



# Rental Agreement

## Terms and Conditions

Thank you for choosing KEA. 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 705 174**. 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 KEA. Please note all prices are quoted and payable in Australian dollars.

All amendments to bookings are subject to availability of vehicle and/or package. Different rates may apply based on the amendment made.

### 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 or debit card payments.

'KEA' means Tourism Holdings Australia Pty Ltd.

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

'Reasonably clean' means that the vehicle is cleaned and well presented with all personal belongings and garbage removed, the inside is broomed or vacuumed, dusted and wiped down and the outside has all mud, red dust and the like removed (including from the rear of the vehicle) and the under carriage.

'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, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle which 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 pickup 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 periods are: 5 days for same city rentals. All rentals between 20 December and 10 January require a minimum of 10 days. 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.

**4.2** The Customer will return the Vehicle in a Reasonably Clean condition with a full fuel tank (subject to any pre-purchase fuel 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 option there is no refund for unused fuel.

**4.3** The Customer acknowledges that KEA 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

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

#### Brisbane, Sydney, 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

#### 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

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

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 KEA 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\$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) LATE DROP-OFFS

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

**7.2** The Customer will be held responsible for the Vehicle up until the time that it is checked in by a KEA staff member.

### 8) RENTAL EXTENSION

**8.1** If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from KEA. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension. The daily rental rate for the extension may not reflect the original rate booked.

**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 for each day until the Vehicle is returned. The daily rental rate charged will be based on the KEA standard rental rates per Vehicle for the extended rental period.

### 9) ONE-WAY RENTALS

One-Way rentals are available between Sydney, Brisbane and Cairns. There are no one-way rentals to or from the Perth location. The one-way fee is included in the Vehicle rate.

### 10) MULTIPLE RENTALS

Should a Customer have more than one rental, the bookings can be combined to qualify for longer-term hire discounts off the vehicle rate. Consecutive motorhome hire in South Africa for KEA, Maui and Britz; Australia for KEA, Maui, Britz and Mighty and in New Zealand for KEA, Maui, Britz, United, Alpha and Mighty can be combined to qualify if travel is within a 3-month period.

### 11) 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.

## 12) AGE RESTRICTIONS

Drivers must be 21 years of age or over.

## 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. Customers 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 the purpose of 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 recognized commercial campgrounds.
- (b) The Customer is responsible for all damage if travelling on unsealed roads as defined in clause 19.5.

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

**13.4** Where KEA 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 KEA.

**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 KEA 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 of vehicle type.

## 14) MAINTENANCE AND REPAIRS

KEA will reimburse customers for expenditure up to AUS200 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over AUS200, KEA 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.

## 15) ON-ROAD ASSISTANCE

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

**Please contact KEA on: 1800 705 174.**

## 16) VEHICLE AVAILABILITY

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

**16.2** KEA will endeavour to supply the vehicle category selected, however should the Vehicle booked be unavailable through unforeseen circumstances, KEA 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. KEA 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 KEA retains title to the Vehicle at all times. The Customer shall not agree, attempt, offer or purport to sell, assign, sublet, 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 customers travelling in Australia take out Personal Travel Insurance. KEA does not accept any liability for personal injuries sustained during rental.

## 19) VEHICLE DAMAGE

**19.1** The Customer understands that:

The Vehicle is insured for Third Party Vehicle and property damage;

**19.2** The Customer will be responsible for the total cost of any damage (as per clause 19.5) if the Customer breaches any of the conditions of clause 13 and 20.

**19.3** The hirer will not have to pay a liability for any damage to the Vehicle, subject to clause 20. This cover includes unlimited tyre and windscreen cover, overhead and underbody as well as single vehicle accident and single vehicle rollover damage.

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

**19.5** Damage includes any and all damage to Third Party property, damage to the rented vehicle

including windscreens, tyres, towing and recovery costs, overhead and underbody damage, theft, fire, break in or vandalism. A processing fee of AUS\$60 will be applicable per accident claim.

## 20) EXCLUSIONS

The Customer acknowledges that they are responsible for all costs for the following damage. Damage as identified below is specifically excluded 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: KEA 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 may include, but is not limited to a vehicle that 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 damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual;
- (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 caused to the Vehicle due to the use of snow chains; and
- (j) 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;
- (k) part or total submersion in water;
- (l) hail, flood, fire, storm, cyclone or other natural disasters;
- (m) the Customer fitting accessories (as provided by KEA 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;
- (n) the Customer's willful conduct;
- (o) 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 AUS\$250 payable by the Customer's credit card only. An imprint of the Customer's credit card will be taken for the Vehicle Security Deposit amount. The Customer authorizes KEA to deduct from the Vehicle Security Deposit any amounts due by them to KEA arising out of the agreement including but not limited to:

- (a) the costs and fines set out in clause 24 and 28.3 of this agreement;
- (b) damage to Vehicles caused or contributed to by the Customer;
- (c) the costs incurred by KEA 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 KEA; and
- (e) charges incurred as a result of additional rental days.

**21.2** The Vehicle Security Deposit is fully refundable, provided the Vehicle is returned on time, to the correct location, undamaged, in a reasonably clean condition, the toilet cassette and waste water tank emptied and with a full fuel tanks (fuel being petrol or diesel).

**21.3** KEA reserves the right to retain an AUS\$250 cleaning fee if the Vehicle is not returned in a clean condition. 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 AUS\$125 soiling fee will be retained.

**21.4** Except where the Customer has purchased the Pre-purchase Fuel Option, failure to return the vehicle with full petrol, diesel will result in refill charges.

**21.5** If the Customer has a complaint in relation to any monies deducted by KEA from the Vehicle Security Deposit under clause 21.1, the Customer is invited to contact KEA call **1800 705 174** or send an email to [customercare@thlonline.com](mailto:customercare@thlonline.com). KEA takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

**21.6** KEA will provide the Customer with an itemized bill of the monies to be deducted by KEA 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 KEA 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 any 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 KEA the daily rental rate for the period the Vehicle is off fleet for accident repairs if the terms of the rental agreement are breached
4. The KEA 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 KEA branch or pick-up location at their own cost.
3. KEA 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 the Exchange Vehicle.
5. A new Vehicle Security Deposit will be required for the Exchange Vehicle.

## D) TIME FRAME FOR SETTLEMENT OF CUSTOMER LIABILITY CLAIMS

1. KEA 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. KEA cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to KEA's Insurer and the Third Party, whether they be insured or not.
2. KEA 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 KEA in handling any claim including providing all relevant information and attending Court to give evidence.

**Important Note:** 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 KEA.

## 23) RELEASE AND INDEMNITY OF KEA

**23.1** The Customer releases KEA, 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 KEA, 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 KEA in respect of any negligence or willful act or omission of KEA, 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) TRAFFIC OFFENCES

KEA reserves the right to submit a statutory declaration to the issuing authority and/or charge the Customer for any speeding, parking or other traffic offence. In addition, KEA reserves the right

to charge an administration fee of up to AUS\$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 KEA and the Customer will receive a refund for any overcharges made by KEA. 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 is included in the 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 KEA including any collection costs and reasonable legal fees incurred by KEA. 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, MasterCard and American Express. Only the Customer's credit card is acceptable to use for supplying the Vehicle Security Deposit.

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

- (a) KEA 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 KEA 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 KEA 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

**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. KEA accepts no liability for any such variation.

**28.5** If the Customer has a complaint in relation to any monies deducted by KEA from the Customer's credit card under clause 28.3(a), the Customer is invited to contact KEA on **1800 705 174** or send an email to [customercare@thlonline.com](mailto:customercare@thlonline.com). KEA takes customer complaints seriously and is committed

to dealing with all complaints in a fair, objective, unbiased and timely manner.

**28.6** KEA will not charge the Customer's credit card without giving the Customer written notice or an opportunity to dispute the charges.

### **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 received by KEA 14 days prior to commencement of rental. 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 KEA being paid by the Travel Agent or Travel Wholesaler who arranged the Vehicle rental on the Customer's behalf. KEA 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 KEA 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 KEA reasonably believe that the Vehicle will not be returned on the agreed return date; or
- (e) KEA 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 KEA under clause 31, the Customer is invited to contact KEA on **1800 705 174** or send an email to **customer@thlonline.com**. KEA 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.

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 no refund will be 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 KEA in connection with this Agreement is true.

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Contact Details:

**FREE PHONE  
1800 705 174**

Branches in:

**Brisbane • Cairns • Perth • Sydney**

