within 24 hours in order to give Jucy the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Jucy reserves the right to not accept liability for any claims submitted after this period. Please contact Jucy on: 1800 150 850 or 07 3236 9882.

### 14) VEHICLE AVAILABILITY

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

**14.2** Jucy will endeavour to supply the vehicle category selected, however should the vehicle booked be unavailable through unforeseen circumstances, Jucy reserve the right to substitute an alternative vehicle without prior notification. The alternative vehicle shall be as close a substitute for the booked vehicle as possible. Jucy will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required.

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

**14.4** Where Jucy cannot provide a vehicle for a confirmed reservation, Jucy's liability is limited to a refund of the unused portion of the rental fee only.

### 15) TITLE TO VEHICLE

The Customer acknowledges that Jucy retains title to the Vehicle at all times. The Customer shall 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.

### 16) FOR YOUR PROTECTION

Personal injury is covered in most cases through Registration Third Party Insurance. However, we strongly recommend that all people travelling in Australia take out Personal Travel Insurance. Jucy does not accept any liability for personal injuries sustained during rental.

### 17) VEHICLE DAMAGE – EXCESS REDUCTION OPTIONS

**17.1** The Customer understands that: **a)** the Vehicle is insured for third party Vehicle and property damage; **b)** the Customer will have to pay an excess in respect of any damage incurred whilst in the Customer's possession; **c)** the excess may be reduced by taking out Excess Reduction coverage (see below)

**17.2** Any Excess Reduction is void, and the Customer will be responsible for the total cost of any damage if the Customer breaches any of the conditions of clause 11.

**17.3** If no Excess Reduction Option is taken, the customer is responsible for the first AU\$2500 of the cost of damage as described in clause 17.6

#### EXCESS REDUCTION OPTIONS

The Customer is required to take one of the following excess reduction options:

- **RISK-TAKER:** Excess AU\$2500.00 (included in per day rate)
- **CHANCE-IT:** Excess AU\$800.00, Pay an additional AU\$15.00 per day
- **STRESS-FREE:** Excess NIL, Pay an additional AU\$25.00 per day

**17.4** The excess applies in respect of each claim, not rental.

**17.5** 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 only if Jucy is successful in recovering the cost of the damages from the third party. Please

note that third party Claims can take months or even years to resolve.

**17.6** Damage includes any and all damage to third party property, damage to the rented vehicle including windscreens, tyres, 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 repair.

#### 18) STRESS-FREE COVER

Stress-Free Cover is a full cover option. Subject to clauses 17 and 19, where Stress-Free Cover is taken out, the hirer will not have to pay any excess for any damage to the vehicle, including tyres, all window/glass breakages (with the exception of sunroof and roof pod), under body and overhead damage.

**JUCY STRONGLY RECOMMENDS OUR CUSTOMERS TAKE STRESS-FREE COVER FOR TRAVEL WITH COMPLETE PEACE OF MIND.**

#### 19) EXCLUSIONS

**19.1** The Customer acknowledges that they are responsible for all costs for the following damage unless the Stress Free Cover option is taken: damage to the roof or underbody of the vehicle, roof pod, windows and mirrors, engine and drive train, wheel bay, wheels and tyres. The Customer is aware of these exclusions and accepts liability for the full repair cost for such damage.

**19.2** The Customer acknowledges that they are responsible for all costs for the following damage irrespective of Excess Reduction options that may have been taken. Damage as identified below is specifically excluded from any Excess Reduction or Stress-Free Cover limitation of liability and the Customer remains fully liable for all costs incurred: **a)** For any damage due to vehicle use in contravention of clause 11 "Use of Vehicle"; **b)** Any damage caused by willful misconduct (e.g sitting or standing on the bonnet or roof of the Vehicle) and driving under the influence of alcohol or drugs and negligence resulting in damage to the hired Vehicle or third party vehicle/property; **c)** For any loss or damage to Personal belongings: Jucy recommends the Customer does not leave valuables in the vehicle and that they take out personal insurance; **d)** If the Customer is proven to have not abided by the current road rules, resulting in damage to the hired Vehicle or third party vehicle/property; **e)** The cost to retrieve or recover a vehicle, which has become bogged; **f)** The cost to replace keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle; **g)** For any costs relating to overhead or under body damage however caused (not excluded with Stress-Free Cover); **h)** 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; **i)** Any damage to the sunroof; **j)** Any damage caused by driving while the vehicle's engine is overheated; and **k)** Any damage caused to the interior or roof pod of the vehicle.

#### 20) VEHICLE SECURITY DEPOSIT

**20.1** On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit. The Customer authorises Jucy to deduct from the Security Deposit any amounts due by them to Jucy arising out of the agreement. The Vehicle Security Deposit amount is determined by the Excess Reduction Option selected.

**20.2** If the Customer does not take the Chance-It or Stress-Free options, the Security Deposit is AU\$2500 payable by credit card only. A credit card authorisation and credit card imprint will be taken.

**20.3** If the Chance-It option has been taken the Security Deposit is AU\$800 payable by credit card only. A credit card authorisation and credit card imprint will be taken.

**20.4** If the Stress-Free option has been taken, an imprint of the customers credit card details will be held on file as a security that the contract is not breached while on hire, however no excess is applicable

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

**20.6** Jucy reserves the right to retain an AU\$125 soiling fee if the Vehicle is not returned with the interior in a clean condition and free of mud.

#### 21) PROCEDURES IN CASE OF ACCIDENT

If the Customer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

**a) AT THE ACCIDENT SCENE THE CUSTOMER MUST:** **1.** Obtain the names and addresses of third parties and any witnesses. **2.** Report the accident to police, regardless of estimated damage costs. **3.** Not accept blame or insist the other party is at fault. **4.** If possible, photograph damage to all vehicle(s) and registration number(s). **5.** Phone the nearest Jucy Branch with the accident's details within 24 hours.

**b) AT THE BRANCH:** **1.** The Customer must produce their Driver's Licence and hand over the police report (if applicable) and any supporting photographs. **2.** The Customer is required to pay the excess (if applicable) and any other amount due by them in respect to any damage arising from an accident, loss, or damage. This amount is payable at the time of reporting "the event" and not at completion of the Rental Period. **3.** The Jucy Customer Service Representative will ensure the motor Vehicle Accident Report is completed clearly and accurately signed by the Customer.

**c) EXCHANGE VEHICLE:** **1.** The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, client location, accident liability and remaining hire duration. Client charges may be incurred (see below). **2.** If an exchange Vehicle is required as a result of an accident, the Customer is responsible for making their own way to the nearest Jucy branch or pick up location at their own cost. **3.** The Customer will pay for any costs relating to delivery of a change over vehicle as a result of any single vehicle accident. This charge applies irrespective of any excess reduction taken. **4.** A new Security Bond will be required for the exchange vehicle.

**d) TIME FRAME FOR SETTLEMENT OF CUSTOMER EXCESS CLAIMS:** **1.** Jucy shall use best endeavours to ensure that any money due back to the client is forwarded as quickly as possible, however third party claims can take months or even years to resolve. Jucy cannot force the destiny of these claims, and the customer acknowledges that handling of these claims is up to Jucy's Insurer and the third party, whether they be insured or not. **2.** Jucy agrees to refund any Excess refunds applicable within 60 days of receiving final resolution and payment relating to third party claims. **3.** For information regarding outstanding claims or Excess refunds please contact the Claims Department on +61 7 3236 9882 during office hours. **4.** The customer agrees to provide all reasonable assistance to Jucy in handling any claim including providing all relevant information and attending Court to give evidence.

**IMPORTANT NOTE:** Under no circumstances should the Customer attempt to start or drive a vehicle that has been involved in an accident, damaged by roll-over, water submersion or any other means without permission from Jucy. If the vehicle is un-driveable after an accident and the Customer would like to have a replacement vehicle, which will be subject to time, distance and availability, the Customer must make his/her own way (at the Customer's expense) to the nearest Jucy branch. Should the Customer require a change over vehicle, a new Excess Reduction policy will be required.

#### 22) INFRINGEMENTS

Jucy reserves the right to charge the Customer for any traffic or parking fines or unpaid toll notices received; associated administration costs and/or accidents including third party property damage not reported on return of the Vehicle. The administration fee per incident or fine/notice received will be AU\$50.

#### 23) RENTAL CHARGES

Total charges as set out in your rental agreement are not final. The Customer will pay any shortfall in charges to Jucy and the Customer will receive a refund for any over charges made by Jucy. Wherever possible, any amendment to charges will be notified to the customer at conclusion of rental, and the customer agrees to payment of any such charges at the time.

#### 24) PAYMENT OF CHANGES – JOINT AND SEVERAL LIABILITY

All charges and expenses payable by the Customer under this Agreement are due on demand by Jucy including any collection costs and reasonable legal fees incurred by Jucy. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the Customer pursuant to this Agreement.

#### 25) CREDIT CARD PAYMENT

**25.1** If a credit card is presented as payment, the credit card holder will be jointly and severally liable as a Customer.

**25.2** The following credit cards will be accepted: Visa, MasterCard, and American Express.

**25.3** When payment is made by credit card, the Customer agrees that: **a)** Jucy is irrevocably authorised to complete any documentation and take any other action to recover from the Customer's credit card issuer all amounts due by the Customer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a third party and all other additional charges as they are incurred including all parking and traffic infringement penalties, road toll fines and associated administration costs; **b)** The Customer will not dispute his/her liability to Jucy for any amount properly due under this Agreement and the Customer shall indemnify and keep indemnified Jucy against any loss incurred (including legal costs) by reason of notifying the Customer's credit card issuer of such dispute; **c)** In the event that Jucy elect to accept payment of the Security Deposit by holding a signed and authorised open credit card voucher which is returned to the Customer at the completion of the Rental Period, the Customer agrees that Jucy is entitled to recover payment from the Customer's credit card issuer pursuant to paragraph (a) in respect of any amounts due which were not known at the time of return of the voucher; and **d)** Jucy may process credit card charges pertaining to the rental after the hire period.

**25.4** The Customer acknowledges that all transactions under this Agreement are conducted in Australian dollars. Due to exchange rate fluctuations and bank fees, there may be a variance between the amount initially debited against the Customer's credit card and the amount refunded. Jucy accepts no liability for any such variation.

#### 26) 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.

#### 27) CONDITIONAL UPON PAYMENT

The Customer agrees that provision of any rental vehicle is conditional upon Jucy being paid (prior to travel commencing) by the Travel Agent or Travel Wholesaler who arranged the vehicle rental on the Customer's behalf.

#### 28) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

**28.1** The Customer acknowledges that Jucy may terminate this Agreement and repossess the Vehicle (and for that purpose enter upon any premises and remove the vehicle) at any time, without notification to the customer, and that the Customer will pay the reasonable cost of repossessing the Vehicle, including towing charges if: **a)** The Customer is in breach of any material term of this Agreement, particularly clause 12; **b)** The Customer has obtained the Vehicle through fraud or misrepresentation; **c)** The Vehicle appears to be abandoned; **d)** The Vehicle is not returned on the agreed return date or Jucy reasonably believes that the Vehicle will not be returned on the agreed return date; or **e)** Jucy considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

**28.2** The Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges or the Security Deposit.

#### 29) CANCELLATIONS

**29.1** If a booking is amended within the cancellation fee period and subsequently cancelled, the cancellation fee for the original booking will apply.

**29.2** The cancellation fees for campervans are: If a booking is cancelled prior to the vehicle being collected, the customer must pay Jucy 20% of the booking value. If the vehicle is returned early for any reason whatsoever, no refund applies.

#### 30) PROPER LAW

This Agreement is governed by the laws of the state of Queensland, Australia, and Australia where applicable.

#### 31) CUSTOMER WARRANTIES

The Customer warrants that all information supplied by them to Jucy in connection with this Agreement is true.

#### 32) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this Agreement.

#### 33) LIMIT OF LIABILITY

In any incident where Jucy fails to meet its obligations under this agreement, Jucy's liability is strictly limited to a refund of the unused portion of the rental.