

Mighty AU – Consumer Cars Terms & Conditions

1 April 2014 to 31 March 2015

PLEASE NOTE

This document contains a summary of some of the rental conditions. For full detailed conditions, refer to the rental agreement provided upon vehicle collection.

- Rates and conditions quoted are subject to change without notice.
- Rates are GROSS, in Australian dollars; include 10% GST and Administration Fee and Vehicle Registration Recovery Fee unless otherwise stated.
- Rental basis: 24 hour

INCLUDED IN GROSS RATES

- Vehicle liability (liability of AU\$385.00 or AU\$990.00 for the Large 4WD, Premium 8 Seater Van and Intermediate Van applies)
- Premium location surcharge (vehicle only)
- Unlimited kilometres (with the exception of the Large 4WD and the Intermediate Van)
- 4WD Cover (Intermediate 4WD and Large 4WD vehicle will be covered while travelling on unsealed roads. In the event of a Single Vehicle Accident or third party loss that occurs on an unsealed road, a Single Vehicle Accident Liability Fee (SVALF) of AU\$2200 will apply.
- Additional driver fees
- Vehicle Registration Surcharge
- 24 hrs road service help line (toll free)
- 10% GST and Administration Fee and Vehicle Registration Recovery Fee

Flight numbers must be supplied for all bookings made at airport locations. Please advise at time of booking.

ADDITIONAL HIRE ITEMS/SERVICES

- Baby / Booster seat
 - AU\$11.00 per day
 - (maximum charge of AU\$77.00 per rental)
- These items must be pre arranged at the time of booking and are payable on pick up.

SATELLITE NAVIGATION/GPS UNITS

- Navigation/GPS units
 - AU\$12.65 per day
 - (maximum charge of AU\$126.50 per rental)
- These items must be pre arranged at the time of booking and are payable on pick up.

*A Premium Location Surcharge applies to Additional hire items. Fees vary depending on the pick-up location and will be calculated and charged upon vehicle collection.

RENTAL DURATION

- Rental days are calculated on a 24-hour basis.
- Minimum rental period is 2 days for Airport, Metro and Country locations and 1 day for Remote and Remote Airport locations.
- Minimum rental periods apply to one-way rentals.

Early return of vehicle does not entitle the hirer to any refund of the unused portion of the rental. Mighty allows a grace period of 30 minutes before the hirer is liable for late return charges. Late return fees are applicable as follows:

- 30 minutes late, one full day rate will apply

ONE-WAY RENTALS

- Minimum rental periods apply to one-way rentals.
- A one-way fee will apply on certain routes.

*A Premium Location Surcharge applies to one-way fees. Fees vary depending on the pick-up location and will be calculated and charged upon vehicle collection.

EARLY RETURN OF VEHICLE

There are no refunds available for unused rental days if the vehicle is returned earlier than booked to return.

FREQUENT FLYER POINTS

Frequent flyer points are not redeemable with this offer.

FOR YOUR PROTECTION

Personal injury is covered in most cases through registration Third Party insurance. Mighty strongly recommend that all people traveling in Australia take out personal travel insurance.

All vehicles are insured for any damage to the vehicle or to the property of a Third Party.

The hirer is responsible for the "liability" being the first AU\$385.00 (AU\$990.00 for the Large 4WD, Premium 8 Seater Van and Intermediate Van) of the cost of damage to Third Party property or to the rented vehicle, including towing and recovery costs, theft, fire, break-in or vandalism and tyre, headlight and windscreen damage. This also includes the cost of the daily rental for the period the vehicle is off fleet for accident repairs.

The liability applies in respect of each claim, not rental.

The liability is applicable regardless of who is at fault and must be paid at the time the accident report is completed, or at the completion of the rental, whichever occurs first. The liability will be refunded to the hirer if the costs are successfully recovered.

Note: For those in the USA, "liability" refers to the "deductible".

WHEELS, WINDSCREEN AND IRIDESCENCES COVER

Vehicles	Cost per day
All (except Large 4WD, Premium 8 Seater van and Intermediate van)	AU\$11.00

When the Windscreen, Wheels and Iridescences Cover has been purchased the cost of damage occurring to the windscreen, wheels and iridescences will be covered, payable at pick up. This cover is not available for the Large 4WD, Premium 8 Seater Van and Intermediate Van)

Please see the 'Exclusions' section, whereby all liability cover will be made void.

*A Premium Location Surcharge applies to Wheels, Windscreens and Iridescences Cover. Fees vary depending on the pick-up location and will be calculated and charged upon vehicle collection.

SNOW COVER – (June to October)

Only all-wheel drive (AWD) vehicles are permitted above the snow line. Snow cover must be purchased and is AU\$22.00 (AU\$35.00 for the Large 4WD) per day inclusive of GST. This cannot be pre-booked but can be added to the rental upon vehicle collection.

*A Premium Location Surcharge applies to Snow Cover. Fees vary depending on the pick-up location and will be calculated and charged upon vehicle collection.

EXCLUSIONS

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

1. Vehicles used by you or by any authorised driver (unless authorised by us in writing) on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete with the exception of the Intermediate 4WD or Large 4WD vehicle. No vehicle may be used in off-road conditions. Off-road conditions include, but are not limited to: fire trails, beaches, sand, tracks, fields or paddocks.
2. Any water related damage, which includes but is not limited to:
 - a) any vehicle submersion

- b) creek or river crossing
 - c) driving through low plain flooded areas
 - d) beach driving
3. Personal belongings. Mighty recommends the hirer does not leave valuables in the vehicle and that they have travel insurance to cover for the loss/damage of personal belongings.
 4. Any breach of the terms of the rental agreement. The hirer will be responsible for the total cost of any damage. This will also include any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs.
 5. The cost to retrieve or recover a vehicle, which may include, but is not limited to a vehicle that has become bogged, submerged or has been abandoned.
 6. The incorrect use of fuel (fuel being diesel or petrol) or contaminated fuel. The hirer will be responsible for any associated cost.
 7. The cost to replace keys, which have become lost or retrieval of keys, which have been locked in a vehicle.
 8. External modifications: if any external modifications are made to the vehicle and the vehicle is damaged as a result of this modification the hirer is responsible for the total cost of the damage.
 9. Overhead and underbody damage to the vehicle.
 10. Any damage sustained to the rented vehicle as a result of a collision with an animal between the hours of dusk to dawn in Northern Territory Locations and Broome, Western Australia. All damage and recovery costs will be the responsibility of the hirer.
 11. All towing charges are in addition to the damage liability where exclusions are breached.
 12. The vehicle rented may only be used to carry the maximum number of passengers as dictated by the vehicle type. If more passengers are carried then what is allowed Mighty does not accept any liability.
 13. 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.
 14. Vehicles are not permitted to travel on ferries. The exception to this is a ferry crossing to and/or from Adelaide to Kangaroo Island.
 15. The full cost of replacing or repairing any accessories supplied by Mighty including, but not limited to, child restraints and GPS units if misused or abused.

VEHICLE SECURITY DEPOSIT

Upon vehicle collection a vehicle security deposit is payable. The vehicle security deposit is AU\$100.00 and is payable by credit card only. The credit card holder must also hold a full and current drivers licence and must be present when the vehicle is collected and be able to supply both their drivers' licence and their credit card. Visa and MasterCard debit cards are not acceptable methods for supplying the vehicle security deposit but can be used for general payments.

The AU\$100.00 deposit is recorded against the credit card as a credit card authorisation.

The security deposit is fully refundable provided the vehicle is returned on time, to the nominated location, undamaged, with a clean interior and with full fuel tank.

We reserve the right to retain an AU\$220.00 soiling fee if the vehicle is not returned in a clean condition.

ROAD RESTRICTIONS

Parts of Australia are not suitable for access by rental vehicles. To prevent damage to the vehicle and for the hirers own personal safety, Mighty strictly enforce conditions that restrict the hirer's use of the vehicle.

1. Unless Mighty have given prior written consent, the hirer must never take the vehicle: (a) on any Unsealed Road (except when the vehicle hired is an Intermediate 4WD or Large 4WD vehicle); or (b) above the Snow Line unless Snow Cover has been purchased.

2. You must never take the vehicle: (a) Off Road; (b) between mainland Australia and Tasmania in either direction; (c) onto any island that is off mainland Australia or Tasmania, with the exception of: (i) Kangaroo Island; (ii) Stradbroke Island;

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- (iii) Magnetic Island;
- (iv) Bribie Island; or
- (v) Phillip Island;
- (d) through any river, stream, creek or tidal crossing;
- (e) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the vehicle unsafe;
- (f) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;
- (g) onto any road where We have notified You that the use of the vehicle is prohibited;
- (h) in Queensland:
- (i) Fraser Island
- (ii) north of Chillagoe or west of Georgetown;
- (iii) north of Cooktown or Laura;
- (iv) on the Burke Development Road;
- (v) north of Maggieville;
- (vi) on Unsealed Roads north and west of Mt Isa;
- (vii) on the Bloomfield track; or
- (viii) on the Savannah Way;
- (i) on the Tanami Track and the Gunbarrel Highway in Western Australia and the Northern Territory; or
- (j) on the road from Jim Jim Falls to Twin Falls in the Northern Territory, even if 4WD Cover has been purchased.

3. There are other prohibited areas where the hirer must never take the vehicle:

- (a) in Western Australia:
 - (i) on the Gibb River Road;
 - (ii) on the Cape Leveque Road;
 - (iii) on the road to Windjana Gorge;
 - (iv) on the Cardabia - Ningaloo Road; or
 - (v) on the access road from the Great Northern Highway to the Purnululu National Park, commonly known as the Bungle Bungles; or
- (b) in the Northern Territory on the Larapinta and Namitjira Drives, commonly known as the Mereenie Loop, unless the vehicle is a 4WD and the hirer has purchased 4WD Cover – and the hirer has hired a second spare wheel, available from Mighty locations on pick up.

4. Under no circumstances are customers allowed to travel:

- (i) On beaches or through streams, dams, rivers or flood waters;
- (ii) Simpson Desert (NT);
- (iii) Lost City (Litchfield) (NT);
- (iv) Lennard River Gorge Road (NT);
- (v) Warburton Road (WA);
- (vi) Strzelecki Track (SA); and
- (vii) Oodnadatta Track (SA)

Mighty 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.

Travel to Kangaroo Island must be advised at time of booking and/or upon vehicle collection.

GOODS AND SERVICES TAX (GST)

Rates include 10% GST. Mighty reserves the right to amend GST upon Government intervention.

ADMINISTRATION RECOVERY FEE and VEHICLE REGISTRATION FEES

Rates include administration recovery fees and vehicle registration recovery fee. Mighty reserves the right to amend these fees.

INFRINGEMENTS

Mighty reserves the right to charge the hirer for any speeding, parking or tollway fines, associated administration costs and/or accidents including Third Party property damage not reported on return of the vehicle. The administration fee per fine, in addition to the fine, will be AU\$60.00.

EXCHANGE RATE / CURRENCY VARIATIONS

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

CREDIT CARDS

All customers must present a valid credit card upon vehicle collection. The credit card holder will be jointly and severally liable as a customer. Accepted credit cards are Visa, MasterCard and American Express. A non-refundable 1.7% administration fee will apply to all credit card transactions. The credit card holder must also possess a valid and full driver's licence and present this at time of vehicle collection.

DRIVER'S LICENCE REQUIREMENTS

A current non-provisional and non-probationary resident country driver's licence is to be presented at the time of rental. If the licence is not in English format and or displaying the driver's photograph, an international driver's licence is also required. When an international driver's licence is being presented the domestic licence must also be presented. The primary hirer must hold both a valid drivers licence and a credit card for identification purposes.

AGE RESTRICTIONS AND SURCHARGES

Drivers must be a minimum of 21 years of age to be eligible to rent an Economy, Compact, Intermediate, Intermediate 4WD and Standard or 25 years of age to be eligible to rental a Full Size, Full Size Wagon, Large 4WD, Premium 8 Seater and Intermediate Van.

Drivers between 21 and 24 years of age will be charged an additional AU\$7.50 per day inclusive of GST for Economy, Compact, Intermediate vehicles or AU\$15.00 per day inclusive of GST for Intermediate 4WD and Standard vehicles. Payable on pick up.

ADDITIONAL KILOMETRE CHARGES

All vehicle categories have unlimited kilometres included in the daily rate, with the exception of the Large 4WD and Intermediate Van which have 200 kilometres included per rental day. Thereafter a charge of 27.5 cents per kilometre will apply for the Large 4WD and 36.3 per kilometre will apply for the Intermediate Van.

FUEL

Vehicles are provided with a full tank of fuel. It is the customer's responsibility to ensure that the vehicle is returned with a full tank of fuel.

Refuelling charges will apply if the vehicle requires fuel after the vehicle is returned. Fuel rates are set at a higher rate per litre than the standard pump price to cover time and handling.

CALCULATION ERRORS

Mighty will not honour calculation errors. Should a calculation error occur Mighty will charge for the shortfall.

ON-ROAD ASSISTANCE

Any problems associated with the vehicle, including equipment failure, must be reported as soon as possible, and within 24 hours in order to give the supplier the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Mighty do not accept liability for any claims submitted after this period. Please contact us toll free on: 1800 625 035

CHANGE OF VEHICLE

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

RENTAL EXTENSIONS

If the hirer wishes to extend the rental whilst on hire, they must first obtain authority from the destination branch. This is subject to availability and the daily rate for extensions may differ from the original booked rate.

VEHICLE CATEGORY

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

VOLUNTARY DOWNGRADE

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

CANCELLATION POLICY

No cancellation fees will apply to vehicles cancelled using this package.

IMPORTANT

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

ANIMALS

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

PERSONAL AND COMPANY CHEQUES

Personal and company cheques will not be accepted as payment for rentals at the time of pick-up. These must be paid to Mighty 14 working days prior to commencement of rentals.

Personal or company cheques are not accepted for the security deposit.

RESERVATIONS OFFICE HOURS AND CONTACT DETAILS

Open 24 hours, 7 days per week, closed Christmas Day (25 December) and New Years Day (1 January)

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DISCLAIMER

Illustrations and text in any of our documentation, brochures or website are subject to change. Images are a representation only of the vehicle depicted. Variances in the vehicles offered for rental may occur due to substitutions made by Mighty or modifications and/or upgrades to the vehicle design made by the manufacturer.