

MIGHTY RENTAL AGREEMENT

TERMS AND CONDITIONS – AUSTRALIAN CAMPERVANS

Effective 01 April 2015 - 31 March 2016



Thank you for choosing Mighty. 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 or complaints about these terms and conditions please contact us on freecall 1800 670 232. 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 Competition and Consumer Act 2010 (Cth) or the Australian Consumer Law).

1) RATES AND CONDITIONS

Rates and Conditions quoted in our 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 Mighty. Any booking amendments may differ to the original rate booked. 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 or debit card is presented for payment of the Customer's charges. Refer to clauses 21 and 28 for information about the Vehicle Security Deposit requirements and credit and debit card payments.

'Mighty' means Tourism Holdings Australia Pty Ltd.

'Vehicle' means any vehicles provided to the Customer by Mighty.

'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 with the exception of the Mighty Lowball, which has a 3 day minimum if the pick-up and return location are the same. All rentals between 20 December and 10 January are subject to a minimum 10 day rental period over this time. Double Up and Big Six rentals from Sydney over the Bathurst period, and Melbourne over the Moto GP period have a 7 day minimum rental requirement. Minimum rental period for one-way rentals vary depending on the locations and this is advised at time of booking. 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 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(s) of gas (if applicable, and subject to any pre-purchase fuel and/or pre-purchase gas option being taken), having completed all items on the Mighty Vehicle Return Checklist, on the return date, time and location set out in the Rental Agreement. Failure to adhere to these requirements will result in additional charges plus an administration fee of AU\$50. 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 Mighty 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

Mighty Branches are open 7 days per week with the following exceptions:

Sydney, Melbourne, Adelaide and Perth

1 April to 30 April – 7.30am to 4pm
1 May to 31 August – 10am to 4pm, closed Sundays
1 September to 31 March – 7.30am to 4pm

Brisbane

1 April to 30 April – 7.30am to 4pm
1 May to 31 August – 7.30am to 4pm, closed Sundays
1 September to 31 March – 7.30am to 4pm

Alice Springs and Darwin

1 April to 30 April – 10am to 4pm, closed Sundays
1 May to 31 October – 7.30am to 4pm
1 November to 30 November – 10am to 4pm, closed Sundays
1 December to 31 March – CLOSED

Cairns

1 April to 30 April – 10am to 4pm, closed Sundays
1 May to 31 October – 7.30am to 4pm
1 November to 31 March – 10am to 4pm, closed Sundays

Mighty Branches are closed on Christmas Day (25th December), New Years Day (1st January) and Australia Day Public Holiday (26th January). Mighty requests that clients collecting or returning their Vehicle to be in the office by 3:30pm.

A AU\$100 surcharge will apply to all rentals picking up or dropping off on the following National public holidays;

Good Friday (3rd April) Easter Monday (6th April)
ANZAC Day (25th April) Boxing Day (26th December)

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 Mighty Campers branch.

The Mighty Lowball is not available to/from the Alice Springs branch. The Mighty Jackpot is only available to/from the Adelaide, Melbourne, Sydney, Brisbane and Cairns branches. Big Six is only available to/from Melbourne, Sydney and Brisbane. Big Six is also available for Perth to Perth hires.

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\$750 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) PICK-UP AND DROP-OFF

7.1 Mighty Pick Up is a self-service process and requires the Customer to have completed Self Check-In online or in the branch. If additional service is required from a Mighty staff member, a fee of AU\$50 may apply.

7.2 The Customer is required to pick up at the time selected when the booking is confirmed. If the Customer wishes to change this time prior to the day of travel, they must obtain authorisation from the Mighty Reservation Centre. Mighty allows a grace period of 59 minutes. Please specify accurate pick up and drop off times. Pick up and drop off outside of these times may cause a delay and impact the time spent at the branch.

7.3 The Customer is required to drop off at the time stated on the Rental Agreement. If the customer wishes to change this time prior to the day of drop off, they must obtain authorisation from the Mighty Reservation Centre. Mighty allows a grace period of 59 minutes. Please specify accurate pick up and drop off times. Pick up and drop off outside of these times may cause a delay and impact the time spent at the branch.

7.4 If the Customer wishes to drop-off the Vehicle after business hours, they must first get approval from the destination branch. Failure to obtain authorisation will result in a daily fee of AU\$150 in addition to the daily rate.

7.5 Subject to approval, 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 Mighty staff member.

8) RENTAL EXTENSION

8.1 If the Customer wishes to extend the rental for an extra day(s) whilst on hire, they must first obtain authorisation from Mighty. This is subject to availability. The extra cost of an extended rental day(s) 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 may differ to the original rate booked.

9) ONE-WAY RENTALS

9.1 One-way rentals are available between all branch locations with the exception of the Lowball, which is only available to and from Melbourne, Sydney, Brisbane, Adelaide, Perth, Darwin and Cairns. The Jackpot is only available from and to Adelaide,

Melbourne, Sydney, Brisbane, and Cairns. Big Six is only available to and from Melbourne, Sydney and Brisbane. Big Six is also available for Perth to Perth hires, but is not available for one way hires out of or into Perth.

9.2 One-way Fees: A one-way fee of AU\$200 applies where pick up originates from Cairns, Brisbane, Sydney, Melbourne or Adelaide, and also returns to one of these locations, except where the vehicle hired is a Deuce, Double Up or Big Six campervan then a AU\$260 one-way fee will apply. Should the hire originate or return to or from Darwin, Alice Springs or Perth, the one-way fee will be AU\$360. Example, a Cairns to Darwin one-way rental would incur a one-way fee of AU\$360. A one-way rental from Cairns to Brisbane will incur a one-way fee of AU\$200, except where the vehicle hired is a Deuce or Double Up campervan then a AU\$260 one-way fee will apply.

10) MULTIPLE RENTALS

Should a Customer have more than one consecutive rental, the bookings can be combined to qualify for longer-term hire discounts. Consecutive campervan hire in Australia for Mighty, Maui, Britz and KEA and in New Zealand for Mighty, Maui, Britz, KEA, United and Alpha can be combined to qualify if the vehicle collection date/s is within a 3-month period.

11) LICENCE

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

11.2 An extra driver fee applies for each additional driver's licence added to the rental agreement except where The Almighty option has been purchased.

12) AGE RESTRICTIONS

Drivers must be 21 years of age or over with the exception of drivers hiring the Lowball, Highball and Jackpot vehicles. These drivers may have a minimum age of 18 years.

13) USE OF THE VEHICLE

13.1 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. 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 in circumstances within the control of the Customer. Customers who have purchased the Additional Protection Coverage option will have the cost of damage resulting from an accidental single Vehicle rollover covered, providing no breach of rental agreement related to the rollover;
- (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 transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

13.2 Road restrictions apply as follows:

- (a) 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) The Customer is responsible for all damage if travelling on unsealed roads as defined in clause 19.9.

13.3 We value your well-being, and for safety purposes, 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. Mighty will advise you on pick up of any travel restrictions known at that time.

13.4 Where Mighty mandates a change in drop off location, fees as per clause 6 will not apply.

13.5 The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of Mighty.

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

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

13.8 All Spirit of Tasmania ferry bookings must be made for a 7.7m long vehicle to allow for a change in vehicle type.

14) MAINTENANCE AND REPAIRS

14.1 Mighty will reimburse customers for expenditure up to AU\$200 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over AU\$200, Mighty 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.

14.2 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 Mighty for inspection and is subject to a warranty claim on the manufacturer.

15) ON-ROAD ASSISTANCE

Any problems associated with the Vehicle, including equipment failure, must be reported to Mighty within 24 hours in order to give Mighty the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Subject to clause 23, Mighty reserves the right to not accept liability for any claims submitted after this period. Please contact Mighty on **1800 670 232**.

16) VEHICLE AVAILABILITY

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

16.2 Mighty will endeavour to supply the vehicle category selected, however should the Vehicle booked be unavailable, Mighty 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. Mighty will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required.

16.3 Should the customer decide to take a lesser Vehicle than booked they will not be entitled to any refund.

17) TITLE TO VEHICLE

The Customer acknowledges that Mighty 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.

18) 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. Mighty does not accept any liability for personal injuries sustained during rental.

19) VEHICLE DAMAGE – LIABILITY REDUCTION OPTIONS

19.1 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 a Liability Reduction coverage.

19.2 Any Liability Reduction is void, and the Customer will be responsible for the total cost of any damage (as per clause 19.9) if;

- (a) the Customer breaches any of the conditions of clause 13 and 20; and
- (b) the Customer's breach is the cause of or contributes to the relevant damage.

19.3 If the customer elects to keep the Mighty Light vehicle liability and no further Liability Reduction Option selected, the vehicle security deposit is AU\$5,000 for the Deuce, Double Up and Big Six and AU\$3,500 for all other Campervans of the cost of damage as described in clause 19.9.

19.4 With the Mighty Confident the hirer will not have to pay a liability for any damage to the vehicle, subject to clause 20.

19.5 With The Almighty option the hirer will not have to pay a liability for any damage to the vehicle, including damage costs attributed to accidental tyre and windscreen damage subject to clause 20.

19.6 The Vehicle Security Deposit applies in respect of each claim, not rental. The Vehicle Security Deposit will be applied toward payment for costs or damages owing to Mighty where the Customer is at fault.

19.7 Where the Customer is at fault, the Liability is applicable and must be paid by the Customer at the time the accident report is completed, not at the completion of the rental. Upon written request, Mighty will provide the Customer with an itemized bill of any amounts deducted from the Vehicle Security Deposit.

19.8 The Vehicle Security Deposit will;

- (a) be refunded to the Customer upon a determination by the relevant insurance company that the Customer was not at fault in relation to the damage;
- (b) be deducted by Mighty in the amount equal to the damage caused by the Customer upon a determination by Mighty's insurance company that the Customer was at fault in relation to the damage.

19.9 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 being repaired. In addition to the costs associated with the claim, a processing fee of AU\$60 and associated damage assessment fees will be applicable per claim.

19.10 Mighty offers an option to purchase Additional Protection Coverage. This option can only be taken in addition to Mighty Confident or The Almighty option. Subject to clauses 19 and 20, where Additional Protection Coverage is purchased, the hirer will not have to pay for damage costs attributed to an accidental single Vehicle rollover.

MIGHTY STRONGLY RECOMMENDS OUR CUSTOMERS TAKE THE ALMIGHTY AND ADDITIONAL PROTECTION COVERAGE OPTIONS FOR TRAVEL WITH COMPLETE PEACE OF MIND.

20) EXCLUSIONS

The Customer acknowledges that they are responsible for all costs for the following damage irrespective of the Liability option that may have been taken. Damage as identified below is specifically excluded from any Liability Reduction or Additional Protection Coverage limitation of liability unless stated otherwise and the Customer remains fully liable for all costs incurred:

- (a) for any damage due to vehicle use in contravention of clause 13 '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: Mighty recommends 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 willful 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) for all costs relating to overhead or underbody damage to the Vehicle except where the Mighty Confident or The Almighty has been taken;
- (h) for all costs relating to a single Vehicle rollover damage as defined in clause 13.1 except where the Additional Protection Coverage option has been taken.
- (i) 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;
- (j) any damage caused to the Vehicle due to the use of snow chains;
- (k) for damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual;
- (l) tyre and windscreen damage unless The Almighty option has been purchased in which case accidental damage to tyres and windscreen is covered;
- (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;
- (n) part or total submersion in water;
- (o) hail, flood, fire, storm, cyclone or other natural disasters;
- (p) the Customer fitting accessories (as provided by Mighty or otherwise) to the Vehicle incorrectly or otherwise in a manner which causes damage to

the Vehicle, the accessories or any other vehicle or property;

- (q) the Customer's willful conduct; and
- (r) using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.

21) VEHICLE SECURITY DEPOSIT

21.1 On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit. 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. The Customer authorizes Mighty to deduct from the Vehicle Security Deposit any amounts due by them to Mighty arising out of the agreement including but not limited to;

- (a) the costs and fines set out in clause 20 and 28.3 of this agreement;
- (b) damage to Vehicles caused or contributed to by the Customer;
- (c) the costs incurred by Mighty when a Customer returns a Vehicle to a location other than the location agreed to at the start of the rental;
- (d) monies owed by the Customer to Mighty; and
- (e) charges incurred as a result of additional rental days.

21.2 If the customer elects to keep the Mighty Light vehicle liability and no further Liability Reduction Option selected, the vehicle security deposit is AU\$5,000 for the Deuce, Double Up and Big Six and AU\$3,500 for all other Campervans payable by credit card only. The amount will be **debited** to the Customer's account immediately.

21.3 If the Mighty Confident or The Almighty option has been taken the Vehicle Security Deposit is AU\$250 payable by credit card only. An **imprint** of the Customer's credit card will be taken.

21.4 The Vehicle Security Deposit is fully refundable, including the credit card surcharge if the card used to provide the Vehicle Security Deposit is a Visa or MasterCard, 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). 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.

21.5 Mighty reserves the right to retain an AU\$250 cleaning 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.

21.6 If the Customer has a complaint in relation to any monies deducted by Mighty from the Vehicle Security Deposit under clause 21.1, the Customer is invited to contact Mighty on **1800 670 232** or send an email to customercare@thlonline.com. Mighty takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

21.7 Mighty will provide the Customer with an itemized bill of the monies to be deducted by Mighty from the Vehicle Security Deposit under clause 21.1 prior to making such deductions.

22) 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 Mighty 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 Mighty the daily rental rate for the period the vehicle is off fleet for accident repairs.
- 4. The Mighty 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 Mighty branch or pick up location at their own cost.
- 3. Mighty 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. Mighty 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. Mighty cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to Mighty's Insurer and the Third Party, whether they be insured or not.
- 2. Mighty 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 Mighty 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 Mighty. 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 Mighty 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.

23) RELEASE AND INDEMNITY OF MIGHTY

23.1 The Customer releases Mighty, its employees and agents, from any liability to the Customer, for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle where such a loss or damage is caused by the Customer.

23.2 The Customer hereby indemnifies and shall keep indemnified Mighty, 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.

23.3 Any indemnity required of the Customer shall not operate to indemnify Mighty in respect of any negligence or willful act or omission of Mighty, its employees or agents.

23.4 Nothing contained in these terms and conditions shall exclude any express or implied conditions, warranties or requirements that cannot be so excluded under the Competition and Consumer Act, the Australian Consumer Laws or any other corresponding state legislation that may be applicable.

24) TOLL AND TRAFFIC OFFENCES

Mighty reserves the right to submit a statutory declaration to the issuing authority and/or charge the Customer for any speeding, toll way, parking or other traffic offence. In addition, Mighty reserves the right to charge an administration fee of up to AU\$60 for associated administration costs. This fee will be applicable per offence.

25) RENTAL CHARGES

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

26) ADMINISTRATION FEES

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

27) PAYMENT OF CHARGES - JOINT AND SEVERAL LIABILITY

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

28) CREDIT AND DEBIT CARD PAYMENT

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

28.2 The following credit or debit cards will be accepted: Visa Card and MasterCard. A non-refundable 2% administration fee will apply to all Visa and

MasterCard transactions. Credit and debit card administration fees also apply to debited Vehicle Security Deposits. Only the Customer's credit card is acceptable to use for providing the required Vehicle Security Deposit.

28.3 When payment is made by credit or debit card, the Customer agrees that:

- (a) Mighty is authorised to complete any documentation and to take any other action to recover from the Customer's credit or debit 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 offence penalties, road toll fines and associated administration costs;
- (b) in the event that Mighty elect to accept payment of the Vehicle Security Deposit by holding a signed and authorised open credit or debit card voucher which is returned to the Customer at the completion of the Rental Period, the Customer agrees that Mighty is entitled to recover payment from the Customer's credit or debit 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
- (c) Mighty may process credit or debit card charges pertaining to the rental after the hire period.

28.4 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 or debit card and the amount refunded. Mighty accepts no liability for any such variation.

28.5 If the Customer has a complaint in relation to any monies deducted by Mighty from the Customer's credit card under clause 28.3(a), the Customer is invited to contact Mighty on **1800 670 232** or send an email to customercare@thlonline.com. Mighty takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

29) 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 days prior to commencement of rentals. Personal or Company cheques are not acceptable as the vehicle security deposit.

30) CONDITIONAL UPON PAYMENT

The Customer agrees that provision of any rental vehicle is conditional upon Mighty being paid by the Travel Agent or Travel Wholesaler who arranged the vehicle rental on the Customer's behalf. Mighty 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.

31) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

31.1 The Customer acknowledges that Mighty 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 13 and 35;
- (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 Mighty reasonably believe that the Vehicle will not be returned on the agreed return date; or
- (e) Mighty considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

31.2 Subject to clause 31.3, 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.

31.3 If the Customer has a complaint in relation to the termination of this Agreement and/or the repossession of the Vehicle by Mighty under clause 31, the Customer is invited to contact Mighty on **1800 670 232** or send an email to customercare@thlonline.com. Mighty takes complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

32) 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. The cancellation fees are:

- If cancelled up to 22 days prior to pick-up: No Fee
- If cancelled from 21-7 days prior to pick up: 20% of Gross Rental
- If cancelled 6-1 days prior to pick up: 50% of Gross Rental
- On day of pick up or no show: 100% of Gross Rental
- If Vehicle is returned early: No refund available

33) PROPER LAW

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

34) CUSTOMER WARRANTIES

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

FREECALL:
1800 670 232

www.mightycampers.com.au

BRANCHES IN:
ADELAIDE • ALICE SPRINGS
BRISBANE • CAIRNS
DARWIN • MELBOURNE
PERTH • SYDNEY

CARS & CAMPERS
mighty