BRITZ RENTAL AGREEMENT
TERMS AND CONDITIONS

Australian Campervan & 4WD Rentals

Effective: 01 April 2011 – 31 March 2012

Thank you for choosing Britz. We are very proud of our product and our reputation, and we have built our business on providing the best possible experience for our customers. Your safety and security are our greatest concerns, so to assist you in making your holiday a wonderful experience, it is important for you to carefully read these terms and conditions. Should you have any questions about these terms and conditions please contact us on freecall 1800 331 454. These terms and conditions do not exclude, restrict or modify the application of any provision, the exercise of any right, or the imposition of any liability under any statute (including the Australian Consumer Law).

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 Britz. Any booking amendments will result in the rate booked being re-calculated at the rate applicable on the date of amendment. 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. Refer to clauses 25 and 32 for information about the Vehicle Security Deposit requirements and credit card payments.

'Britz' means Tourism Holdings Australia Pty Ltd.

'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
CAMPERVANS

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 with the following exceptions. 4, 5 & 6 berth rentals from Sydney over the Bathurst period, and Melbourne over the Moto GP period require a minimum of 7 days. 4, 5 & 6 berth rentals between 15 December and 5 January require a minimum of 10 days and all other vehicles over this time 7 days. Minimum rental period for all one-way hires is 7 days. 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.

4WD CARS

3.4 Unlike Campervans, rental days are calculated on a 24-hour basis.

3.5 Minimum rental period is 5 days for 4WD cars with a 7-day minimum for one-way rentals. Minimum rental periods are subject to change and any such change will be notified to you prior to booking confirmation.

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

3.7 Britz allows a grace period of 59 minutes before the Customer is liable for late return charges.

- 1 hour late, one third of the daily rate will apply.
- 2 hours late, two thirds of the daily rate will apply.
- 3 hours late, one full day rate will apply.

4) Delivery and return of vehicle

4.1 The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and a 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. Failure to adhere to these requirements will result in additional charges. Should the Customer have the pre-purchase fuel and/or the pre-purchase gas option there is no refund for unused fuel and/or gas.

4.3 The Customer acknowledges that Britz 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.

5) Branch hours of operation

Britz Branches are open 7 days per week. Branches are closed Christmas Day (25 December). Britz requests that clients collecting or returning their vehicle to be in the office by 3:30pm.

The Brisbane, Ballina/Byron Airport, Sydney, Melbourne, Hobart, Adelaide and Perth branches are open from 7:30am to 4pm, September to April, and 10am to 4pm, May to August. The Alice Springs, Darwin, Broome and Cairns branches are open from 7:30am to 4pm, May through to October, and 10am to 4pm, November to April.

Please ensure that you allow adequate time to complete the required paperwork when collecting or returning your vehicle. All vehicles must be collected from and returned to a Britz Campervan branch.

6) 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, an additional charge of up to AU$700 may apply, which will be notified to you at time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change.

7) Late drop-offs

7.1 If the Customer wishes to drop-off the Vehicle after business hours, they must first get approval from the destination branch.

7.2 Subject to approval, a fee of AU$150 is applicable and the Customer will be required to pay an extra day's Liability Reduction Premium (based on the Liability Reduction Option selected) as they will be held responsible for the Vehicle up until the time that it is checked in by a Britz staff member.

8) Rental extension

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

8.2 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 Liability 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.

9) Rentals in Broome

An additional remote location fee of AU$650 applies to all Vehicles picking up or dropping off in Broome. Only one remote location fee is charged per Vehicle. This is in addition to any One-Way fee if applicable.

10) Airport concession fee

An airport concession fee applies to Vehicles with pick-up or drop-off from airport locations. Fees vary between airports and are subject to change. Details of charges can be obtained upon booking or from the Customer Service Representative upon pick-up.

11) One-way rentals

11.1 One-Way rentals are available between all branch locations. One-way rentals when the Vehicle is a 4WD into or out of Tasmania are subject to request and must be confirmed by Britz before travel.

11.2 A One-Way fee of AU$260 applies where vehicle collection originates from Cairns, Brisbane, Byron/Ballina Airport, Sydney, Melbourne, Hobart or Adelaide and returns to one of these locations. Should the hire originate or return to Darwin, Broome, Alice Springs or Perth the one-way fee is AU$360. One-way fees are additional to any other fees that may apply.

12) Multiple rentals
Should a Customer have more than one rental, the bookings can be combined to qualify for longer-term hire discounts. Campervan hire in Australia, New Zealand, and South Africa and/or car hire in New Zealand for both Britz and Maui can be combined to qualify if travel is within a 3-month period.

13) Extra driver fee
There are no fees for additional drivers.

14) 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.

15) Age restrictions
Drivers must be 21 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.

16) Use of the vehicle
16.1 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$7,500 of the cost of damage as described in clause 22.8 regardless of fault. The AU$7,500 is debited from the Customer's credit card immediately upon notification of accident to Britz. A single Vehicle rollover may include, but is not limited to, a Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle;
(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 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 Agreement;
(i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and
(j) used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
16.2 Road restrictions apply as follows:
(a) 2WD vehicles must not be used on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete). Off road conditions include, but are not limited to: fire trails, beaches, sand, tracks, fields or paddocks. The only exception to this is reasonable use of access roads limited to a maximum of twelve kilometres in length to recognised commercial campgrounds.
(b) 4WD vehicles can be driven on recognised unsealed tracks.
(c) 4WD vehicles may only travel to the following areas with the written permission of Britz: Simpson Desert, Strzelecki Track, Gunbarrel Highway, Cape York, the Bungle Bungles, Oodnadatta Track, Birdsville Track, Tanami Track, the Plenty Highway, Gibb River Road, Burke Development Road from Chillagoe to Normanton, Savannah Way from Normanton to Borroloola, Fraser Island*, Finke Road (between Alice Springs and Oodnadatta), Central Arnhem Road and Arnhem Land in general, and
(d) Vehicles are not permitted on the Canning Stock Route, the Old Gunbarrel Hwy, the Lost City in Litchfield Park, the Telegraph section of the road to Cape York, Boggy Hole (Finke Gorge National Park) and the Old South Road from Maryvale to Finke at any time. Travel to Cape York between the months of December to May is not permitted. The Customer is responsible for all damage if travelling on these roads as defined in clause 22.8.
* The Britz Safari 4WD is not permitted to travel to Fraser Island where any objects are being stored on the roof of the vehicle. This requirement is legislated and fines, enforced by local authorities are applicable.
16.3 We value your well-being, and for safety purposes, Britz reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the hire period. Britz will advise you on pick-up of any travel restrictions known at that time.
16.4 Where Britz mandates a change in drop off location, fees as per clause 6 will not apply.
16.5 The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of Britz.
16.6 The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs.
16.7 The Customer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and will contact Britz immediately should vehicle warning lights indicate any potential malfunction.

17) Maintenance and repairs
17.1 Britz will reimburse customers for expenditure up to AU$200 (campervans only) reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over AU$200, (campervans only) Britz 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.
17.2 Subject to the terms of the Liability Reduction, the Customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period except if the tyre is defective and is returned by the Customer to Britz for inspection and is subject to a warranty claim on the manufacturer.

18) On-road assistance
Any problems associated with the Vehicle, including equipment failure, must be reported to Britz within 24 hours in order to give Britz the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Subject to clause 27, Britz reserves the right to not accept liability for any claims submitted after this period.
Please contact Britz on: 1800 331 454

19) Vehicle availability
19.1 Vehicles cannot be requested by make or model, only by vehicle category.
19.2 Britz will endeavour to supply the vehicle category selected, however should the Vehicle booked be unavailable through unforeseen circumstances, Britz 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. Britz will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required.
19.3 Should the Customer decide to take a lesser vehicle than booked they will not be entitled to any refund.

20) Title to vehicle
The Customer acknowledges that Britz 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.

21) 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. Britz does not accept any liability for personal injuries sustained during rental.

22) Vehicle damage – Liability Reduction Options
22.1 The Customer understands that:
(a) the Vehicle is insured for Third Party Vehicle and property damage;
(b) the Customer will have to pay a Liability in respect of any damage incurred whilst in the customer's possession;
(c) the Liability may be reduced by taking out Liability Reduction coverage.
22.2 Any Liability Reduction is void, and the Customer will be responsible for the total cost of any damage (as per clause 22.8) if the Customer breaches any of the conditions of clause 16 and 24.
22.3 If no Liability Reduction Option is taken, the Customer is responsible for the first AU$7,500 of the cost of damage as described in clause 22.8.
22.4 With Liability Reduction Option 1 the Customer is responsible for the first AU$2,500 where the rented vehicle is a 2WD or AU$3,500 where the rented vehicle is a 4WD of the cost of damage as described in clause 22.8.
22.5 With Liability Reduction Option 2 when the rented vehicle is a 2WD the Customer will not have to pay a liability for any damage to the vehicle, subject to clause 24. With Liability Reduction Option 2 when the rented Vehicle is a 4WD the Customer is responsible for the first AU$500 of the cost of damage as described in clause 22.8.
22.6 The Vehicle Security Deposit applies in respect of each claim, not rental.
22.7 The Liability 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 Vehicle Security Deposit will be refunded only if Britz are 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.
22.8 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.

23) 4WD Easy Cover Option (4WDEASY)

The 4WD Easy Cover Option is only available with 4WD hires and when Liability Reduction 2 has been purchased.

Subject to clauses 22 and 24 the 4WD Easy Cover Option extends the cover available for 4WD's to include a NIL liability, cover for accidental damage to the overhead and underbody sections of the 4WD Vehicle (this does not include single vehicle rollover), unlimited tyre and windscreen cover and towing and vehicle recovery costs in the event towing and vehicle recovery is required from 4WD roads where permission from Britz is required to travel in advance (see 16.2 (c) for a list of these roads). Customers requiring vehicle towing and vehicle recovery from a road listed within this section will be responsible for up to AU$7,500 for towing and vehicle recovery in the event of not having this cover irrespective of the Liability Reduction Cover Option the Customer may have.

BRITZ STRONGLY RECOMMENDS OUR CUSTOMERS TAKE LIABILITY REDUCTION OPTION 2 AND IN THE CASE OF 4WD HIRE, 4WD EASY COVER FOR TRAVEL WITH COMPLETE PEACE OF MIND.

24) Exclusions

The Customer acknowledges that they are responsible for all costs for the following damage irrespective of Liability Reduction options that may have been taken. Damage as identified below is specifically excluded from any Liability Reduction or 4WD Easy 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 16 '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: Britz recommend the Customer does not leave valuables in the vehicle and that they take out personal travel insurance;

(d) if the Customer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local 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, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;

(f) the cost to replace keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle;

(g) overhead and underbody damage to the 4WD vehicle – except where 4WD Easy Cover has been purchased (does not cover single Vehicle rollover);

(h) overhead and underbody damage to the 2WD vehicle - except where Liability Reduction 2 has been purchased (does not cover single Vehicle rollover);

(i) towing and vehicle recovery costs (up to AU$7,500) from a 4WD road where permission is required in advance from Britz in order to travel (refer to road restrictions 16.2 (c) for a full list of these roads) where the Customer has not purchased 4WD Easy Cover;

(j) for damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual;

(k) 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;

(l) any damage caused to the vehicle due to the use of snow chains; and

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

25) Vehicle security deposit

25.1 On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit. The Customer authorises Britz to deduct from the Vehicle Security Deposit any amounts due by them to Britz arising out of the agreement. The Vehicle Security Deposit amount is determined by the Liability Reduction Option selected. Only the Customer's credit card is suitable for the purpose of supplying a Vehicle Security Deposit.

25.2 If the Customer does not take Liability Reduction Option 1 or Option 2, the Vehicle Security Deposit is AU$7,500 payable by the Customer's credit card only. The amount will be debited to the Customer's account immediately.

25.3 If Liability Reduction Option 1 has been taken the Vehicle Security Deposit is AU$2,500 in the case of the rented Vehicle being a 2WD and AU$3,500 in the case of the rented Vehicle being a 4WD, payable by the Customer's credit card only. The amount will be debited to the Customer's account immediately.

25.4 If Liability Reduction Option 2 has been taken the Vehicle Security Deposit is AU$220 (2WD Vehicles) or AU$500 (4WD vehicles), payable by the Customer's credit card only. An imprint of the Customers credit card will be taken for the required Vehicle Security Deposit amount.

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

25.6 Britz reserves the right to retain an AU$220 soiling fee if the Vehicle is not returned in a clean condition and free of mud. This includes smoking related cleaning, as smoking is not permitted in the vehicle. The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional AU$125 soiling fee will be retained.

25.7 Except where the Customer has purchased Pre-purchase Gas Option and/or Pre-purchase Fuel Option, failure to return the vehicle with full petrol, diesel and/or LPG tanks will result in refill charges.

26) 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 Britz 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 liability (if applicable) and any other amount due by them in respect of 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 Customer will pay Britz the daily rental rate for the period the Vehicle is off fleet for accident repairs.
4. The Britz 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, Customer location, accident liability and remaining hire duration. Additional 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 Britz branch or pick-up location at their own cost.
3. Britz may offer the Customer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver to deliver the exchange vehicle to the Customer's location.
4. 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 Liability Reduction taken.
5. A new Vehicle Security Deposit will be required for the exchange Vehicle.

(d) Time Frame for Settlement of Customer Liability Claims
1. Britz shall use best endeavours to ensure that any money due back to the Customer is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve. Britz cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to Britz's Insurer and the Third Party, whether they be insured or not.
2. Britz agrees to refund any Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment relating to Third Party claims.
3. For information regarding outstanding claims or Vehicle Security Deposit refunds please contact the Claims Department on +61 3 8398 8800 during office hours.
4. The Customer agrees to provide all reasonable assistance to Britz 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 rollover, water submersion or any other means without permission from Britz. 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 Britz branch. Should the Customer require a change over vehicle, a new Vehicle Security Deposit is required and this amount is determined by the Liability Reduction Option.

27) Release and indemnity of Britz

27.1 The Customer releases Britz, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle.

27.2 The Customer hereby indemnifies and shall keep indemnified Britz, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customers use and/or possession of the Vehicle.

27.3 Any indemnity required of the Customer shall not operate to indemnify Britz in respect of any negligent act by Britz.

27.4 Nothing contained in these terms and conditions shall exclude any express or implied conditions, warranties or requirements that cannot be so excluded under the Trade Practices Act or any other corresponding state legislation that may be applicable.

28) Infringements

Britz reserves the right to charge the hirer for any speeding, toll way or parking fines and/or Vehicle damage including Third Party property damage not reported on return of the Vehicle. In addition to these costs, Britz reserve the right to charge for associated administration costs for processing the fines (irrespective of liability) and/or all claims in the event of the Customer not having a NIL liability. In addition to the costs associated per fine and/or claim, an administration fee of AU$60 will be applicable.

29) Rental charges

Total charges as set out in your rental agreement are not final. The Customer will pay any shortfall in charges to Britz and the Customer will receive a refund for any overcharges made by Britz. 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 that time.

30) Administration Fee

A surcharge of 3% of the total cost will be levied to cover state government taxes, duties, vehicle registration recovery and administration costs. This is included in the rate.

31) Payment of charges -joint and several liability

All charges and expenses payable by the Customer under this Agreement are due on demand by Britz including any collection costs and reasonable legal fees incurred by Britz. 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.

32) Credit card payment

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

32.2 The following credit cards will be accepted: Visa Card, MasterCard and American Express. A non-refundable 2% administration fee will apply to all Visa and MasterCard transactions. A non-refundable 4.5% administration fee will apply to American Express cards. Credit card administration fees also apply to debited vehicle security deposits. Only the Customer's credit card is acceptable to use for the purpose of the Vehicle Security Deposit.

32.3 When payment is made by credit card, the Customer agrees that:

(a) Britz is irrevocably authorised to complete any documentation and to 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 Britz for any amount properly due under this Agreement and the Customer shall indemnify and keep indemnified Britz 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 Britz elect to accept payment of the Vehicle 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 Britz 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) Britz may process credit card charges pertaining to the rental after the hire period.

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

33) 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.

34) Conditional upon payment

The Customer agrees that provision of any rental vehicle is conditional upon Britz being paid by the Travel Agent or Travel Wholesaler who arranged the vehicle rental on the Customer's behalf. Britz reserves the right to collect payment from the Customer in the event of a failure by the Travel Agent or Travel Wholesaler to pay for the rental.

35) Terminating the agreement and repossessing the vehicle

35.1 The Customer acknowledges that Britz may refuse any rental, terminate this Agreement and/or 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 costs of repossessing the Vehicle, including towing charges if:

(a) the Customer is in breach of any material term of this Agreement, particularly clauses 16 and 39;

(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 Britz reasonably believe that the Vehicle will not be returned on the agreed return date; or

(e) Britz considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

35.2 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 Vehicle Security Deposit.

36) Cancellations

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply.

Cancellation fees apply as follows:

- If cancelled up to 22 days prior to pick-up: No Fee
- If cancelled from 21 to 7 days prior to pick-up: 20% of Gross Rental
- If cancelled 6 to 1 days prior to pick-up: 50% of Gross Rental
- If cancelled on day of pick up or No-Show: 100% of Gross Rental
- If Vehicle is returned early for any reason whatsoever: No refund available

37) Proper Law

This Agreement is governed by the laws of the state of Victoria.

38) Customer warranties

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

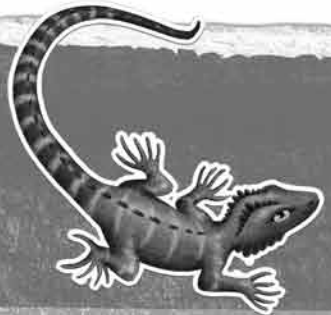
39) Entire agreement

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.

THR2745-18 AU

BRANCH LOCATIONS

- Adelaide
- Alice Springs
- Byron Bay/Ballina Airport
- Brisbane
- Broome
- Cairns
- Darwin
- Hobart
- Melbourne
- Perth
- Sydney



Freecall
1800 331 454
www.britz.com.au