

# Terms & Conditions

## for the Rental of 4WD Vehicles



As at 1st January 2025

## 1 Introduction

- 1.1 These are the terms and conditions that apply to and form part of Your Rental Agreement with RedSands Campers.
- 1.2 These terms and conditions are to be read with the Schedule.
- 1.3 RedSands Campers reserves the right to amend these terms and conditions from time to time.

## 2 Definitions

Accident, Accidental or Accidently means an unintended, unforeseen, fortuitous or unanticipated happening or mishap which is not expected or designed.

Bond means the sum of \$5,000, paid in accordance with clause 9.

Camping Accessories means any roof top tents, mattresses, linen, refrigerators, gas burners, cookware, cutlery, tableware, utensils, tables, chairs and any other camping accessories supplied by RedSands.

Damage means:

- any loss or damage to the Vehicle or the Camping Accessories while they are in Your possession or control;
  - any loss, damage, expense, cost or liability incurred by RedSands in relation to any breach of this Rental Agreement by You; and
  - any Loss of Use;
- but excludes reasonable wear and tear.

Excess means \$5,000 or, if 4WD Wander Far Coverage has been obtained in accordance with clause 21, the applicable Excess under that clause.

GST has the meaning used in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Loss of Use means any loss, damage, expense, cost or liability incurred by RedSands on account of it being unable to use the Vehicle or Camping Accessories outside the Rental Period due to:

- any breach of this Rental Agreement by You;
- theft of the Vehicle or Camping Accessories while they were in Your possession or control immediately prior to the theft; or
- the Vehicle or Camping Accessories being repaired or replaced on account of an event for which You are liable under clause 16.

Overhead Damage means Damage to the Vehicle or Camping Accessories at or above the level of the top of the front windscreen, however caused or occurring or any other loss or damage suffered by any third party on account of:

- contact between that part of the Vehicle or Camping Accessories at or above the level of the top of the front windscreen with objects that overhang or obstruct the Vehicle or Camping Accessories;
- use of the Vehicle in a manner that exceeds the maximum height of the Vehicle (taking into account any Camping Accessories) or which exceeds any advisory or signed Vehicle height limits;
- objects of any kind being placed on the roof of the Vehicle; or
- You or any other person standing or sitting on the roof of the Vehicle.

PPSR means the Personal Properties Securities Register established by the Personal Property Securities Act 2009 (Cth).

Privacy Policy means RedSands' privacy policy which may be found on RedSands' website at [www.redsandscampers.com](http://www.redsandscampers.com)

Public Holiday means a day that is declared or prescribed by law as a public holiday at the location where the Vehicle must be collected or returned, as specified in the Schedule.

RedSands/RedSands Campers means RedSands Campers Pty Ltd ACN 609 480 177 as trustee for the Winderabandi Family Trust.

RedSands 4WD Camper Vehicle means a Vehicle that is a RedSands camper vehicle and which includes Camping Accessories.

RedSands Toyota Prado Vehicle means a Vehicle that is a Toyota Prado vehicle and includes the accessories thereon.

Rental Agreement comprises the document titled "Rental Agreement - Schedule" and these terms and conditions.

Rental Period means the hire period referred to in the Schedule or any extension or variation to that period which has been agreed between You and RedSands.

Schedule means the schedule which forms part of the Rental Agreement and is the document titled "Rental Agreement - Schedule".

Third Party Loss means any loss or damage to third party property, including, but not limited to:

- to other motor vehicles, buildings or land;
- any third party loss of income;
- or consequential loss suffered by a third party.

Underbody Damage means any Damage to the Vehicle or Camping Accessories below the level from the top of the front or rear bumper (whichever is the higher) and whether or not any other parts of the Vehicle are damaged at the same time including the underside of the Vehicle, drive train, chassis, steering, suspension, brakes, exhaust, floor pan, floorboard, foot well and fuel systems that is caused by or directly results from:

- the Vehicle's contact with any part of the road way or any track;
- immersion, submersion or wading in water, contact with salt water, being in contact with, or driven on, salt lakes or salt flats, floods or flooding or beach driving, or mud; or
- the Vehicle's contact with any object or obstruction including, but not limited to, kerbs, gutters, speed or road bumps, barriers, wheel stops, rocks, ruts, debris, river beds, sand or ridges.

Vehicle means the vehicle specified in the Schedule as hired by You and includes all tools, components, keys, keyless start devices, remote control devices, audio equipment, manufacturer's standard tools and accessories, and nonstandard items, tools or equipment supplied with or fitted to the Vehicle but excluding the Camping Accessories.

4WD Wander Far Coverage means the reduction in Excess and liabilities as described in clause 21.

You/Your/Yourself means the hirer of the Vehicle and each person noted as a driver in the Schedule. Where in this Rental Agreement there is a reference to Your liability and there is more than one of You, Your liability is joint and several.

## 3 Rental

- 3.1 You agree to hire the Vehicle and, if applicable, the Camping Accessories from RedSands for the Rental Period, at the rates and charges set out in the Schedule and otherwise in accordance with the Rental Agreement.
- 3.2 Unless otherwise agreed, the minimum Rental Period is 21 days for a RedSands 4WD Camper Vehicle and is 10 days for a RedSands Toyota Prado Vehicle ("Minimum Rental Period"). The Minimum Rental Period may be varied by agreement between the parties. RedSands is under no obligation to agree to a variation to the Minimum Rental Period. However, if RedSands is willing to do so, it will advise You prior to entering into this Rental Agreement.

- 3.3 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle and Camping Accessories are rented, the day of pick up is counted as day one of the Rental Period, regardless of pick up time. The day of the return of the Vehicle and Camping Accessories is counted as the final day of the Rental Period regardless of the return time. The Vehicle and Camping Accessories must be returned by the time specified in the Rental Agreement.
- 3.4 Late pick up or early return of the Vehicle or Camping Accessories does not entitle You to any refund of the unused portion of the Rental Period.

## 4 Payments

- 4.1 Full payment of the estimated total hire charges calculated at the daily hire rate (including all ancillary fees and charges) for the duration of the Rental Period plus the amounts payable pursuant to clause 9 (Security Bond) or clause 21 (4WD Wander Far Coverage) is due and payable in accordance with clauses 9 and 10.
- 4.2 All amounts referred to in this Rental Agreement
- in Australian dollars; and
  - unless stated otherwise, inclusive of any GST
- 4.3 All amounts required to be paid by You under this Rental Agreement:
- must be paid in Australian dollars; and
  - will be taken to have been paid upon receipt of a notification from the credit card issuer that a charge to Your credit card for the required amount has been approved.
- 4.4 You acknowledge that advertised rates are subject to change. All hire rates applicable to Your hire will be calculated as at the time of booking regardless of any subsequent change to advertised rates.
- 4.5 Any refunds due to You under the Rental Agreement will be refunded to You in Australian dollars.
- 4.6 Where RedSands is required to refund amounts previously paid by You in a currency other than Australian dollars, there may be a difference between the amount initially paid by You and the amount repaid by RedSands due to exchange rate fluctuations and bank fees. RedSands accepts no liability for any such difference and You accept all exchange rate fluctuation risks and liabilities for bank fees.

## 5 Collection & Return of Vehicle

- 5.1 The Vehicle and any Camping Accessories must be collected and returned by You at the time, date and location specified in the Schedule. Vehicles or Camping Accessories collected or returned outside of these hours, on a Public Holiday or on a weekend may incur a fee of \$150 in addition to any other late fees and charges payable.
- 5.2 RedSands will provide the Vehicle and Camping Accessories to You in a clean and tidy condition and in good working order. In the case of the Vehicle, most rentals come with a full fuel tank but that is not always the case. RedSands will undertake relevant checks to ensure the Vehicle's fuel tank has been returned full from the previous hire, however accepts no liability should this not be the case.
- 5.3 You must return the Vehicle and Camping Accessories on the return date, at the return time and to the location set out in the Schedule. The Vehicle and the Camping Accessories must be returned to RedSands in a clean and tidy condition, in good working order (except for reasonable wear and tear) and, in the case of the Vehicle, with a full fuel tank. If requested by RedSands You must provide a receipt for Your fuel purchase.
- 5.4 If You do not return the Vehicle with a full fuel tank, You will be charged a re-fuelling fee of \$3 per litre to re-fuel the Vehicle. You acknowledge that the fuel service charge is not a retail sale of fuel.
- 5.5 If RedSands considers that, acting reasonably, the Vehicle or the Camping Accessories have not been returned in a clean and tidy condition, RedSands may charge You a minimum cleaning fee of \$300. Examples of where this fee may be charged include, but are not limited to, where the Vehicle or the Camping Accessories are:
- affected by odours, including on account of smoking or animals; or
  - contaminated with dust, dirt, sand or other pollutants
  - contaminated by mud, sand or other debris on the underbody of the vehicle; or
  - contaminated by the presence of animals.

This fee is in addition to Your other liabilities under this Rental Agreement, including in relation to Damage.

## 6 Booking Changes Prior to or During the Rental Period

- 6.1 Any changes requested by You to Your hire prior to the Rental Period is subject to the prior approval of RedSands, in its absolute discretion. If approved by RedSands, any changes will be subject to the relevant charges in accordance with the following table:

Change type	Number of Days prior to Rental Period Commencement		
	>91	90-30	30-0
Name changes or additional drivers	No charge	No charge	No charge
Rental Period date changes (no reduction in length of hire)	No charge	\$75	\$150
Rental Period date changes (reduction in length of hire)	No charge	\$75	Not permitted*
Collection/Return Location	No charge	\$75	Not permitted

Any reduction or increase in Your hire fees as a result of changes made under this clause 6.1 will be advised by RedSands by way of an amended Schedule. Rental Period date changes are changes which would amend the collection and/or return dates by plus/minus seven days. Requests to change the dates more than seven days from the original date will be considered a cancellation and will be subject to cancellation fees as set out in clause 25.

\*Delayed departure/early return of Vehicle and any Camping Accessories can be accommodated however no reduction in the hire charges can be made 29-0 days prior to commencement of Rental Period.

- 6.2 Any changes requested by You to Your hire following commencement of the Rental Period are subject to the following:
- any request by You to change the time or date when the Vehicle or Camping Accessories are to be returned to RedSands, or the return location, is subject to the prior approval of RedSands, in its absolute discretion. Without limiting the exercise of that discretion, RedSands may refuse to approve any change if the Vehicle or Camping Accessories are not available, or are required at a particular location for a booking by another party;
  - if RedSands is willing to approve a change to the time or date when the Vehicle or Camping Accessories are to be returned to RedSands, or the return location, You may be required to pay additional fees and charges. You will be notified of the additional charges applicable prior to the change having effect;
  - payment of all additional fees and charges applicable to any changes requested by You must be received by RedSands before the change has effect; and

- You acknowledge that if You fail to comply with this clause and return the Vehicle or Camping Accessories at a time or date, or to a different location than that specified in the Schedule without prior approval from RedSands and payment of all additional fees and charges, You will have breached the Rental Agreement. You will also be liable to RedSands in accordance with clause 7, in addition to any other liability under this Rental Agreement

## 7 Late Return or Return to a Different Location

- 7.1 If the Vehicle or Camping Accessories are not returned by the time and date set out in the Schedule or as agreed in accordance with clause 6, in addition to Your other liabilities under the Rental Agreement, You will be liable to pay a late return charge of two times the highest daily hire rate specified in the Schedule for each day or part day that the Vehicle or Camping Accessories are not returned plus the daily 4WD Wander Far Coverage payment, if applicable.
- 7.2 If the Vehicle and Camping Accessories are not returned to the return location set out in the Schedule or as agreed in accordance with clause 6, in addition to Your other liabilities under the Rental Agreement, You will be liable to pay for the transportation of the Vehicle and Camping Accessories to the agreed return location plus a late return charge of two times the highest daily hire rate specified in the Schedule for each day or part day from the end of the Rental Period to the day that the Vehicle and Camping Accessories arrive at the agreed return location.
- 7.3 You will continue to be responsible for the Vehicle and Camping Accessories until they are returned to RedSands and checked in by a RedSands' staff member at the agreed return location.

## 8 Substitution of Vehicle or Camping Accessories

- 8.1 RedSands will use reasonable endeavours to supply the Vehicle that was nominated at the time of booking.
- 8.2 If due to circumstances which were not reasonably foreseeable at the time of booking, the Vehicle or Camping Accessories are not available, RedSands may supply a vehicle or camping accessories which are substantially equivalent to the Vehicle or Camping Accessories nominated at the time of booking. Where this occurs, the substituted vehicle or camping accessories will be regarded as the Vehicle or Camping Accessories (as applicable) for the purposes of this Rental Agreement.

- 8.3 If RedSands is unable to supply a vehicle or camping accessories which are substantially equivalent to the Vehicle or Camping Accessories nominated at the time of booking, and You do not elect to hire a different vehicle or camping accessories in accordance with clause 8.4, You are entitled to a full refund of the amounts You have paid under this Rental Agreement. If this occurs, this Rental Agreement comes to an end and RedSands is not liable for any other costs or losses incurred by You, however arising.
- 8.4 If RedSands is unable to supply a vehicle or camping accessories which are substantially equivalent to the Vehicle or Camping Accessories nominated at the time of booking, RedSands may, subject to availability, offer You a different vehicle or camping accessories. The offer may be made subject to an adjustment to the rates and charges set out in the Schedule and the amounts which You must pay under the Rental Agreement if You accept the offer.
- 8.5 If You accept the offer of a different vehicle or camping accessories as described in clause 8.4:
- the vehicle or camping accessories supplied will be regarded as the Vehicle or Camping Accessories (as applicable) for the purposes of this Rental Agreement;
  - the Rental Agreement will be varied in accordance with the offer;
  - You must pay any additional charges payable by You prior to the commencement of the Rental Period, if applicable;
  - RedSands will refund to You any amounts payable to You on account of the changes made within 14 days; and
  - RedSands is not liable for any other costs or losses incurred by You, however arising.

## 9 Security Bond

- 9.1 Unless You have purchased 4WD Wander Far Coverage, You are required to pay RedSands the Bond as security for the performance of Your obligations under this Rental Agreement.
- 9.2 The Bond may only be paid in accordance with this clause 9 by credit card.
- 9.3 You must make payment prior to the collection of the Vehicle.
- 9.4 Only MasterCard and Visa credit cards are accepted by RedSands and the credit card must be in the name of the hirer of the Vehicle or a person noted as a driver on the Rental Agreement. A fee, equal to the cost of acceptance amount charged by the merchant and incurred by RedSands ("COA Fee"), will be waived at time of payment and only charged if the Bond is retained for Damage sustained to the Vehicle or Camping Accessories.

- 9.5 Subject to this clause 9, the Bond will be repaid to the person who paid it and to the same card if, after the conclusion of the Rental Agreement, there are no amounts for which You are liable to pay to RedSands pursuant to this Rental Agreement or on account of Your hire of the Vehicle or Camping Accessories. You will be liable for any fees incurred by RedSands to affect the return of the Bond.
- 9.6 You acknowledge that RedSands requires time to assess Your liability once the Rental Period has come to an end. For this purpose, RedSands may withhold repayment of the Bond for a period of up to 21 days from the end of the Rental Period while that assessment is made.
- 9.7 If, at the end of the Rental Period, You are liable to pay RedSands a sum of money pursuant to this Rental Agreement or on account of Your hire of the Vehicle or Camping Accessories, RedSands may set-off that sum against RedSands' liability to repay the Bond. If, after that set-off:
- Your liability exceeds the Bond, RedSands is not obliged to repay the Bond and You will remain liable for, and must immediately pay, the balance to RedSands;
  - the Bond exceeds Your liability, RedSands must repay the balance (and the COA Fee applicable to that balance) to the person who paid the Bond.
- 9.8 RedSands will provide You with an itemised invoice showing the amounts set-off pursuant to clause 9.7.
- 9.9 If, within 21 days of the end of the Rental Period, You are liable to pay RedSands a sum of money pursuant to this Rental Agreement or on account of Your hire of the Vehicle or Camping Accessories but that sum is not able to be accurately assessed, RedSands:
- may make a reasonable estimate of that sum; and
  - apply that estimate against the Bond in accordance with clause 9.7.
- 9.10 If RedSands has made an estimate in accordance with clause 9.9, then upon Your liability being accurately assessed:
- if the estimate exceeds the assessment, RedSands will repay, to the person who paid the Bond, the difference between the estimate and the assessment and the COA Fee which was paid on the difference; and
  - if the assessment exceeds the estimate, You will remain liable for, and must immediately pay, the difference to RedSands.
- 9.11 RedSands may apply the Bond in the manner contemplated by this clause 9 notwithstanding that there is, or is likely to be, a pending claim by RedSands under an applicable policy of insurance in relation to Your liability.
- 9.12 In the event that RedSands receives payment in response to a claim under an applicable policy of insurance in relation to Your liability, RedSands will repay to the person who paid the Bond an amount equal to:
- that proportion of the Bond (and any other amount paid pursuant to this clause) which reflects the payment received and the COA Fee applicable to that proportion of the Bond; less
  - any applicable Excess
- 9.13 If during the Rental Period, an event occurs which:
- may give rise to RedSands making a claim under an applicable policy of insurance in relation to the Vehicle or Camping Accessories; or
  - results in Damage to an estimated value equal to, or greater than, \$5,000;
- RedSands may require you to pay an additional sum reflective of the loss suffered or likely to be suffered by RedSands in relation to the event.
- 9.14 The additional sum referred to in clause 9.13 is to be held and may be applied in the same manner as the Bond.
- 9.15 Any failure by You to pay any sum required by RedSands pursuant to clause 9.13 is a material breach of the Rental Agreement.

## 10 Credit Card Pre-Authorisations

- 10.1 If You wish to purchase 4WD Wander Far Coverage, You must provide a credit card pre-authorisation in accordance with this clause 10 instead of a Bond.
- 10.2 The credit card pre-authorisation must be provided prior to your collection of the Vehicle.
- 10.3 Only MasterCard and Visa cards are accepted by RedSands for pre-authorisation. The credit card used must be in the name of the hirer of the Vehicle or a person noted as a driver on the Rental Agreement.
- 10.4 The amount of the credit card pre-authorisation required is equal to the Excess as detailed in clause 21.
- 10.5 If You cancel Your credit card for any reason during the term of the Rental Agreement or during the Rental Period, including to avoid payment for any Damage, Third Party Loss or any costs associated with Your use of the Vehicle or Camping Accessories, that conduct will be regarded as a material breach by You of the Rental Agreement.



## 11 Driver's Licence and Age Restrictions

- 11.1 You must hold a current, full, non-probationary, motor vehicle driver's licence:
- applicable and valid for the entire Rental Period,
  - appropriate for the class of the Vehicle type;
  - which has legal effect in all locations where You take the Vehicle; and
  - which shows Your current residential address
- 11.2 If You only hold a motor vehicle driver's licence issued in a country other than Australia, You acknowledge that laws and driving regulations may differ in each state and territory of Australia. For example, in some places in Australia, You are required to, among other things, carry an international driver's licence or permit. In other places, You may be required to, among other things, carry Your licence obtained outside of Australia and, if it is not in English, a formal translation of Your licence into English. Without limiting clause 12.10, it is Your responsibility to ensure that You comply with the laws and driving regulations which apply in each state and territory of Australia in which You travel.
- 11.3 Your original licence and any formal translation of it (if applicable) must be presented by You in person at the time of collection of the Vehicle. If Your motor vehicle driver's licence does not contain Your photograph, You must also present Your valid passport at that time.
- 11.4 If You do not comply with the requirements of this clause 11, or RedSands reasonably considers that, taking into account where You intend to travel, You are likely to breach this clause 11, RedSands may refuse to deliver the Vehicle and Camping Accessories (if applicable) to You.
- 11.5 Unless otherwise agreed by RedSands, all drivers of the Vehicle must be 25 years of age or older and be noted as a driver in the Rental Agreement.
- 11.6 The Vehicle must not be driven by any person other than those persons noted on the Rental Agreement as drivers.

## 12 Use of the Vehicle and Restrictions of Vehicle Use

- 12.1 The Vehicle and the Camping Accessories may only be used for recreational purposes in accordance with the terms of this Rental Agreement.
- 12.2 If the Rental Agreement includes the hire of the Camping Accessories with the Vehicle, the Vehicle and the Camping Accessories cannot be separated from each other.

- 12.3 You must not allow the Vehicle to be driven:
- by someone other than You;
  - otherwise than in a prudent and cautious manner;
  - in manner that would be dangerous or reckless;
  - in a manner that may cause damage to the Vehicle including to the Vehicle's engine, tyres or transmission;
  - by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
  - at a speed in excess of the relevant State or Territory speed limit or 110 kilometres per hour, regardless if the State or Territory speed limit is higher;
  - above a maximum speed of 80 kilometres per hour on any gravel, dirt or other unsealed road, or above a maximum speed of 60 kilometres per hour on the Kalumburu Road north of Drysdale River Station;
  - in breach of any laws, including road traffic laws or the directions of government authorities;
  - if it is in an unsafe condition;
  - in contravention of clause 11;
  - through a water crossing deeper than 0.4 metres;
  - below the high tide mark of any beach or other body of water; or
  - on any unformed track.
- 12.4 You acknowledge that there are restrictions on where You may take the Vehicle and any Camping Accessories. You may not drive or take the Vehicle and any Camping Accessories:
- along the Canning Stock Route;
  - on K'Gari (formerly Fraser Island);
  - along the Old Telegraph Track section of Cape York; or
  - across Yardie Creek in the Cape Range National Park whether water is visible or not.
- 12.5 In addition to the restrictions contained in clause 12.4, RedSands may need to further restrict where You may take the Vehicle and any Camping Accessories due to adverse road or weather conditions, and the distance to nominated destinations given the length of the Rental Period. RedSands will contact You to notify You of any additional restrictions that RedSands may deem necessary pursuant to this clause 12.5 and You agree to comply with those additional restrictions
- 12.6 You must not allow the Vehicle to be:
- left unlocked or left unattended while unlocked;
  - left with the ignition key, keyless start device or remote control in the Vehicle while it is unoccupied;
  - used for any commercial or other purpose for hire or reward, including without limitation, the carrying of passengers or property for hire or reward;
  - used for any illegal purpose;
  - used in any race, rally or contest;
  - used to tow any vehicle or trailer;

- used to carry more persons than is permitted by law or detailed in the Vehicle manual or on the Vehicle or as specified in the Rental Agreement;
  - used to carry volatile liquids, gases, explosives or other corrosive or inflammable material (with the exception of fuel contained in the Vehicle's fuel tanks as fitted at manufacture and LPG gas in any gas bottles supplied by RedSands);
  - used for the purpose of transporting and haulage of goods other than what might be reasonably expected to be transported for recreational purposes;
  - used to carry firewood, except in a canvas bag that is stored securely inside the Vehicle that does not cause damage to the Vehicle;
  - used to carry any item, other than the Camping Accessories, that may cause damage to the Vehicle; or
  - used to carry animals in the Vehicle, excluding registered disability dogs.
- 12.7 You must take reasonable care to prevent Damage to, or theft of, the Vehicle and the Camping Accessories, including, but not limited to:
- keeping the ignition key, keyless start device or remote control for the Vehicle under Your control until the Vehicle is returned to RedSands;
  - keeping the Vehicle locked with the windows up when left unattended; and
  - parking the Vehicle in locations which do not pose a material risk of Damage or exposure to hazards, including by falling trees or tree branches, near rising tides or the flow of water
- 12.8 You must not, and You must not allow anyone else, to smoke in, or near the Vehicle or the Camping Accessories.
- 12.9 You must not allow any other person to:
- take control of the Vehicle or the Camping Accessories, unless authorised by RedSands or otherwise required by law; or
  - acquire any interest in the Vehicle or the Camping Accessories (by security or otherwise).
- 12.10 You must inform Yourself of, and comply with, all laws applicable to Your use of the Vehicle and Camping Accessories pursuant to this Rental Agreement.

## 13 Monitoring by RedSands

- 13.1 You acknowledge that the Vehicle is fitted with a tracking and/or recording devices for Your safety and fleet management purposes and You explicitly consent to your driving being monitored and/or recorded. All information collected in this way will be in accordance with our Privacy Policy which can be viewed on our website.

- 13.2 Data logged or collected by the tracking and/or recording devices may be used by RedSands as evidence of any breaches by You of this Rental Agreement.

Without limiting Your liability under this Rental Agreement, if RedSands reasonably suspects that:

- You have been driving at a speed that exceeds either the speed limit or the appropriate speed for the road conditions; or
- You have failed to comply with the restrictions on Your use of the Vehicle or Camping Accessories under this Rental Agreement,

RedSands may require a safety check of the Vehicle ("Safety Check") and You will be charged a fee of \$275 for the safety check ("Safety Check Fee").

- 13.3 You agree that You will be liable for any Damage reported as a result of the Safety Check, which Damage includes Loss of Use from the end of the Rental Period to the time that the Damage is rectified by repair or replacement.

Any Damage reported as a result of the Safety Check carried out under this clause 13 is excluded from any purchased 4WD Wander Far Coverage

## 14 Child Vehicle Restraints

- 14.1 You may be required under the laws applicable in Australia to ensure that child car restraints are fitted to the Vehicle and used appropriately whilst driving with children in the Vehicle.
- 14.2 If Your use of the Vehicle requires child car restraints to be fitted to the Vehicle, it is Your responsibility to arrange for suitably qualified and accredited child restraint specialists to:
- advise on the most appropriate child car restraint to be used in the Vehicle; and
  - install the child car restraint in the Vehicle.
- 14.3 You agree that RedSands does not offer child car restraint advice and does not install child car restraints.
- 14.4 You agree that it is Your sole responsibility to ensure that appropriate child car restraints are fitted to the Vehicle, where necessary or appropriate.

## 15 Roadside Assistance, Maintenance and Repairs

- 15.1 During the Rental Period, You must take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and You must contact RedSands immediately should any vehicle warning lights indicate any potential malfunction.
- 15.2 During the Rental Period, should scheduled maintenance or servicing be required as determined by RedSands at its absolute discretion, RedSands will contact You and arrange this maintenance to be carried out with an approved RedSands service provider at RedSands' cost. RedSands is only liable for the cost of the maintenance or service and is not liable for any costs incurred by You in connection with the maintenance or service including but not limited to any reimbursement for Your time.
- 15.3 Emergency repairs of up to \$100 may be carried out without authorisation and will be reimbursed by RedSands on presentation of a tax invoice, unless the repairs were on account of Damage for which You are liable under this Rental Agreement. For amounts over \$100, RedSands must provide its prior approval before the amount is incurred.
- 15.4 In the event of breakdown, 24 hour emergency roadside assistance is available from the RAC WA and its interstate affiliates. If You have caused or contributed to the reason for engaging the roadside assistance provider, You are responsible for any costs that may apply from the roadside assistance provider.
- 15.5 Unless You are covered for the cost of a replacement tyre or tyres under the 4WD Wander Far Coverage, You must pay for the cost of repairing or replacing tyres damaged during the Rental Period.
- 15.6 All tyres replaced by You on the Vehicle must be Bridgestone AT Dueler size LT265/65/17 ("Compliant Tyres"). For safety reasons, You must not use other types of tyres on the Vehicle ("Non-Compliant Tyres").
- 15.7 Notwithstanding clause 15.4, You are not liable for the cost of repairing or replacing a tyre if:
- in the case of a replaced tyre, it is replaced with a Compliant Tyre; and
  - the replaced tyre is defective, returned by You to RedSands for inspection, and the manufacturer of the tyre accepts a warranty claim in relation to the tyre.
- 15.8 You acknowledge that You will not be reimbursed for any purchase of Non-Compliant Tyres in any circumstances, even if You have purchased 4WD Wander Far Coverage.

## 16 Your Liability under this Rental Agreement

- 16.1 Subject to clause 18, You are liable under this Rental Agreement to RedSands for:
- the amounts for, or in relation to, the rental of the Vehicle and any Camping Accessories under the Rental Agreement;
  - any Damage regardless of whether You are at fault or not; and
- the amounts for which You provide RedSands an indemnity under clause 26.
- 16.2 Without limiting clause 16.1, the types of Damage for which You are liable include:
- the costs to replace keys, keyless entry devices or remote controls which have become lost, or stolen, or damaged, or the costs to retrieve those items which have been locked in the Vehicle;
  - the costs to replace the Personal Locator Beacon (PLB) if activated;
  - damage to the awning and the roof top tents;
  - damage to the tyre rims;
  - damage caused to the Vehicle because the total load of the Vehicle has exceeded the recommended load as stated in the Vehicle manual;
  - damage caused by drivers not identified in the Schedule;
  - damage caused to the Vehicle due to the use of snow chains;
  - damage associated with the incorrect use of fuel for the Vehicle engine type, the use of Bio-Diesel (which should not be used in any circumstances), or water or other contamination of fuel.
  - damage associated with contaminating the water tank with fuel;
  - damage to the interior of the Vehicle;
  - damage to the Vehicle by loading or unloading;
  - damage caused to the Vehicle by Your wilful or reckless misconduct;
  - damage caused to the bonnet or roof of the Vehicle including damage caused by sitting or standing on the bonnet or roof of the Vehicle;
  - the costs of retrieving or recovering the Vehicle which may include, but is not limited to, where the Vehicle has been impounded or taken by another party; become bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; or been abandoned;
  - damage caused by any retrieval or recovery of the Vehicle including, without limitation, as a result of the Vehicle becoming bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way;



- damage caused by submersion or immersion;
- contact with salt water;
- being in contact with, or driven on, salt lakes or salt flats;
- damage caused by floods or flooding;
- damage caused by beach driving;
- any act or incident, however occurring, that causes Overhead Damage or Underbody Damage;
- Your failure to observe any warning indicators that may appear in the Vehicle or to contact RedSands in relation to any warning indicators; or
- You attaching or installing Your own equipment to the Vehicle.

16.3 If in RedSands' reasonable opinion, the damage to the Vehicle or Camping Accessories is not repairable or is uneconomic to repair, You will be liable for the replacement cost of so much of the Vehicle or Camping Accessories that has been damaged.

16.4 Where there is more than one of You, Your liabilities under this Rental Agreement are owed by You jointly and severally.

## 17 No Provision of Insurance

17.1 You acknowledge that RedSands does not offer You insurance under this Rental Agreement. Instead, RedSands permits Your liability to RedSands to be reduced in limited circumstances set out in this Rental Agreement where a policy of insurance held by RedSands indemnifies RedSands for certain losses suffered by it.

17.2 You should make all relevant enquiries to determine what insurance may be required by You in connection with the Rental Agreement, Your use of the Vehicle and Camping Accessories and Your travel arrangements generally.

17.3 You acknowledge that although compulsory third party motor vehicle insurance may cover certain claims made against You for personal injury caused by You or Your use of the Vehicle, RedSands recommends that You seek professional advice on the most appropriate choice of insurance for You. This includes, for example, appropriate travel insurance, vehicle insurance, health insurance, accident, emergency and hospital insurance.

## 18 Reducing Your Liability

18.1 Subject to Your payment of the applicable Excess for each claim in relation to the Vehicle or Camping Accessories, Your liability under clause 16.1 is reduced to the extent of the amount of any proceeds RedSands is paid on account of any claim made by it under an applicable policy of insurance RedSands may hold in relation to that liability. In the event that RedSands does not hold an applicable policy of insurance for all or part of Your liability, or the insurer refuses to indemnify RedSands in relation to a claim, Your liability (or that part of Your liability) under clause 16.1 is not subject to change.

18.2 Nothing in this Rental Agreement limits Your liability that may arise at law independently of this Rental Agreement.

18.3 The liability of a driver for causing personal injuries resulting from the use of the Vehicle is covered by statutory compensation schemes in each State and Territory.

## 19 Payment of Excess

19.1 Prior to RedSands making any claim under an applicable policy of insurance in relation to a liability referred to in clause 16.1 above, You must:

- subject to clause 19.3, pay the applicable Excess in relation to that claim; and
- provide all reasonable assistance to RedSands in making any claim including providing all relevant information to RedSands or its insurer.

19.2 After a claim is made, You must continue to provide all reasonable assistance to RedSands and its insurer, including attending any court or tribunal to give evidence or providing relevant documents if requested to do so, and all costs associated with these actions will be Your responsibility.

19.3 The Excess is not payable by You in relation to a claim if RedSands is notified by its insurer that no Excess is applicable in relation to that claim.

19.4 If You pay the Excess and subsequently, RedSands is reimbursed for that amount from its insurer, RedSands will repay the amount to You after deduction of any other sums You may owe RedSands.

19.5 You acknowledge that it may take time for any insurance claim to be processed by RedSands' insurer. RedSands is not obliged to pay any sums which may become payable to You in relation to, or as a consequence of any such claim until that claim has been resolved by the insurer.

- 19.6 Nothing in this Rental Agreement imposes any obligation on RedSands to take out any particular type of insurance policy or policies in relation to any risk associated with the Rental Agreement, the Vehicle or Camping Accessories or Your rental, possession or use of the Vehicle or Camping Accessories.
- 19.7 Where the Excess which would be payable by You in relation to a claim under an applicable policy of insurance is likely to exceed the amount of Your liability, RedSands will waive any requirement for You to pay the Excess provided that You remain liable for, and pay, Your liability.
- 19.8 Nothing in this Rental Agreement imposes any obligation on RedSands to make a claim under a policy of insurance if:
- acting reasonably, RedSands considers that the relevant insurer will not indemnify RedSands in relation to the proposed claim; or
  - RedSands elects, in its absolute discretion, to accept payment by You of an amount equivalent to the applicable Excess in full satisfaction of Your liability in relation to the proposed claim.

## 20 Examples of Damage Not Covered by Insurance

- 20.1 You acknowledge that even where RedSands holds a policy of insurance, that policy will not cover all of Your liability referred to in clause 16.1 above.
- 20.2 You acknowledge that it is not possible to state every loss which may be covered by an applicable policy of insurance held by RedSands. However, the following types of loss (regardless of fault) are NOT covered by insurance:
- Damage caused by Your breach of this Rental Agreement;
  - Damage incurred while You are driving the Vehicle and at that time, You are impaired by any drug or intoxicating liquor;
  - You are subsequently convicted of driving under the influence of any drug or intoxicating liquid;
  - You have a percentage of alcohol or drugs in Your breath, blood or urine in excess of the percentage permitted by law at that time;
  - You refuse to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by law;
  - Damage to any of the Camping Accessories;
  - Damage occurring whilst the Vehicle is on a beach or sand dune;
  - Damage caused by flooding, stranding, or immersion;
  - Damage to the tyres of the Vehicle caused by the application of brakes or by punctures, cuts or bursts;

- 20.3
- Underbody Damage;
  - Overhead Damage;
  - Loss of Use;
  - any Damage intentionally caused by You;
  - any loss or damage to Your personal belongings or property (or any person or entity related to You or any passenger in the Vehicle); and
  - any of the matters specified in clause 22.

## 21 4WD Wander Far Coverage

- 21.1 4WD Wander Far Coverage only applies when purchased by You prior to the time of commencement of this Rental Agreement.
- 21.2 By purchasing 4WD Wander Far Coverage:
- Your liability under this Rental Agreement to pay the Excess for each claim is reduced in circumstances where RedSands makes a claim under an applicable policy of insurance in relation to a liability referred to in clause 16.1 above; and
  - You are entitled to be reimbursed by RedSands for certain limited types of Damage as specified in clause 21.5 in any event.
- 21.3 4WD Wander Far Coverage only applies to the liabilities expressly referred to in this clause.
- 21.4 If you purchase 4WD Wander Far Coverage:
- the Excess is reduced from \$5,000 to \$500 ("Reduced Excess"); and
  - You are not liable for the Damage specified in clause 21.5
- 21.5 Where Damage is suffered through no fault or negligence of Yours,
- (a) the Damage in respect of which You are not liable under the 4WD Wander Far Coverage is as follows:
- in the case of a RedSands 4WD Camper Vehicle, the replacement of one (1) windscreen, unlimited windscreen chip repairs, the replacement of two (2) tyres and three (3) tyre puncture repairs;
  - in the case of a RedSands Toyota Prado Vehicle, the replacement of one (1) windscreen, unlimited windscreen chip repairs, the replacement of two (2) tyres and three (3) tyre puncture repairs; and
- (b) further, when the 4WD Wander Far Coverage option is elected, You are not liable for any Underbody Damage, except for the payment of the Reduced Excess in the amount of \$500 for each incident or claim which is due and payable by You.

- 21.6 You acknowledge that even if You purchase 4WD Wander Far Coverage, it does not reduce Your liability in circumstances where the Damage is not covered by clause 21.5, and in the event clause 21.5 does apply and so does one or more of the following:
- there is no applicable policy of insurance;
  - a policy of insurance held by RedSands does not cover Your liability; and
  - the amount of the liability is less than the Excess payable.
- 21.7 If You have purchased 4WD Wander Far Coverage prior to the time of commencement of this Rental Agreement and during the Rental Period, an event occurs which:
- may give rise to RedSands making a claim under an applicable policy of insurance in relation to the Vehicle or Camping Accessories; or
  - results in Damage to an estimated value equal to, or greater than, \$5,000; then:
  - the 4WD Wander Far Coverage comes to an end immediately following that event;
  - provided You are not in breach of this Rental Agreement, You may, within 48 hours of the event occurring, purchase new 4WD Wander Far Coverage from the date of the event to the end of the Rental Period; and
  - unless You purchase new 4WD Wander Far Coverage, you must pay the Bond.
- 21.8 For the purposes of assessing the cap on the daily charge for the new 4WD Wander Far Coverage referred to in clause 21.7 above, the date of the event is the first day, irrespective of the number of days for which You held 4WD Wander Far Coverage prior to the event.
- 21.9 If you purchase new 4WD Wander Far Coverage in accordance with clause 21.7, You are entitled to a credit for any daily charge paid in relation to the previous 4WD Wander Far Coverage for any day or days after the date of the event. If on, or prior to, the date of the event, a cap in relation to the previous 4WD Wander Far Coverage has been reached, You are not entitled to any credit under this clause.
- 21.10 Details of the daily charge for 4WD Wander Far Coverage, together with information about the cap on the daily charge and the inclusions can be found at [www.redsandscampers.com/liability-reductions/](http://www.redsandscampers.com/liability-reductions/)

## 22 Exclusions of Liability

- 22.1 Without limiting any other clause of the Rental Agreement, You agree and acknowledge that, irrespective of whether You have 4WD Wander Far Coverage, You are also responsible for any loss or damage (including theft): to (or of) Your personal belongings or property (or the personal belongings or property of any other person, including any person or entity related to You or any passenger in the Vehicle);
- suffered or incurred by You in respect of any travel or accommodation expenses;
  - suffered or incurred by You on account of RedSands being unable to supply the Vehicle or Camping Accessories, (with the exception of any amounts payable to You pursuant to clause 8);
  - suffered or incurred by You on account of You being unable use the Vehicle or the Camping Accessories during Your Rental Period because the Vehicle or the Camping Accessories must be repaired or replaced on account of Damage caused, contributed or incurred by You; or
  - suffered or incurred by You any loss or damage which is consequential upon any other loss or damage suffered by You, such as, for example, loss of income or lost opportunities.
- 22.2 You irrevocably discharge and release RedSands, its employees and agents, from any liability to You (regardless of who is at fault), for any loss or damage referred to in clause 22.1.
- 22.3 To the fullest extent permitted by law, the total liability of RedSands arising out of or in connection with any major fault or failure of the Vehicle or Camping Accessories as determined by RedSands in its absolute discretion and where not caused or contributed by You, is limited to a maximum amount of \$200 per day for each day:
- You are unable to use the Vehicle or Camping Accessories; and
  - You have not been provided with a vehicle or camping accessories in substitution for or as a replacement of the Vehicle or Camping Accessories.
- Any such liability is capped in the aggregate to a maximum amount equivalent to the total hire charges paid by You under the Rental Agreement.

## 23 Vehicle Retrieval/ Recovery

- 23.1 Should the Vehicle and/or Camping Accessories require recovery or retrieval, You must immediately contact RedSands who will arrange for the recovery or retrieval. RedSands shall have the absolute authority to determine the destination for the Vehicle and/or Camping Accessories recovery or retrieval.
- 23.2 Should the Vehicle and/or Camping Accessories require recovery or retrieval, and it is determined that Your actions have contributed to the circumstances necessitating the recovery or retrieval, You will be responsible for:
- all costs associated with the recovery or retrieval of the Vehicle and/or Camping Accessories; and
  - any Damage to the Vehicle and/or the Camping Accessories caused by the retrieval or recovery; irrespective of whether you have purchased 4WD Wander Far Coverage.

## 24 In the Case of an Accident

- 24.1 If You are involved in a motor vehicle accident, You must:
- stop and remain at the scene for so long as is necessary to fulfil Your obligations under this clause and at law;
  - call 000 if anyone is injured or otherwise if assistance from emergency services is required;
  - obtain the names and addresses of any other drivers of vehicles or persons involved in the accident; their vehicle registration details, make, and model and the name and contact details of their insurer (if any);
  - obtain the names and addresses of any witnesses;
  - report the accident to police, regardless of the estimated cost of damage;
  - not accept blame or insist the other party is at fault;
  - if possible, photograph damage to all vehicles; and report the accident to RedSands within 24 hours and provide RedSands with all reasonable assistance and information in relation to the accident.
- 24.2 If the Vehicle can no longer be safely used following an accident, RedSands will use reasonable endeavours to supply a replacement vehicle. The provision by RedSands of a replacement vehicle is subject to availability, Your location and the unexpired portion of the Rental Period at the time of the accident.
- 24.3 If a replacement vehicle is available, You are responsible for making Your own way to the nearest RedSands' pick-up location at Your own cost. A new Bond or the purchase of a new 4WD Wander Far Coverage (if applicable) will be required for the exchange vehicle. The rental of the replacement vehicle will otherwise be on the same terms and conditions as this Rental Agreement, for the balance of the unexpired portion of the Rental Period.

## 25 Cancellation Charges

- 25.1 By booking the Vehicle and Camping Accessories and paying any sum on account of their rental, You agree to be immediately bound by this Rental Agreement.
- 25.2 You may cancel Your booking and terminate this Rental Agreement by providing written notice of cancellation to RedSands prior to the commencement of the Rental Period in return for payment of a cancellation charge as follows:
- for written notice of cancellation received 91 days or more prior to the commencement of the Rental Period, a cancellation charge of \$75 is payable by You; and
  - for written notice of cancellation received 90 days or less prior to the commencement of the Rental Period, the amount of the cancellation charge is calculated as a percentage of the estimated daily hire rate for Vehicle and any Camping Accessories for the duration of the Rental Period multiplied by the number of days of the Rental Period ("Total Hire Charge"). The percentage applicable depends upon when the written notice of cancellation is provided and is calculated as per the following table:

Time before commencement of Rental Period that written notice is given	Percentage of Total Hire Charge You must pay
55 to 90 days	10%
35 to 54 days	30%
30 to 34 days	50%
2 to 29 days	90%
1 day or less	100%

- 25.3 If You do not collect the Vehicle and any Camping Accessories from the location, and on the time and date specified in the Schedule, You will have breached this Rental Agreement. Even if you have not collected the Vehicle and any Camping Accessories you remain liable for 100% of the Total Hire Charge and are not entitled to any refund. If, after deduction of the applicable charges calculated under this clause 25, there is a sum owing to You from RedSands, You will be refunded that sum within 21 days.

## 26 Your Indemnity to RedSands

- 26.1 Subject to this clause 26, You indemnify and must keep indemnified, RedSands, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them in relation to:
- Your possession or use of the Vehicle or Camping Accessories;
  - any breach by You of this Rental Agreement; or
  - claims or demands by any person for Third Party Loss in relation to Your possession or use of the Vehicle or Camping Accessories.
- 26.2 Nothing in this clause 26.1 releases or indemnifies RedSands from any obligation of RedSands in circumstances where RedSands is found to have acted negligently.
- 26.3 Nothing contained in this Rental Agreement shall exclude any express or implied conditions, warranties or requirements that cannot be so excluded under the Competition and Consumer Act 2010 (Cth) or otherwise at law.

## 27 Traffic Offences and Tolls

- 27.1 You are responsible for tolls and infringement notices for traffic and parking offences relating to Your rental of the Vehicle.
- 27.2 Unpaid tolls and infringement notices for traffic and parking offences relating to Your rental of the Vehicle may be received by RedSands. In the event an infringement or toll notice is received in relation to an event occurring during the Rental Period or otherwise when the Vehicle is in Your possession or control, RedSands will advise the relevant authority that You were the driver of the Vehicle at that time. The authority is then likely to issue the infringement or toll notice to You.
- 27.3 RedSands may charge You a processing fee of up to \$75 for each infringement and toll notice to reimburse RedSands for the costs incurred in processing the notices.

## 28 Termination of the Rental Agreement by RedSands

- 28.1 You acknowledge that RedSands may terminate the Rental Agreement and repossess the Vehicle and Camping Accessories (and for that purpose enter upon any premises and remove the Vehicle and Camping Accessories) at any time, without notification to You, and that You will pay the reasonable cost of repossessing the Vehicle and Camping Accessories, including towing charges if:
- You are in breach of any material term of this Rental Agreement, including without limitation, clauses 4, 7, 10.5, 11, 12, and 25;
  - You have obtained the Vehicle or Camping Accessories through fraud or misrepresentation;
  - RedSands reasonably believes, that the safety of the passengers or the condition of the Vehicle or Camping Accessories are endangered;
  - the Vehicle or Camping Accessories are not returned on the agreed return date or RedSands reasonably believes that the Vehicle or Camping Accessories will not be returned on the agreed return date; or
  - RedSands reasonably believes the Vehicle or the Camping Accessories to be abandoned.
- 28.2 You acknowledge that in the event of such termination or repossession, You have no right to a refund of all or any part of the hire or other charges for the Rental Period.

## 29 Credit card authority

- 29.1 RedSands is entitled to retain and You authorise RedSands to retain, the details of the credit card provided by You in connection with the Rental Agreement in accordance with the Privacy Policy.
- 29.2 You irrevocably authorise RedSands to charge to the credit card provided by You, an amount equivalent Your liability under this Rental Agreement or an estimate of that amount.
- 29.3 The authority referred to in clause 29.2 survives termination of this Rental Agreement and may be acted upon during or after the conclusion of the Rental Period.



29.4 Without limiting the charges that may be made pursuant to this authority, they include amounts under:

- clause 4 (Payments);
- clause 5 (Collection & Return of Vehicle);
- clause 6 (Booking Changes Prior to or During the Rental Period);
- clause 7 (Late Return or to a Different Location);
- clause 9 (Security Bond);
- clause 13 (Monitoring by RedSands);
- clause 15 (Roadside Assistance, Maintenance and Repairs);
- clause 16 (Your Liability under this Rental Agreement);
- clause 19 (Payment of Excess);
- subject to Your election for such cover,
- clause 21 (4WD Wander Far Coverage);
- clause 25 (Cancellation Charges); and
- clause 27 (Traffic Offences and Tolls).

29.5 If an amount is charged by RedSands pursuant to the authority given by this clause, RedSands will provide you with an itemised invoice of the money charged.

## 30 Title to the Vehicle and Security Interests

30.1 RedSands retains title to the Vehicle at all times.

30.2 You must 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 or the Camping Accessories.

30.3 RedSands may register any security interest held by it arising under, in connection with, or contemplated by this Rental Agreement on the PPSR without notice to You. To the extent permitted by law, You waive any rights you may have to receive notice of that registration or a change to that registration. You agree to do all things that RedSands may reasonably require to ensure that RedSands has a perfected security interest in, and has priority over any other security interests in, the Vehicle and Camping Accessories.

## 31 Privacy

31.1 RedSands will collect personal information in accordance with this Rental Agreement. Any information collected by RedSands will be handled in accordance with the Privacy Policy. You agree that RedSands may collect, use and disclose Your personal information in accordance with the Privacy Policy.

## 32 Governing Law

32.1 The Rental Agreement is governed by and is to be interpreted in accordance with the laws applicable in Western Australia. Each party agrees to submit to the non-exclusive jurisdiction of the courts in Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 33 Entire Agreement

33.1 The Rental Agreement contains the entire agreement between the parties about the subject matter and supersedes all prior representations, statements, communications, negotiations, arrangements, understandings and agreements, either oral or written, between the parties with respect to the subject matter of the Rental Agreement.

## 34 Severance

34.1 Any provision of this Rental Agreement that is illegal, void or unenforceable is only ineffective to the extent to which the provision is illegal, void or unenforceable, without invalidating the remaining provisions.