

TERMS AND CONDITIONS

ROADSIDE ASSIST

For all **vehicle and equipment enquiries** when you're on the road, please call **+61 417 740 308**

1. Rental

- 1.1.** The Company agrees to hire the Vehicle to you, and you agree to hire the Vehicle from the Company subject to the terms set out in this Agreement.
- 1.2.** Before taking possession of the vehicle, you must inspect it and report any missing items, damage, or defect. Any such damage is to be photographed and noted in a Vehicle Condition Report.
- 1.3.** Any damage or defect not included in a Condition Report will be deemed to have occurred after the commencement of this Agreement, and you may be charged as per your Damage Cover option.
- 1.4.** By taking possession of the vehicle you:
 - a. warrant that you have undertaken this inspection and satisfied yourself that the Vehicle is delivered to you in good operating condition, and without any other damage or defects and in satisfaction of all statutory warranties and conditions save as noted; and
 - b. agree that the Vehicle is entirely at your risk during the Term.

2. Hirer's Obligations

- 2.1.** The vehicle may be driven during the hire Term only by the Hirer and persons named on the rental agreement and only if they hold a current driver's license appropriate for the vehicle at the time when they are driving the vehicle and are not otherwise an Unauthorised person.
- 2.2.** Handle and park the Vehicle with care, ensuring it's locked and parked in a secure area when not in use. Any loss of or damage to the vehicle (and any accessories) during the hire, excluding reasonable wear and tear, is the Hirer's liability.
- 2.3.** In the event of a mechanical issue or equipment defect, stop driving immediately and contact **Roadside Assist +61 417 740 308**. Do not continue to drive the vehicle until we have advised you to do so.
- 2.4.** Notification of any new damage or defect must occur within 24 hours of discovering the issue. Claims submitted after this period won't be accepted.
- 2.5.** Adhere to all local traffic laws and do not operate the Vehicle recklessly or without due care.
- 2.6.** You must not allow the Vehicle to be driven:
 - a. at a speed more than the relevant State or Territory speed limit and never more than 110 kilometres per hour, regardless of if the State or Territory speed limit is higher.
 - b. above a maximum speed of 80 kilometres per hour on any gravel, dirt, or other unsealed road, regardless of if the State or Territory speed limit is higher.
- 2.7.** Maintain recommended fluid levels (radiator, battery, oil), and tire pressures.
- 2.8.** Where applicable, it is the Hirers' responsibility to ensure snow chains are properly fitted in winter conditions as required by local road authorities or ski resorts to avoid damage to the Vehicle, people, or property.

3. Return of the Vehicle

- 3.1.** You must return the Vehicle (and Keys) to the Return Location in the same condition, except for normal wear and tear. However, the Company has the right to retake the Vehicle at your cost if you breach this Agreement, illegally park it, use it unlawfully, or in Our view, abandon it. If the We retake the Vehicle, any remaining part of the Hire Period will be cancelled without any refund to You.
- 3.2.** The Vehicle must be returned in a Clean State, meaning that it has been vacuumed inside with interior surfaces wiped down, exterior cleaned of dust and mud, and otherwise free of any rubbish, stains, or odours. If the vehicle is not returned in a Clean State, a cleaning fee will be payable by you:
 - a. \$200 Cleaning Fee for 2WD vehicles, or
 - b. \$400 Cleaning Fee for 4WD vehicles.
- 3.3.** If the vehicle contains a toilet and/or wastewater tank, they must be returned empty, or a \$250 fee will be charged to you per uncleaned item.
- 3.4.** Failure to return the Vehicle by the specified Return Time on the Return Date without written approval by Us will result in additional charges and may result in termination or your Rental Agreement and the Vehicle being reported as stolen.
- 3.5.** If you return the vehicle after the Dropoff Location has closed for business, the vehicle is not considered Returned until the Dropoff Location re-opens for business. During this time, you remain fully responsible for the vehicle.

4. Charges and Bond

- 4.1.** Prior to Vehicle Possession, you must provide Us with an acceptable Credit Card or Debit Card, pay the applicable Hire Fees, and provide Security Bond. Pre-paid Card, Cash payments, and Bank Transfers are not accepted. We may deduct the Bond amount from your credit card at any time.
- 4.2.** All payments to Campervan Village are subject to a non-refundable Merchant Fee.
- 4.3.** If any fees are payable, or become payable during the hire Term, you consent to have these amounts charged to you. This includes Area of Use Fees, One Way Fees, Liability Reduction Fees, Toll Road Fees, Additional Driver Fees, Under 21 Surcharge, Remote Location Fee, Booking Fee, Cleaning Fee, or any other disclosed on our Website or Policies.
- 4.4.** All fees are subject to change without notice.
- 4.5.** You authorize us to apply the Bond towards any outstanding payments under this Agreement. We can debit remaining amounts due under this agreement from any recorded credit card without prior demand, even after the Agreement's expiry or termination.
- 4.6.** We may combine any security deposit in cash or converted into cash with our own funds, managing them as needed.

5. Bond Refund

- 5.1.** The Bond is refundable provided the Vehicle is returned on the Return Date and to the Return Location undamaged and in a Clean State.
- 5.2.** Before a refund can be processed, the Vehicle must be inspected and any damage to be assessed and this process may take between 7 and 21 days.
- 5.3.** If the Vehicle is involved in (or alleged to have been involved in) an Incident, security deposit will be returned:
 - a. Within 12 months after you provide an Incident Report for each Incident, or
 - b. Within 60 days after finalizing all Third-Party Claims related to the Incident, or
 - c. Within 60 days after any applicable limitation period expires, and
 - d. if the above don't apply, reimbursement will be within 60 days after we regain Possession of the Vehicle from you.
- 5.4.** If the vehicle is involved in (or alleged to have been involved in) an incident, upon returning the Vehicle to us you must:
 - a. Provide an Incident Report for each Incident, or
 - b. Furnish a written notice using our approved form, affirming no Incident occurred and indemnifying us from potential Claims.
- 5.5.** Your obligation under these clauses don't curtail other obligations stated in this Agreement.

6. Limited Kilometres

- 6.1.** A Limited Kilometre Allowance permits for 300 kilometres per day averaged over the Term of hire. i.e., for a 10-day hire, your kilometre allowance would be 3000km.
- 6.2.** All excess kilometres are payable upon return of your vehicle at following rates for each category type:

- a. 2WD (Aventus 2, Johnny Feelgood): \$0.35 per km
- b. 4WD (Grip, Desert Sands): \$0.55 per km

7. Unlimited Kilometres

- 7.1.** Unlimited Kilometres allowance may be provided subject to the terms of this agreement and the permitted Area of Use.
- 7.2.** Unlimited Kilometres is subject to additional Area of Use restrictions for the Johnny Feelgood vehicle category. Please refer to Area of Use section of this agreement.
- 7.3.** If you travel outside of the permitted Area of Use, or if you have breached the terms of this agreement, your contract will revert to a Limited Kilometre Allowance.

8. Additional Charges

- 8.1.** You must pay, and you hereby indemnify us in respect of all Loss or Liability that we or any Third Party sustain or incur that in any way relates to or arises out of your breach of this Agreement or your use of the Vehicle during the Term, including but not limited to:
 - a. any personal injury, loss of income, expense, or property loss or damage of any kind
 - b. any repair costs to the Vehicle or any Third-Party vehicle, or the replacement cost thereof if it cannot be repaired economically.
 - c. any toll charges, fines, or penalties whatsoever (including any fines, fees or penalties relating to any camping, parking, speeding or traffic violations), any assessment, report, transportation, towing and recovery, storage, and cleaning charges or expenses.
 - d. any legal and administration expenses (on a full indemnity basis) in any way relating to investigating and/or responding to, defending, or prosecuting or settling any legal proceedings, claims, enquiries, or investigations.
 - e. any judgment or order obtained by any Third Party, including any interest thereon.
 - f. any exercise, or attempted or purported exercise, of our rights under this Agreement, including but not limited to any action to take to repossess the Vehicle.
 - g. any merchant/processing fees or surcharges we incur in relation to your payments.
 - h. subject to this Agreement, any other Claim that may be made against us whatsoever, except to the extent that such Claim relates to any Loss caused by our negligence.
- 8.2.** If You return the vehicle after the Return Time You will be charged a late return fee of \$150
- 8.3.** If the Vehicle becomes unavailable for hire as a result of anything that happens during the Term (other than our failure to comply with any applicable consumer guarantee) or as a result of your failure to return the Vehicle (and the Keys) to the Return Location by the Return Time on the Return Date, including but not limited to any Incident, you must continue to pay 100% of the applicable Hire Fees otherwise payable pursuant to this Agreement for each day or part day during the period of such unavailability. You acknowledge and agree that the amounts payable under this clause represent a genuine pre-estimate of the loss of income we will suffer during any such the period of unavailability.
- 8.4.** If the Vehicle is left anywhere other than the Return Location, you must also pay a Relocation Fee of up to \$2000 to cover loss of income and expenses required to reposition the Vehicle to that address.
- 8.5.** If, during the Rental Period, you wish to change the Return Location, you must first obtain Our written approval. Subject to the change of the Return Location being approved, an additional minimum charge of \$750 will apply. Approval may be withheld for any reason.
- 8.6.** You have no Liability to us for any toll claims if you have paid the Toll Road Levy.
- 8.7.** You must pay to us the sum of \$150 for each Claim made against us during the Total Term, whether by you or by any Third Party. Where the Claim relates to an Incident, you must also pay us the sum of \$100 to obtain and review any police report in relation to same. You acknowledge and agree that these sums represent a genuine and reasonable estimate of the administration expenses we will incur in investigating the merits of each such Claim, including liaising with you, with any Third Party involved or their insurers and/or legal advisors, and with our own legal advisors in relation thereto. However, if our administration expenses exceed this sum, you must nevertheless pay to us an amount equal to the full amount of our expenses less any moneys previously paid by you pursuant to this clause.
- 8.8.** We reserve the right to charge you for any infringement and unpaid toll notices incurred during your possession of the Vehicle and you agree that we may charge such amounts to your credit card. You agree to pay administration costs of \$77 per infringement and unpaid toll notice (unless you have paid the Toll Road Levy), which will be charged to the credit card provided at the time of hiring without further notice to you. You agree that personal information provided to us in connection with the rental of the Vehicle, including your credit card details, may be disclosed by The Company to a third party for the purpose of contacting you in relation to any infringement and unpaid toll notice incurred during your possession of the Vehicle and for administration costs incurred by The Company. Any enquiries relating to infringement, unpaid toll notices and administration costs are to be directed to info@forwardau.com.
- 8.9.** In addition to any other moneys payable by You under this Agreement, You must pay a fee of \$100 to Pick up and \$100 to Return a Vehicle outside our normal business hours, which are listed on our Website. If you leave the vehicle unattended when we are closed, you remain wholly responsible for any loss or damage until we can take it back during our opening hours.
- 8.10.** An additional fee of \$195 applies to any Pickup or Dropoff which occurs on a Public Holiday.

9. Damage Cover

- 9.1.** If the Vehicle is involved in an Incident (except Excluded Incidents), you can buy damage cover (Liability Reduction Options) for that Incident. By buying damage cover, you warrant the right to do so and agree:
 - a. We can handle legal proceedings for the Incident and negotiations.
 - b. Your rights related to the Incident are assigned to us ("Assigned Rights").
 - c. We'll indemnify you up to \$50,000 for loss, damage to the Vehicle, and Third-Party Judgments if you're eligible and don't breach this Agreement, either prior to, or after the Incident.
- 9.2.** You can't buy damage cover (or we might not sell it) if you:
 - a. Have not request to do so within 12 hours of the Incident.
 - b. Have not provided an Incident Report to us.
 - c. Breach this Agreement before or after the Incident.
 - d. Are already insured for the Incident.
 - e. Admit fault or liability for the Incident.
 - f. Impact the Assigned Rights negatively.
 - g. Can't identify the other vehicle/driver or if it's an Excluded Incident.
- 9.3.** A Liability Reduction Option applies if and only if:
 - a. You have paid the applicable Liability Charge within 12 hours of any incident,
 - b. the driver at the time of the Incident was not an Unauthorised Person,
 - c. you have selected the relevant Liability Reduction Option at the time of hire,
 - d. paid the applicable Liability Reduction Fees,
 - e. complied with all requirements applicable to the relevant Liability Reduction Option,
 - f. damage cover is not otherwise excluded, either generally or under the terms applicable to the relevant Liability Reduction Option, under any exclusions or limitations set out in this Agreement or on our Policies Page, and you are not precluded from purchasing damage cover under this Agreement.

10. Rejection of Damage Cover

- 10.1.** If Damage Cover is not purchased or otherwise becomes void, you accept that the vehicle is hired to you at your own risk in respect of Loss of or damage to the vehicle and consequential loss

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by The Company. This Loss includes any salvage costs, loss of ability to re-hire and loss of revenue and any loss of, or damage to vehicle and property of third parties arising during the hire.

11. Damage Cover Exclusions

11.1. The following damages, expenses and incidents are excluded from damage cover, and the hirer shall be wholly liable for all related costs:

- All damage caused by or in connection with reckless conduct or wilful misconduct of the Hirer or any passenger in the Vehicle.
- Recovery fees, towing or salvage.
- Any losses from Fire, Theft, or unlawful entry.
- If a driver of the Vehicle is convicted of any driving offence under Australian or New Zealand law where the Vehicle, property or any other vehicle is damaged in circumstances which are illegal in Australia and New Zealand.
- Key retrieval or loss.
- All costs as a result of breakages, loss, theft or defacement of the Vehicle's interior.
- Any damage or expenses involving or resulting from:
 - Single Vehicle Accidents (unless SVA Cover applies)
 - Driving between dusk and dawn
 - Being outside Permitted Areas of Use
 - Unauthorised drivers
 - Incorrect fuel usage, or contamination of fuel.
 - Partial or total submersion in water, including river or flood crossings, beach driving, and saltwater contact.
 - Damage resulting from, or incurred while in breach of, this Agreement by you or others in the Vehicle.
 - Continued operation of the Vehicle when you have become aware, or should reasonably have become aware of a defect, except where you have communicated with us in relation to same and stopped, investigated, and facilitated any such defect to be repaired.
 - The Vehicle is operated outside the Term of Hire or any agreed extension.
 - Off-road driving (being all driving that doesn't take place on a road covered with hard surface such as tar, bitumen, or concrete) including fire trails, beaches, sand, tracks, fields, or paddocks. The only exception is the reasonable use of access roads to recognised commercial campgrounds or permitted National Parks less than 10 kilometres in length.
- Roof (included any rooftop tents, or other accessories) and Underbody damage is not covered unless explicitly stated under your selected damage cover option.

12. Malfunctions, Repairs and Accidents

12.1. In the event of an accident, You must:

- Record time/date/location of incident and personal and insurance details of other parties.
 - Notify police immediately, and Campervan Village by phone or email as soon as is practicable, within 24 hours of the incident.
- 12.2.** It is your responsibility to immediately communicate any accident, breakdown, or malfunction to **Roadside Assist +61 417 740 308**. Do not continue to drive the vehicle until we have advised you to do so.
- 12.3.** You acknowledge and agree that:
- If You have not Roadside Assist or You do not allow Us the opportunity to rectify an issue, you agree to make no claim for loss of time in respect of the rental period due to such issue. You also agree that We are not responsible for any claims made by You after the return of the Vehicle.
 - The failure of accessories such as air-conditioners, stove and grill, water pumps, refrigerators, and radios does not constitute a breakdown and no amount is payable to You for any such failure.
 - It may be difficult to carry out timely repairs on weekends, holidays and/or in remote areas, and;
 - We are not responsible for any accommodation charges, meals, change of itinerary, or any other out of pocket expenses resulting from a breakdown of the Vehicle or because of any incident.
 - We are not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs, and mosquitoes.
 - You shall not arrange or undertake any repairs or salvage without the authority of The Company except to the extent that the repairs or salvage are immediately necessary to prevent further damage to the vehicle or to other property.
 - In the event of an accident or breakdown in a restricted area, or when in breach of any terms of this agreement, it will be Your full financial responsibility to pay any recovery, salvage, and cost of towing to the nearest Campervan Village branch.
 - A call-out fee will apply if a roadside call-out is required due to Hirer error, such as instances of keys locked in the vehicle, flat battery, tyre changes, and similar situations. This fee applies regardless of your selected Damage Cover option.
 - You must keep and produce to Us all original tax invoices and receipts for any accessories, repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Substantial Breach of this Agreement.

12.4. In the event of an accident in which there is Loss or Damage to the Vehicle, the availability of a replacement Vehicle is not guaranteed, and is subject to availability, Your location, remaining hire duration and whether the accident was the result of a Substantial Breach. Additional charges may be incurred. If a replacement Vehicle is required because of an accident:

- You are responsible for making Your own way to the nearest Campervan Village Branch or pickup location at Your own cost.
- We may offer You the option of paying a fee to send a driver to deliver the replacement vehicle to Your location.
- You must pay for any costs relating to delivery of a replacement Vehicle because of any vehicle accident. This charge applies irrespective of your chosen Damage Cover.

13. Cancellations and Refunds

13.1. If your booking was made via a third-party travel agent, you must contact them regarding any cancellation.

13.2. If your booking was made directly with Campervan Village, cancellations must be requested via email to info@campervanvillage.com.au. You can choose to:

- Receive a full credit for a future booking; or,
- Cancellation fees apply based on when the cancellation is requested and will be a percentage of total rental cost or a fixed fee, (whichever is greater), as described below.

Days Before Pickup	Cancellation Fee
61+	No cancellation fee
60 – 22	10% fee (minimum fee of \$150)
21 – 7	20% fee (minimum fee of \$250)
6 – 1	50% fee (minimum fee of \$400)
Day of Pickup or No-show	100% fee (no refund)

13.3. We offer no refunds for unused time due to Late Pickup or Early Return.

13.4. Except as required by law no part of any moneys paid by you is refundable if we terminate this agreement:

- Due to your breach of this Agreement, or
- In the exercise of any rights that we have to retake Possession of the Vehicle.

13.5. Our liability to give any refund is limited to the total of any Daily Hire Charges for the period from the date of termination until the end of the Term.

13.6. No cash refunds or reimbursements are issued at any of our depots. All refunds and reimbursements will be made by crediting the relevant amounts to the same credit card presented by on or behalf of the Hirers when providing the Bond or payment. The receipt of any refund by the credit card holder or listed Hirer shall operate as a complete and valid discharge of any obligation we have in respect of the relevant refund or reimbursement. The Hirers are responsible for settling any accounts as between themselves.

13.7. Exchange rate fluctuations and/or bank fees may cause some variance between the amounts originally paid by you and the amount that we are required or agree to refund to you at any time. You must bear any Loss associated with any such variances.

14. Breach

14.1. If you breach this Agreement, we may terminate this Agreement immediately. Without limiting what constitutes a breach under this Agreement, you breach this Agreement if regardless of the reason you fail to do any of the following:

- pay any part of any moneys payable by the due date.
- report any Incident us and to the police or other proper authority immediately.
- submit an Incident Report to us within 24 hours of any Incident.
- deliver to us any Claim you receive in relation to the Vehicle or your use of it, including any Claim for loss or damage, with 24 hours of receiving it.
- immediately inform us of any defect in the Vehicle of which you become aware or of which you should have been aware.
- properly to secure any load or equipment which leads to any loss or damage.
- maintain appropriate fluid levels for the Vehicle (including oil and water).
- return the Keys when returning the Vehicle; or
- comply with your obligations under this Agreement (whether positive or negative).
- promptly provide all information and assistance we request from time to time.
- disclose any Material Fact; or (I) properly to secure any load or equipment.

14.2. You do any of the following:

- abandon or apparently abandon, part with Possession of, or grant or create any security interest in or lien over the Vehicle (or purport to do so).
 - permit, or suffer the Vehicle to be driven by any Unauthorised Person.
 - make any false or misleading statement to us; or
- 14.3.** drive or use the Vehicle:
- outside the Permitted Area of Use.
 - through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Vehicle unsafe.
 - on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed.
 - onto any road where We have notified You that the use of the Vehicle is prohibited.
 - on unsealed roads or in off-road conditions except when authorised under this Agreement.
 - to carry persons for hire or to carry any inflammable, explosive or corrosive materials.
 - to propel or tow any vehicle, trailer, boat, or other object.
 - to carry any animal, except any recognised guide dog or assistance animal without the express permission of the Company.
 - to carry any greater load and/or more persons than is lawful, or to use in a manner or for a purpose other than for which the Vehicle was designed and constructed.
 - for racing, pace making, speed trials, hill climbing or being tested for any of those purposes.
 - in a dangerous, dazed, or negligent manner.
- I. in a manner or for a purpose that contravenes any applicable law.
- without due care and attention; or
 - for transporting and haulage of goods other than for private, domestic, or household purposes (provided that this exception does not apply to household goods and furniture of any kind); or
- 14.4.** Any of the following happen: the Vehicle is:
- lost or stolen or damaged (except when covered by a Liability Reduction Option).
 - totally or partially immersed in water.
 - damaged by driving it under an object lower than the height of the Vehicle.
 - damaged by loading or unloading, other than normal wear.
 - involved in a traffic violation or in any civil wrong or criminal offence.
- f.** damaged by any act of God (including but not limited to any flood, tidal surge, storm, cyclone, or earthquake) or any act of terrorism; or
- involved in any Incident caused or contributed to by You.
 - the Vehicle is involved in a SVA (except where SVA cover applies).
 - the underbody, interior or tyres of the Vehicle is damaged (fair wear and tear excepted) (except where explicitly covered by your selected Damage Cover option).
- 14.5.** you direct us to charge any moneys payable by you hereunder to another person who fails to make payment when due; or
- 14.6.** any transaction against any credit/debit card nominated by you is declined, reversed, or stopped.

15. Privacy

15.1. We require you to supply certain personal information as a condition of entering into this Agreement.

15.2. We may also collect, store, and use data collected through GPS and other electronic tools (including but not limited to your speed, fuel consumption, distances travelled, and current and previous locations visited) to protect our Vehicle and assist in the event of a breakdown or accident.

15.3. Disabling or attempting to disable any GPS or diagnostic equipment will constitute a breach of this agreement, will void Unlimited Kilometres Allowance, Damage Cover and possibly incur Area of Use fees.

15.4. You irrevocably authorise and consent to our collection, storage, disclosure and use of your personal information in accordance with this Agreement and the terms of our privacy policy on our Website.

15.5. You agree that we are not obliged to destroy any personal information collected by us in connection with this Agreement. Except where required by law, and subject to this clause, we will not disclose any of your personal information to any Third Parties.

15.6. To the extent that you submit personal information about any other individual to us, you warrant that you have obtained all necessary consents and approvals for the disclosure of that information to us, and for our collection, storage, use and disclosure of such information in accordance with this agreement.

16. General

16.1. All references to "\$" in this Agreement are to Australian dollars for Australia hires and New Zealand dollars for New Zealand hires and unless otherwise noted include GST.

16.2. The terms of this agreement are governed by the law in force in Queensland and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.

16.3. Each party hereby releases and discharges the other from any Claim it may have against the other if it does not file legal proceedings to enforce same within three months from the Return Date. You acknowledge and agree that this clause is fair and desirable in the interest of certainty.

16.4. You acknowledge and agree that our vehicles are booked by Category only and not by specific make or model or by registration number and that all bookings are subject to availability. It is your responsibility to ensure that you have booked the correct Category and Class of vehicle.

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16.5. We reserve the right to decline any change to any confirmed booking. If we agree to change your booking Location, Category, Class of vehicle, or any other change, you agree that:

- a.** You are not entitled to any refund or credit for any reduction in the applicable Hire Fees; and
- b.** You must pay any increase in the applicable Hire Fees prior to taking Possession of the Vehicle.
- c.** Any changes within 21 days of the Pickup Date may incur an administration fee of \$75.

16.6. Except as provided by law and without limiting any provision of this Agreement, if for any reason a vehicle of the Category or Class booked by you is or will be unavailable on the Start Date then we may at our sole discretion:

- a.** offer to hire to you a substitute vehicle in a different Category or Class, or
- b.** terminate this Agreement by notice in writing to you at any time on or before the Start Date.

16.7. If we offer to hire to you a substitute vehicle, you need not accept that offer but if you do accept then you hereby release and discharge us from any Claim for any Loss you have against us in respect of our failure to supply a vehicle of the Category or Class originally booked by you, including but not limited to any Claim for consequential Loss.

16.8. If you do not accept any substitute vehicle that we offer to hire to you, or if we elect to terminate this Agreement without offering to hire a substitute vehicle to you, then we will refund to you all moneys paid by you in connection with this Agreement and you hereby release us from any other Claim for Loss you have or might have had.

16.9. Without limiting any provision of this Agreement, you agree that you are deemed:

- a.** to have been driving in a 'dangerous, dazed or negligent manner' if you operate the vehicle whilst on a highway at night or after having consumed any drug or alcohol at any time within the preceding 12 hours, or if you fall asleep whilst driving the Vehicle.
- b.** to have been driving without due care and attention if you fail to observe any applicable road rule or law relating to the operation of motor vehicles.

16.10. Personal injuries you cause or incur whilst travelling in the Vehicle may be covered by compulsory third-party insurance relating to the Vehicle. Your rights under any such insurance are governed and may be limited by the applicable State or Territory legislation. We make no warranty or representation as to your rights under any such legislation and we recommend that you obtain prompt independent legal advice following any Incident. We also recommend that you seek expert advice about obtaining appropriate insurance (for example, separate travel insurance) prior to taking Possession of the Vehicle. Save for any compulsory third-party insurance required by law, we do not provide or arrange insurance of any kind. You acknowledge and agree that we are not an insurer, and that this agreement gives only a limited contract of insurance. If, despite the foregoing, this Agreement includes, or is held to include a provision of insurance of any kind then this Agreement shall be read and construed as though that provision had been severed from the beginning and the remainder of this Agreement shall remain in full force.

16.11. You may have other or additional rights under an applicable Australia or New Zealand law. This Agreement is to be read down or modified to avoid any inconsistency with such law, but only to the extent that the law does not permit your rights to be excluded, restricted, or modified. Subject to the foregoing, should any term herein (or any part thereof) be or become void, illegal, or unenforceable then this Agreement shall be read and construed as if the same had been severed from the beginning and the remainder of this Agreement shall remain in full force.

16.12. You acknowledge and agree that your use of the Vehicle is solely for your own purposes and that you are neither the agent of the Company nor subject to its control in relation to such use.

16.13. You hereby authorise and direct any person having legal authority to obtain any traffic or criminal history or record relating to You to provide a copy of same to the Company. If you purchase damage cover, you also waive any claim to legal professional privilege as against us.

16.14. Any moneys payable by you under this agreement are recoverable by us as a liquidated debt and without demand. You must pay all such moneys without any setoff or other deduction or withholding whatsoever.

16.15. You must comply with our policies (as amended from time to time) to the extent that they are not inconsistent with this Agreement. Our policies are published on our Website.

16.16. We hereby reserve the right to refuse any request for hire, or to cancel any booking, prior to you taking Possession of the Vehicle. After Possession of the Vehicle has been delivered to you, you acknowledge and agree that we and/or the owner of the Vehicle may nevertheless retake Possession of the Vehicle (and for that purpose enter any premises and remove the Vehicle, using reasonable force if necessary) at any time without prior notice if:

- a.** you breach this Agreement,
- b.** the Vehicle appears to be abandoned or damaged,
- c.** any Hirer obtained Possession of the Vehicle through fraud or misrepresentation, or
- d.** we consider on reasonable grounds that the safety of any passengers in the Vehicle or the condition of the Vehicle is endangered.

16.17. You cannot extend the Term or change the Return Location without our prior written consent. Any consent we grant is subject to you paying additional Hire Fees for each day of any extended Term at the higher of those rates stated in this Agreement and our prevailing rates at the date of the change.

16.18. You agree to use, operate, and possess the Vehicle at your own risk, and you agree that we have no Liability whatsoever for any Loss you may suffer except as required by law. To the full extent permitted by law, you hereby release and discharge, and agree to indemnify and hold harmless, the Company, its officers, agents, and servants from and against all Claims you may have, or but for this clause might have had, against any such person whether now or in the future; that in any way relates to or arises out of:

- a.** any wrongful act by you or any Third-Party.
- b.** your use of the Vehicle including the rooftop or any roof-top accessories.
- c.** any Loss to any property that is received, handled, or stored by the Company at any time before, during or after the Total Term, whether due to the Company's negligence, or due to items being left in the Vehicle after its return to us, or being stolen from the Vehicle.
- d.** any Loss in relation to personal injury, except where injury arises from the Company's negligence.
- e.** any Loss you sustain by reason of the Company's exercise of its rights hereunder; or
- f.** any malfunction to any accessories supplied with the Vehicle.

16.19. If you become entitled to make any Claim against us for any Loss or Liability you sustain or incur, and the law prohibits the exclusion of our Liability in relation thereto, then to the extent permitted by law and in consideration of our entering into this Agreement, you hereby agree that our Liability is limited to the Settlement Sum and you agree to accept that sum in full and final settlement of any such Claim.

16.20. Without limiting any provision of this Agreement, you acknowledge and agree that the use of any rooftop accessories supplied with the Vehicle are inherently dangerous, and to the full extent permitted by law you agree to use such accessories at your sole risk and to exercise utmost care for your own safety and for the safety of others whilst doing so. Without limiting the foregoing, you acknowledge that such accessories should not be used whilst the Vehicle is in motion, is unstable or

is otherwise not standing on a flat ground, or whilst you are affected by any drug or alcohol, or if you suffer from vertigo.

16.21. You must keep confidential the existence of any dispute arising in connection with this Agreement or any settlement relating thereto, including any related negotiations.

16.22. No delay in exercising any right on our part shall operate as a waiver, of that or any other right. A right may only be waived by us by notice in writing signed by an officer of the Company, and any such waiver shall be effective only to the extent specifically set out therein. In no case shall any waiver in relation to any breach of this Agreement constitute a waiver of any subsequent or other breach.

16.23. This Agreement embodies the entire agreement between the parties. To the extent permitted by law, any statement, representation, or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this document.

16.24. We are not responsible for any failure to fulfil any of our obligations under this Agreement if such fulfilment is delayed, prevented, or impeded in any way by reason of a Force Majeure Event.

16.25. Except where you are entitled to a substitute or replacement vehicle because we have failed to comply with a consumer guarantee:

- a.** you are not entitled to receive, and we are under no obligation to supply, a substitute or replacement vehicle for any reason; and
- b.** any substitute or replacement vehicle we agree to provide is subject to you paying additional Hire Fees and provide a new Bond. However, unless we agree otherwise, you are not entitled to select a Liability Reduction Option in respect of any such substitute or replacement vehicle and you are not entitled to any credit for any Hire Fees paid by you in respect of the previous Vehicle supplied to you.

16.26. We may respond to, conduct, prosecute, defend, or settle any Third-Party Claim as we deem fit. Without limiting the foregoing, we have no obligation to pursue or resolve any Claim against any Third Party, whether on behalf of you or ourselves.

16.27. You acknowledge and agree that we always retain title to the Vehicle, and that you must not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with Possession of or otherwise deal with the Vehicle save as set out in this Agreement.

16.28. You warrant that all information that you have supplied to us under or in connection with this Agreement, including any information that you later supply to us during the Term, is and will be true and correct in all respects.

16.29. You acknowledge that we will rely on this warranty in deciding to enter into this Agreement and in deciding what action to take in response to any Incident arising during the Term.

16.30. Prior to taking Possession of the Vehicle, you must produce to us your original driver's licence, and proof of address. We reserve the right to require that any documents not in the English language be accompanied with an English translation by an accredited translator and/or that you produce an international driver's licence in addition to any foreign driver's licence.

16.31. Any person signing a copy of this Agreement as a Cardholder agrees that they are a Hirer under this Agreement irrespective of whether they intend to travel in the Vehicle.

16.32. Forthwith upon written request from us, you agree to provide a statutory declaration to us regarding the circumstances surrounding any Incident or Claim arising in connection with this Agreement or any use of the Vehicle during the Total Term.

16.33. You acknowledge and agree that maintaining fluid and battery levels is your responsibility during the Term. If any malfunction of the Vehicle occurs, or if you suspect any such malfunction, you must stop the Vehicle and immediately report the malfunction or suspected malfunction to us, including any sign of overheating or other abnormality. If at any time after you have taken Possession of it, you believe that the Vehicle is defective in any respect you must promptly notify us in writing of your concerns and arrange for the Vehicle to be inspected at our nearest depot to enable us to assess the Vehicle and verify your allegations. If you do not comply with this clause, you agree not to later assert that the Vehicle was in fact defective.

16.34. You and the Company agree that this Agreement may be entered into and become binding upon a party by using an Electronic Signature. By signing this Agreement using an Electronic Signature you agree to enter into this Agreement in electronic form and that this document is a true representation of the Agreement between the parties and has the same status as if signed using a paper-based ink signature.

16.35. At your own cost, you must make yourself available to and to cooperate with the Company (and its advisers) in any investigation or administrative, regulatory, judicial or quasi-judicial proceedings relating to this Agreement or your use of the Vehicle (including any Incident occurring during the Total Term), including but not limited to providing information in relation to any such legal process, preparing witness statements and giving evidence in person on behalf of the Company.

16.36. Diagrams, photographs, and textual descriptions on our Website or in our brochures, documents or promotional material are for illustrative purposes only. You acknowledge that the Vehicle may vary from any depiction or description given.

16.37. You may not cancel any confirmed booking without our prior written consent.

16.38. You agree that each other Hirer named in this Agreement is authorised to act as your agent.

16.39. This Agreement binds every person who signs it even if other parties fail to sign same.

16.40. Time is of the essence in respect of your obligations under this Agreement.

16.41. Our rights under this Agreement are in addition to other rights we have by law.

16.42. A certificate signed by a director of the Company is to be prima facie evidence of any fact stated therein.

16.43. As between us and you, you are deemed to have caused any Incident unless you prove otherwise.

16.44. You acknowledge and agree that nothing herein is intended to benefit any third-party.

16.45. The parties' obligations hereunder don't merge on termination of this Agreement.

16.46. You cannot assign your rights under this Agreement.

16.47. Our rights (including any discretion) under this Agreement are unfettered.

16.48. You agree not to say or do anything that would defame us or otherwise besmirch our reputation.

16.49. You warrant that you have read these terms and conditions in their totality before entering into this Agreement and that they are fair.

16.50. You agree that the Bond is separate from and won't apply to any Liability Fee.

16.51. All hires must comply with minimum hire periods specified on our Website.

16.52. Except as required by law, you must not permit any animal in the Vehicle without Our express permission.

16.53. We give no warranties in relation to the Vehicle except those implied by law.

17. Damage Cover

2WD DAMAGE COVER										
Option	Daily Price	Bond	Liability		Small Dents & Scratches	Tyre & Windscreen	Roof & Underbody	SVR ^[4]	Extra Drivers	Claims Fee
Standard Liability ^[1]	\$0 ^[3]	\$5,000	Multi Vehicle Single Vehicle	\$5,000 \$5,000	⊗	⊗	⊗	⊗	\$5/day	\$150
LR One	\$30 ^[2]	\$500	Multi Vehicle Single Vehicle	\$500 \$3,000	✓	✓	⊗	⊗	free	\$0
Cover One	\$45 ^[2]	\$500	Multi Vehicle Single Vehicle	\$1 \$3,000	✓	✓	⊗	⊗	free	\$0
Cover Plus	\$55 ^[2]	\$0	Multi Vehicle Single Vehicle	\$1 \$1	✓	✓	✓	✓	free	\$0

4WD DAMAGE COVER										
Option	Daily Price	Bond	Liability		Small Dents & Scratches	Tyre & Windscreen	Roof & Underbody	SVR ^[4]	Extra Drivers	Claims Fee
Standard Liability ^[1]	\$0 ^[3]	\$10,000	Multi Vehicle Single Vehicle	\$10,000 \$10,000	⊗	⊗	⊗	⊗	\$5/day	\$150
Cover One	\$70	\$2,000	Multi Vehicle Single Vehicle	\$1 \$5,000	✓	✓	⊗	⊗	free	\$0

^[1] Standard Liability available unavailable for direct bookings. ^[2] Additional \$5 surcharge for drivers under 21 years of age. ^[3] Additional \$10 surcharge for drivers under 21 years of age. ^[4] SVR refers to damage caused by a single vehicle rollover incident. ^[5] non-refundable merchant fee applies to all bond/excess transactions.

TERMS AND CONDITIONS

18. Area of Use

18.1. All hires are subject to Area of Use policies. It is your responsibility to inform Us of where you intend to travel and pay any applicable Area of Use fees.

18.2. We may notify you of additional travel restrictions for any reason including adverse road or weather conditions either at the time of collection or by email after the Rental Period has started.

18.3. If you have travelled in any restricted zones, any Unlimited Kilometre allowances may become void, and you will become liable for excess kilometre charges and additional Area of Use fees.

18.4. Unsealed Roads are completely prohibited in all 2WD vehicles except well maintained access roads less than 10 kilometres long to recognised camping grounds or National Parks.

18.5. 4WD vehicles may be driven on gazetted unsealed roads (Gazetted roads are roads that appear on official road maps and street directories).

18.6. Written permission from Us must be obtained before travelling on remote 4WD only tracks (depicted in map below) and non-gazetted, unsealed roads.

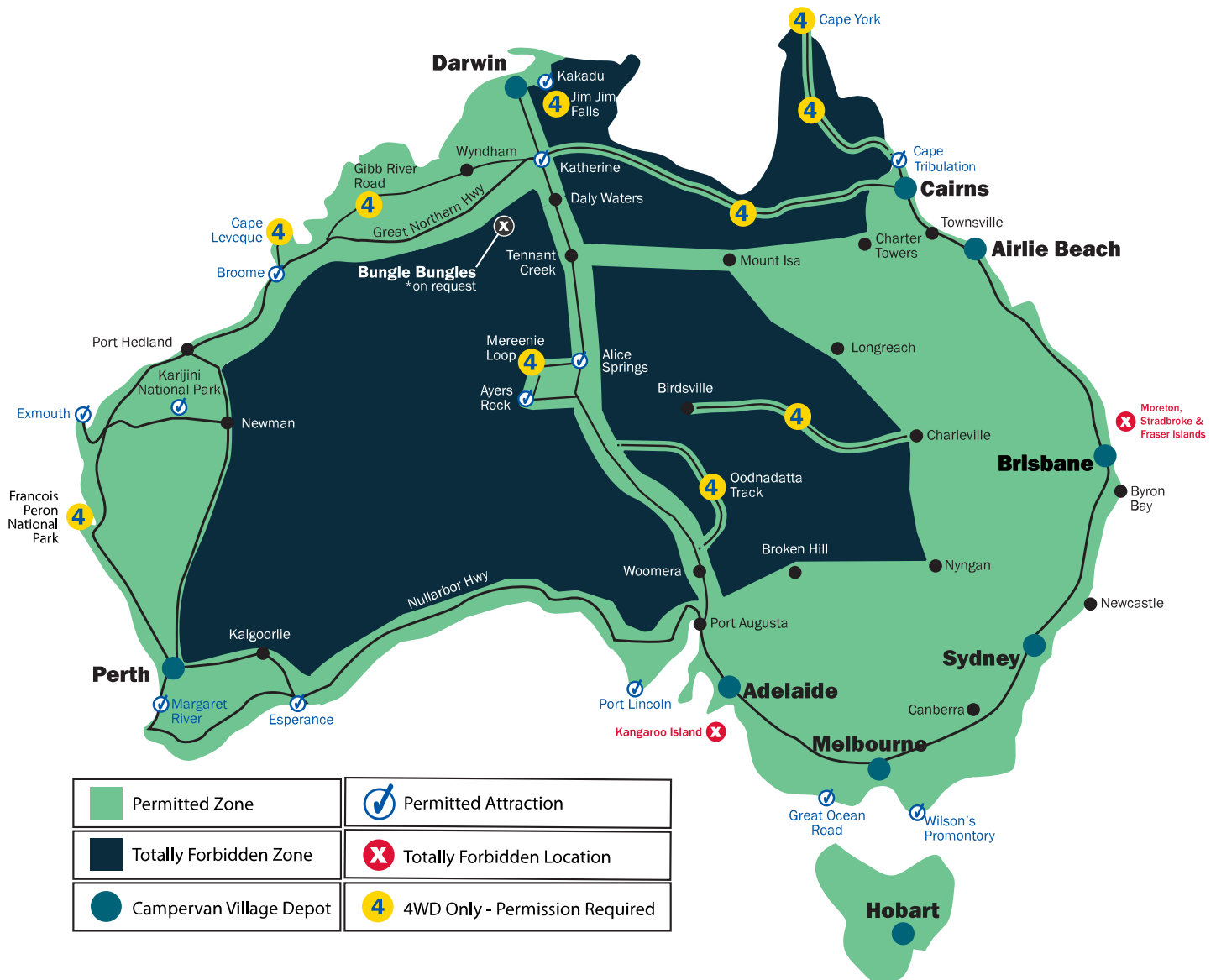
18.7. Sand & beach driving are completely prohibited for all 2WD & 4WD vehicles.

18.8. Costs for towing & recovery for ALL vehicles on any unsealed roads or within forbidden zones will be at the hirer's expense.

18.9. If you use the vehicle outside the permitted Area of Use, you agree to pay us the sum of up to \$2,000 as liquidated damages. You acknowledge and agree that this sum represent a genuine pre-estimate of the loss that we will suffer due to such a breach.

18.10. If you are found to have been travelling in a restricted area without permission, a fee of \$300 may apply on each occasion.

19. Area of Use Map – Australia



Additional Restrictions

Applicable to Johnny Feelgood only

Free Unlimited Kilometres Allowance with Johnny Feelgood vehicles picked up on the East Coast is restricted to the East Coast region as indicated on the adjacent map (maximum of 500km from the coast).

If travelling beyond this region at any time, your contract will revert to a **Limited Kilometre Allowance** for the entire term of hire. Free kilometres will be limited to 300km per day, with all excess kilometres charged at \$0.35 each.

20. Prohibited Areas - New Zealand

The following Areas of Prohibited in New Zealand: Ball Hut, Skippers Road (Queenstown), The Crown Range Road/Cardrona Valley Road (between Arrow Junction to Cardrona), Ninety Mile Beach (Northland), Wanaka, Mt Aspiring Rd beyond exit to Treble Cone; The Forgotten Highway (State Highway 43 from Taumarunui to Stratford); North of Colville Township; Waikawau Townships (Coromandel Peninsula); Mt Cook; Skippers Canyon Road, Queenstown; 90 Mile Beach, Northland; any beach or sand island or on any unsealed roadway (except well maintained access roads less than 10 kilometres long to recognised camping grounds or National Parks).

TERMS AND CONDITIONS

21. Definitions and Interpretations

The following terms are defined within this vehicle rental agreement: **"4WD Fee"** means the sum specified on the Details Page or Policies Page as being payable if you elect to travel in a 4WD Region (where that region is not a Prohibited Area for the Class of Vehicle hired by you), and in the absence of any such specification means the sum specified from time to time for each region or route identified in the definition of '4WD Region' herein; **"4WD Region"** means any region or route specified on the Area of Use Diagram as being for 4WD (4-wheel drive vehicles) only; **"Area of Use"** means any diagram or description provided by Us that indicates where you are permitted to use the vehicle, and includes any other document completed or to be completed by you before you take Possession of the Vehicle as indicating the area in which you intend to use the Vehicle; **"Authorised Driver"** means a person who is not an Unauthorised Person; **"Booking and Administration Fee"** means the fee described as such on the Details Page or Policies Page; **"Bond"** means a security deposit or credit pre-authorisation in the sum specified as such on the Details Page or Policies Page, and in the absence of any such specification means: if you have selected a Liability Reduction Option, a security deposit or pre-authorisation in the sum specified under the terms of the relevant Liability Reduction Option; or in any other case, a security deposit: for a 4WD vehicle, in the sum of \$5,000 or if paragraph 1) does not apply, in the sum of \$3,000; **"Processing Fee or Merchant Fee"** means the fee described as such on your Details Page or Payment Portal on our Website, and in the absence of any such specification means 1.75%; **"Cardholder"** means the person to whom any credit card used, or to be used, to pay any moneys payable under this Agreement (including but not limited to any applicable Hire Fees and Bond) has been issued; **"Category"** means any category of vehicles offered by us for hire from time to time, including but not limited to: Aventus 2, Grip 4x4, Johnny Feelgood and Desert Sands; **"Claim"** means any claim whatsoever, and includes any cause of action, notice, suit, demand or judgment, summons, complaint, claim or other legal process, whether at law, in equity or under statute that in any way relates to or arises out of an Incident, this Agreement, or the Vehicle or your use thereof (whether or not presently in the contemplation of the parties to this Agreement), and includes for the avoidance of any doubt any notice, demand or claim for payment relating to any infringement, traffic, parking, speeding, red-light camera or toll fine or fee; and so on, for the remaining definitions. **"Class"** includes a two-wheel drive (2WD) vehicle, a four-wheel drive (4WD) vehicle or an all-wheel drive (AWD) vehicle **"Company"** means Campervan Village (ABN 31 615 035 777); **"Court"** excludes a Tribunal; **"Daily Hire Charge"** means the daily fee charged by us for the hire of the Vehicle, as stated on the Details Page or Policies Page; **"Details"** means full name and address, date of birth, and licence number; **"Details Page"** means: where this Agreement is formed online, the booking summary page on our Website or in any other case, the first page of any document containing or incorporating these Vehicle Rental Agreement Terms; **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to enter into this agreement, and includes a digital signature; **"Excluded Incident"** means any Incident to which this Agreement otherwise specifies as being excluded from damage cover; **"Extended Return Date"** means 10.00 am (or such other agreed time) on the last day of any agreed extension of the Term; **"Force Majeure Event"** means an event which is beyond our reasonable control including, but not limited to, any act of God or the elements, fire, flood, war, the public enemy, strikes, civil commotion, transportation or other embargoes, perils of the sea, act of civil or military authority, or governmental priority; **"Hire Fees"** means: the Daily Hire Charge for each day of the Term, the Bond Processing Fee, any applicable Outback Fee, 4WD Fee, One Way Fee, Liability Reduction Fee and Toll Road Levy, the Booking and Administration Fee, and any other fees specified in the Details Page, the Area of Use Diagram or the Vehicle Condition Report where applicable; **"Hirer"** means a person who has personally signed the Details Page and, unless we otherwise agree, has: personally attended at the Pickup Location, and supplied a copy of his or her driver's licence to our authorised representative; **"Incident"** means any event whatsoever involving actual or potential loss, damage, expense or liability to us or any Third Party (or personal injury to any person) in any way relating to the Vehicle or your use thereof during the Term, including but not limited to a collision, an SVA, theft of or from the Vehicle, and any natural event of whatever kind including but not limited to storms, cyclones, and floods; **"Incident Report"** in relation to an Incident, means a complete, accurate and legible report (written in the English language) in respect of the Incident in our approved form and signed by every Hirer under this Agreement and the driver of the Vehicle at the relevant time; **"Judgment"** excludes a judgment granted summarily, by default or consent or by reason of any express or deemed admission; **"Keys"** means all keys relating to the Vehicle; **"Liability Charge"** means the amount specified as 'Liability' or 'Excess' for the relevant Class of Vehicle and Liability Reduction Option; **"Liability"** includes any and all liability whatsoever whether arising in contract, tort including negligence, under statute or otherwise; **"Liability Reduction Fee"** means the daily fee payable for any selected Liability Reduction Option; **"Liability Reduction / Damage Cover Option"** means any option offered by the Company for reducing the Liability Charge in the event of an incident, and includes 'Cover One', 'Cover Plus' and 'SVR Cover' among others. **"Loss"** includes all losses, damages, outgoing, charges, penalties, fines, costs and expenses (including lawyers' fees and expenses) of whatever description and whether present, unascertained, contingent or prospective and whether or not in the nature of consequential loss; **"Material Fact"** means any fact about you that had it been disclosed to us might reasonably be expected to have resulted in our refusing to enter into this Agreement; **"One Way Fee"** means the fee specified as such on the Details Page or Policies Page as being the applicable fee for returning the Vehicle to an approved depot other than the Pickup Location; **"Permitted Area of Use"** means the whole of Australia other than any Prohibited Area; **"Pickup Location"** means the premises from which you take Possession of the Vehicle on the Start Date or such other premises nominated as such on the Details Page or Policies Page; **"Policies Page"** means the policies page on our Website and any relevant documents linked on said page; **"Possession"** means any degree of possession and includes custody; **"Prohibited Area"** means any area identified as such in this Agreement or on our Policies Page; **"Prohibited Area Fee"** means the sum of \$2,000, or any other sum describes as such on the Details Page or Policies Page; **"Remote Location Fee"** means the sum stated beside each location identified in the definition of 'Remote Location', or any other sum specified as such on the

Details Page or Policies Page, as being payable if you elect to collect or return the Vehicle from a Remote Location; **"Remote Location"** means any location identified as such on the Details Page or the Policies Page; **"Return Date"** means the 'Due Return Date' stated on the Details Page, or the Extended Return Date as the case may be; **"Return Location"** unless stated otherwise on the Details Page, means the Pickup Location; **"Return Time"** means the 'Due Return Time' stated on the Details Page, otherwise 10:00 am; **"Settlement Sum"** means: if the Claim relates to any period of time during which the Vehicle is not available for use during the Term in circumstances where we are liable for such unavailability: an amount equal to the Daily Hire Charge multiplied by the number of full days during the relevant period; in any other case, \$100; **"SVA"** means any Incident not involving another vehicle, or which does involve another vehicle in circumstances where you are unable to supply full details of that other vehicle and its driver, and includes (regardless of the circumstance) any Incident involving an SVR or an animal or which occurs whilst the Vehicle is reversing; **"SVR"** means a single vehicle rollover incident; **"SVR Cover"** is a Liability Reduction Option we offer to provide extended damage cover for an SVR; **"Term"** means the period commencing on (and including) the Start Date and terminating on (and including) the Return Date; **"Third Party"** means any person other than you or us; **"Toll Road Levy"** means the sum specified as such on the Details Page or Policies Page as being payable if you elect to have unlimited toll road access whilst using the Vehicle during the Term, and in the absence of any other specification means the sum of \$35; **"Total Term"** means the Term and includes each day thereafter until the Vehicle is returned to the Return Location; **"Tribunal"** means any forum that is not a court of law or does not permit legal representation as of right; **"Unauthorised Person"** means a person who is not a Hirer, or who is a Hirer but: is under 21 and has not paid any applicable fees; is not licensed for the class of the Vehicle; has a blood alcohol concentration exceeding the lawful percentage; whose driver's licence has been cancelled or suspended within the last three years or who is on a probationary licence; has not supplied his or her full and correct Details on the Details Page; at any time in the five years prior to the Start Date was involved in a motor vehicle accident; committed any traffic infringement or criminal offence or made any claim in relation to any insurance policy arising out of the use or ownership of a vehicle, or; was affected by any medical condition which might in any way impair his or her ability to safely manage a vehicle; or holds a learner, prohibited, provisional, probationary or other restricted form of licence without Our approval and/or paying applicable fees; **"Vehicle"** means the vehicle identified on the Details Page and includes any substitute or replacement vehicle we supply (including any replacement vehicle we supply), and includes all accessories, tools, tyres and equipment therein; **"Vehicle Condition Report"** means a document signed or to be signed by you immediately before you take Possession of the Vehicle as indicating the condition of the Vehicle at the commencement of the Term. In this Agreement a statute refers to all statutory provisions consolidating, amending or replacing same and all regulations, rules, by-laws, proclamations, orders and other authorities pursuant thereto; a clause, sub-clause, or paragraph shall refer to a clause, sub-clause, or paragraph to or of this Agreement; a right includes a power, privilege or remedy; the whole of anything includes any part of it; **"we"**, **"us"** or **"our"** is to the Company; **"you"** or **"your"** is to the Hirer (or to the Hirers jointly and severally if there is more than one); **"Security interest"** includes a 'security interest' within the meaning of the Personal Property Securities Act 2009 (Cth); **"This Agreement"** means the vehicle rental agreement comprising the Details Page, these Vehicle Rental Agreement Terms, the Area of Use Diagram and the Vehicle Condition Report; a **"day"** is a reference to a calendar day; **"Policies"** includes procedures and guidelines published by us, and includes any document summarising the terms of this Agreement; **"Personal injury"** includes death and physical or mental injury (including the contraction, aggravation or acceleration of any disease, or the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstances, occurrence, activity, form of behaviour, course of conduct or state of affairs which is or may become harmful or disadvantageous to any person); **"Consumer guarantee"** is a reference to a consumer guarantee under applicable Australian or New Zealand Consumer Law; **"Wrongful act"** means any wrongful act or omission, including but not limited to any: breach of contract, including any breach of this Agreement; tort, including negligence or breach of any statutory duty; or breach of equitable duty.