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## 1. Introduction

This Rental Agreement (**Agreement**) is entered into between **Adventure 4WD Hire Pty Ltd (ACN 687 215 649) (Adventure 4WD Hire)**, trading as Adventure 4WD Hire (**We, Us, or Our**), and the individual or business identified in the Rental Schedule (**You or Your**).

This Agreement governs the hire of a vehicle identified in the Rental Schedule and outlines the applicable terms and conditions. By signing this Agreement, the Hirer acknowledges and agrees to comply with all terms and conditions outlined below. The Hirer also confirms the Hirer has read and understood the entire Agreement, including any additional documents referenced and attached.

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## 2. Definitions

For the purposes of this Agreement:

- **Authorised Driver:** Any individual expressly permitted by Us to drive the vehicle for the Rental Period being:
  - if the Hirer is an individual, the Hirer; and
  - any other person approved by Us in writing.
- **Compulsory Third Party (CTP) insurance:** CTP insurance provides cover for the driver's legal liability to compensate other people who are injured or killed in a motor vehicle accident. This includes passengers, pedestrians, cyclists, and other road users. However, CTP does **not** cover **damage to vehicles or property**.
- **Hirer:** The individual or business listed in the Rental Schedule who agrees to these terms.
- **Rental Period:** The duration for which the Vehicle has been booked as set out in the Rental Schedule, or as otherwise stated within this Agreement.
- **Rental Schedule** means that part of the Rental Agreement setting out the details of the hire.
- **Vehicle:** The vehicle described in this rental Agreement (or any substitute vehicle), including all equipment, accessories, tools, keys, and documents.

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## 3. Rental Fee and Security Bond

- **Rental Fee:** The Hirer must pay the Rental Fee, as listed in the Rental Schedule.
  - **Security Bond:** A refundable bond, being the amount so described in Schedule 1, must be also be paid by the Hirer.
  - **Payment Terms:** Payment for both the Rental Fee and Bond must be processed prior to Vehicle handover using a payment method acceptable to Us. If We are entitled to charge a surcharge for accepting the payment method, and have disclosed the means of calculating that surcharge prior to accepting Your booking, we are authorised also to charge that surcharge using the same payment method. Bond refunds are actioned within 48 hours of the vehicle being returned in the hired condition but subject to a mechanical check having been completed that indicates the Vehicle has been returned in accordance with clause 5, however it may take 5 to 7 business days for the release to be cleared. We may withhold from the refund of the bond such amounts as are reasonable to cover our costs for attending to any loss or damage to the Vehicle for which You are responsible under this Agreement.
  - **Other charges:** If you have provided us with a method of payment, such as a credit card or debit card, for payment of Rental Fees, We are authorised also, for a period of up to 90 days after expiry of the Rental Period, to debit same for other charges to which we are entitled to charge under clauses 4 and 5 of these Terms, and will provide you with an invoice for same.
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#### 4. Vehicle Usage & Driver Obligations

- **Driver Eligibility:**
  - The Hirer and any other Authorised Driver must be at least twenty-one (21) years of age.
  - All Authorised Drivers must hold a current, unrestricted (full/open) driver's licence valid for the class of vehicle and the jurisdiction in which it is being operated.
  - Only individuals expressly listed as Authorised Drivers in the Rental Schedule are permitted to operate the Vehicle.
  - If the licence is not in English, the driver must present an International Driving Permit (IDP) or an official English translation of their original licence.
- **Driving Area:**
  - Operation of the vehicle is limited to designated and permitted roads as outlined in the Reference Schedule and/or map accompanying the Rental Agreement or as otherwise supplied at the time of Vehicle collection.
  - Driving in prohibited or closed areas is strictly forbidden.
- **Vehicle Allocation:** Specific vehicle models are not guaranteed and are subject to availability at the time of pickup. We will make available to you a vehicle of equivalent or better characteristics than described at the time of booking.
- **Driver Conduct:**
  - The Hirer and any Authorised Driver must comply with all applicable road laws and regulations.
  - The Vehicle must not be driven by any person under the influence of alcohol, illicit drugs, or any prescription or over-the-counter medication that may impair their ability to operate a motor vehicle safely and lawfully, or have a blood alcohol or drug content that exceeds the legal limit.
  - The Hirer will, and will ensure all Authorised Drivers, drive the Vehicle as would be driven by a careful and prudent owner.
- **Fines, tolls and other charges**
  - If we receive notice of any fine, infringement amount or penalty arising from use of the Vehicle during the Rental Period, or a parking charge arising during the Rental Period, We may identify to the relevant organisation or authority the Hirer's relevant details. If we elect to, or are compelled, to pay such amount, you will be liable to Us under clause 11 for recovery of that amount and any other amounts reasonably incurred by us in attending to payment and recovery.
  - If any tolls are charged to Us with respect to use of the Vehicle during the Rental Period, you will be liable to Us under clause 11 for recovery of that amount.

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#### 5. Vehicle Condition & Return

- The Vehicle must be returned:
  - by the agreed date and time specified in this Agreement;
  - clean and full of fuel (Full-to-Full policy); and
  - in the same condition as at pickup, excluding fair wear and tear (see Wear & Tear Policy).
- In addition to any other rights we may have, failure to comply with the return requirements may incur:

- fuel charge of AUD3.00 per litre, which reflects our reasonable expenses to fill the tank back to full;
- professional cleaning fee or odour extraction reasonably incurred by Us; and / or
- late return fee

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## 6. Breakdowns & Accidents

- **Accident Reporting:** Notify Us immediately via the emergency contact number (+61 74138 7138), complete the provided Vehicle Incident Report Form, and cooperate with authorities and insurers.
- **Procedure:** In the event you experience mechanical failure, or any other event which impacts the safety or performance of the Vehicle, you agree to cease driving as soon as reasonably practicable.
- **Recovery Fees:** A \$300 call-out fee applies for recoveries due to the Vehicle becoming stuck or bogged, where the issue cannot be reasonably resolved by the Hirer or via phone support. If the call-out is due to mechanical failure through no fault of the Hirer, there will not be a call-out fee.

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## 7. Privacy & Tracking

- **Personal Information:** Collected and used in accordance with our Privacy Policy for administering the rental, safety, insurance, and tracking location of the vehicle to ensure it is in the authorised areas in which it is permitted by this Agreement to operate and to assist in locating the vehicle in circumstances where assistance may be required.
- **GPS Monitoring:** The Vehicle may be GPS-tracked for safety, legal compliance, and theft prevention. This information will not be shared with third parties.

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## 8. Title to Goods

- The Hirer acknowledges that Adventure 4WD Hire retains title to the Vehicle and that the Hirer has rights to utilise the Vehicle as a bailee only.
- The Hirer also agrees not to agree, attempt or offer to sell, assign, lend, mortgage, sublet, or otherwise part with the possession of the Vehicle.
- The Hirer agrees not to alter the Vehicle or make any addition or alteration to, or repair of, the Vehicle.

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## 9. Breach of Agreement

In the case the Hirer is in material breach of any term, condition or provision of this Agreement and fails to remedy such breach (if capable of remedy) as soon as reasonably practicable, We reserve the right to immediately terminate the agreement at our discretion, except to the extent such breach was caused or contributed to by an act or omission of Adventure 4WD Hire.

Examples of a material breach of this Agreement include:

- the vehicle is driven on a prohibited road;
- the vehicle is driven beyond the boundaries of the area authorised;
- the vehicle is used for a purpose outside the scope of this Agreement;
- the vehicle is driven by someone who is not an Authorised Driver; and/or

the Hirer provides false or misleading information regarding their driving status or any other relevant information that was considered in the granting of this Rental Agreement.

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## 10. Termination

Adventure 4WD Hire reserves the right to terminate the Agreement if:

- the Hirer materially breaches any provision of this Agreement, except to the extent such breach was caused or contributed to by an act or omission of Adventure 4WD Hire;
- a regulatory authority is required to take possession of the vehicle;
- the vehicle is not returned to us by the agreed date;
- the Hirer has failed to pay the Rental Fee and Security Bond.

The Hirer reserves the right to terminate this Agreement if:

- the Hirer wishes to return the vehicle earlier than the current return date under this Agreement in accordance with the return instructions;
- Adventure 4WD Hire materially breaches this Agreement;
- the Hirer is entitled to under the Australian Consumer Law within the *Competition and Consumer Act 2010* (Cth).

Termination for material breach of this Agreement by the Hirer will result in the following:

- loss of insurance cover; and
  - forfeiture of the bond.
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## 11. Liability

The Hirer will be liable for, and will indemnify Us against, any loss or damage arising from any loss or damage to the Vehicle (including accessories and incidentals) or to third parties arising from the use of the Vehicle, during the Rental Period, including, but not limited to:

- damage caused by accidents, theft, vandalism or misuse, whether by the Hirer or a third party; and
- fines, penalties, tolls and third party charges (such as parking fees and penalties) arising from use of the Vehicle during the Rental Period,

except for:

- fair wear and tear;
- those caused, or to the extent contributed by, Us;
- damages to the extent covered by Compulsory Third Party (CTP) insurance;
- loss or damage caused by a third party where you complete an Incident Report and notify us of the incident in a timely manner and in accordance with this Rental Agreement, and provide all other assistance we reasonably require, so that we have sufficient details to recover the loss from the relevant third party.

Without limiting the foregoing, the Hirer will be liable (except to the extent caused or contributed by Us) for damage resulting from the following:

- material breach of this Agreement;
- any negligence on behalf of the Hirer;
- single vehicle accidents;

- driving the vehicle on water;
- driving an overloaded vehicle;
- using the vehicle to participate in rally driving, motor racing, or in connection with any competitive motor sport event;
- third-party damage (to the extent caused by the Hirer);
- incorrect fuel usage;
- weather related damage including by hail, flood or storm;
- damage to the Vehicle or camping equipment (if supplied) beyond normal wear and tear; and/or
- theft or loss if keys were left inside the Vehicle.

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## 12. Reduction in Liability

- Provided that you have complied with the terms of this Agreement, and have not otherwise been grossly negligent in your use of the Vehicle, or intentional, with respect to the relevant incident, your liability to Us will be reduced to the amount specified in Schedule 1 insofar as that Schedule applies.

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## 13. Refund & Cancellation

- **Refunds:** Except to the extent that you are entitled to a refund under the Australian Consumer Law, no refunds will be given for early returns, change of mind, weather closures, or customer misuse.
- **Mechanical issues (not caused by Hirer):** Partial refund, vehicle replacement, or hire extension may be offered.
- **Cancellation terms:** See Schedule 2 for cancellation terms.

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## 14. Safety & Responsibilities

- **Safety Briefing:** A mandatory safety briefing will be conducted by Adventure 4WD Hire staff during the first hour of the rental period. All drivers must attend and fully participate prior to vehicle departure.
  - **Driving and Tides:** 4WD vehicles must not be driven on the beach within 2.5 hours either side of high tide. In conditions involving a large swell or exceptionally high tides, this restriction may extend to 3 hours. Hirers must exercise reasonable judgment to assess whether beach driving is safe.
  - **Kilometre Limit:** Unlimited kilometres within the designated zones (if applicable) or as outlined in the location-specific Reference Schedule.
  - **Passengers:** A vehicle may only carry as many occupants as there are seatbelts, and each occupant, including the driver must ensure a seatbelt is correctly worn by that person while in the vehicle.
  - **Compliance** with laws and assessing tides, weather conditions, and access restrictions is Your responsibility.
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## 15. Amendments & Jurisdiction

- **Changes:** We may amend these Terms upon reasonable notice to You, save that You will have the right to terminate the Agreement prior to any materially prejudicial variation having effect.
  - **Jurisdiction:** Governed by the laws of Queensland, Australia. Disputes to be handled in Queensland courts.
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## 16. Acknowledgement

By signing this Agreement, You confirm that:

- you have read, understood, and agreed to all terms and conditions and attached documents;
  - you accept financial responsibility for the Vehicle; and
  - you will comply with all applicable laws and rental conditions.
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## 17. Schedules

### Schedule 1 – Liability

#### Liability limitation

#### Included in Your Booking (Standard Cover)

- **Third Party Property Damage Insurance**  
Accidental damage you cause to another vehicle or property: Payment to us of an amount of \$2,500.
- **Damage Liability Excess (Hired Vehicle)**  
Damage to the Adventure 4WD Hire Vehicle: Payment to us of an amount of up to \$15,000.

#### Optional Excess Reduction (Hired Vehicle Only)

If the Rental Schedule indicates your agreement to pay for the Optional Excess Reduction your liability for damage to the hired Vehicle will be reduced to the amount below, depending on which of the following daily cover options is selected:

- \$50/day → \$2,500 excess
- \$75/day → \$1,000 excess

#### Security Bond

The Security Bond payable for the purpose of clause 3 will be either:

- \$2,500; or
- if Optional Excess Reduction has been selected, and all named drivers are over the age of 25, an amount equal to the excess that would be payable.

- If any named driver within a booking is under the age of 25, a \$2,500 bond applies, regardless of Optional Excess Reduction taken.

**Schedule 2 – Cancellation & Amendment**

- More than 14 days before pickup: Full refund or date change, subject to availability (minus agency cancellation fees if applicable)
- Within 14 days: No refund
- Barge/ferry fares and vehicle permits: Non-refundable
- If rental vehicle hire cancelled by Adventure 4WD Hire (e.g. for weather or mechanical reasons): Full refund or alternative (where available) booking date offered

\* Any limitations on cancellation rights are subject to any rights that may be available to the Hirer under the Australian Consumer Law.

### Schedule 3 – Permitted Zones Map - K’Gari (Fraser Island)

For the purposes of the Rental Car Manager portal, map presented via link below:

[https://static.wixstatic.com/media/e7cdaa\\_9e491498cfc4884be2a485fa2b7d63e~mv2.png](https://static.wixstatic.com/media/e7cdaa_9e491498cfc4884be2a485fa2b7d63e~mv2.png)

