

# General Conditions Motorhome Koala Oasis

For travel from 01/01/2023

To 31/03/2024

## OPENING HOURS AND RENTAL CONDITIONS

Be sure to check the departure or arrival time of your flights

Departures/Returns: Departures and returns are from Monday to Sunday from 9:00 am to 3:00 pm.

### Rental center schedules

Monday to Sunday between 9:00 am and 3:30 pm, with the following exceptions:

- Sydney, Melbourne, Adelaide, Perth: closed on Sundays from May 1 to August 31
- Brisbane: closed on Sundays from October 1 to February 28
- Hobart: totally closed from July 1 to August 31
- Alice Springs, Darwin and Broome: closed on Sundays in April and November, totally closed from December 1 to March 31
- Cairns: closed on Sundays in April and from November 1 to March 31

All rental centers are closed on Good Friday (April 7), Christmas Day (December 25), New Year's Day (January 1), Australia Day (January 26).

### Minimum rental period

- The minimum rental period is 5 days for rentals in the same city, with the exceptions listed below.
- The minimum rental period is 10 days for rentals with travel dates that include the period of December 20 through January 10.
- Rentals of 4-6 berth vehicles departing from Sydney during the Bathurst races will have a minimum rental period of 7 days. Races are generally held in early October.
- 4-6 berth rentals from Melbourne that are collected during the Phillip Island races will have a minimum rental of 7 days.

The day of departure and the day of return are invoiced. In case of successive rentals with return and departure on the same day, the latter is charged twice.

Minimum age and driver's license: 21 years old with a valid car license for at least 1 year. International license or official translation is required in addition to the national license if it is in a language other than English.

## DEPOSIT BY CREDIT CARD

depends on the level of insurance

Basic insurance (debited and re-credited on day of return): AU\$7,500

Advantage Package or Full Deductible Buyout: credit card imprint.

Only Visa or Mastercard credit cards, debit cards and American Express credit cards are accepted.

## EVEN MORE ABOUT KOALA MODELS...

**Fleet.** A wide range of premium self-contained motorhomes and campervans. Guaranteed under two and half years on fleet, they're filled with innovative features, fully self-contained top open up more campsite options and automatic transmission making driving a breeze.

Daily vehicle hire rates include **unlimited kilometers**.

**Equipment and assistance.** All motorhomes are fully equipped with linens and bedding, as well as kitchen and general equipment, a tablet with GPS (except for the Outback 4WD model), 24/7 assistance and more.

## D DAY...

Vehicles can be picked up Monday through Sunday from 9:00 am to 3:00 pm. Pick-ups are available on most of the following holidays with an additional charge of AU\$115 (except December 25, January 1, January 26 and Good

Friday).

Renters should allow approximately 1 hour to complete the paperwork and demo.

### ...AND THE LAST DAY

Vehicle returns are Monday to Sunday from 9:00 am to 3:00 pm. Returns are possible on most of the following holidays with an additional charge of AU\$115 (except December 25, January 1, January 26 and Good Friday).

Renters should allow approximately 1 hour to complete the return paperwork and check the vehicle.

You agree to return the vehicle in the condition in which it was received (excluding normal wear and tear): clean, with full fuel and gas tanks and empty grey water and waste water tanks. Otherwise, a cleaning and/or waste tank emptying fee may be charged at the time of return of the vehicle.

### GENERAL TERMS AND CONDITIONS

The rental contract itself, regardless of the manner in which the reservation and payment of the rental were executed, brings together the company that owns the fleet, the "lessor", and the person signing the contract, the "hirer". The exchange of the vehicle by the hirer implies the unreserved acceptance of the following general rental conditions.

**Use of the vehicle:** The hirer agrees to use the vehicle in a prudent and normal manner, to use it only for his personal needs, and not to sublet it, nor to transport people for a fee. The driver must take the utmost care of the vehicle's water and oil levels. The renter is not allowed to participate in any match, race, rally or other competition of any kind, as well as test-drives or training. The hirer agrees not to use the vehicle for any illegal purposes or purposes other than those specified by the manufacturer, and not to overload the rented vehicle by carrying more passengers than indicated on the vehicle's registration document. The hirer agrees not to attach a trailer or similar vehicle, not to make any modifications to the vehicle.

### FLEX RATES

All rates are in Australian dollars.

All daily vehicle rates are subject to commission.

Rental days are charged per calendar day. For the purpose of calculating the number of days a vehicle is rented, the day of pick up is counted as the first day of the rental. The day of return of the vehicle is counted as the last day of the rental. Vehicles must be picked up and returned during business hours.

All rates and conditions are subject to change without notice.

Flexible rates" determine the daily rate for the vehicle. Flexible rates are updated at least once a week. Quotes expire 96 hours after they are issued.

The flexible rate is determined by the pick-up date, location and reservation date for the rental up to 7 days. Every 7 days, the flexible rate is reset to the rate applicable on that day (i.e., the 8th, 15th, 22nd day of rental, etc.).

Changes made prior to the vehicle pick-up date will be calculated at the flex rate applicable on the date of the change.

This applies to changing the hirer's name, vehicle type, reducing the number of rental days, changing pick-up dates and/or changing the pick-up or drop-off location. When the number of rental days is extended prior to the vehicle pick-up date (days are added at the end of the rental without changing the original pick-up date), the original flexible rate, which applied at the time of the original reservation, will apply.

These rates and conditions do not apply to group rentals (5 or more vehicles traveling together).

### VEHICLE LIABILITY AND REDUCED LIABILITY OPTION

Personal injury is covered in most cases by liability insurance. The lessor accepts no liability for personal injury sustained during the rental. Unless such loss or damage is caused by the lessor's own negligence (or that of its employees) or by a violation of the terms and conditions of the rental agreement, the lessor accepts no liability for any loss or damage to personal property or property of the renter (or any person or entity related to the renter). Hirer is strongly advised to purchase personal travel insurance to cover any injury or loss.

All vehicles are insured for damage to the vehicle or property of a third party. The hirer is responsible for the first \$7,500 the cost of any damage to the property of a third party or to the rented vehicle, including vehicle accident (does not include vehicle rollover), windshield and tire damage, towing and recovery costs, theft, fire, break-in or vandalism, except as provided in the "exclusions". When the damage is caused by the hirer, the cost of the daily rental fee for the period the vehicle is being repaired is also included. In addition to these costs, an administrative fee of \$60 may apply per claim. Liability applies to each claim, not the rental. Liability can be reduced by purchasing the Liability Reduction Option or the Inclusive Package.

#### Liability reduction options (deductible buy down)

Cost per day: \$53 (with a maximum of \$2,650), liability reduced to zero.

When the liability reduction option has been purchased, the renter has no liability except for the "exclusions".

Maximum public liability is \$20,000,000, sub-limits may apply. Please note that the maximum public liability may change during the year for which these conditions apply.

THE LESSOR STRONGLY RECOMMENDS TO ITS HIRERS TO TAKE THE INCLUSIVE PACKAGE TO TRAVEL WITH A SAFE MIND.

#### Security deposit

If the Liability Reduction Option or Inclusive Pack is not taken, the hirer must pay the liability deposit. The security

deposit is \$7,500 and applies regardless of whether the hirer has purchased private travel insurance.

The hirer must provide a valid credit or debit card to pay the security deposit and the amount will be charged to the credit or debit card on the day of vehicle pick-up. The credit or debit card holder must be present and able to sign the security deposit at the time of vehicle pick-up. The credit or debit card holder is jointly and severally liable for any damage to the rental vehicle. Any type of prepaid travel card is not acceptable as a means of providing a security deposit.

The security deposit is subject to a credit card processing fee of 1.6% in addition to the security deposit amount when the card used is a Visa or MasterCard credit or debit card, or 2.8% when the credit card used is American Express. Credit card administration fees are subject to change.

The security deposit is fully refundable, including the 1.6% credit card processing fee, if the card used to pay the security deposit is a Visa or MasterCard credit or debit card, provided the vehicle is returned intact. Hirers are advised to use a Visa or MasterCard credit or debit card for the security deposit, as the credit card processing fee that applies when using an American Express credit card is not refundable.

**Only a Visa credit or debit card, MasterCard credit or debit card or American Express credit card may be used for the security deposit.**

#### Exclusions

The Liability Reduction Option does not apply and the hirer is responsible for all costs arising from or incurred in connection with:

- a) Any use of the vehicle prohibited by the rental agreement.
- b) Any damage caused by willful misconduct (e.g., sitting or standing on the hood or roof of the vehicle) and driving under the influence of alcohol or drugs and negligence resulting in damage to the rented vehicle or to the vehicle/property of a third party.
- c) Any loss or damage to the personal effects or property of the hirer (or any person or entity related to the hirer), unless such loss or damage is caused by the negligence of the lessor (or its employees) or by a breach of the lessor's Terms and Conditions. The renter is advised not to leave any valuables in the vehicle and to take out personal travel insurance.
- d) Any damage for which the hirer is charged by local authorities with recklessness, gross negligence or willful disregard of local traffic laws resulting in damage to the rented vehicle or the vehicle/property of a third party.
- e) Recovery or towing of a vehicle, which may include, but is not limited to, a vehicle that has become stuck, submerged, caught, pinned or restricted in any way and/or has been abandoned.
- f) Replacement of lost or stolen keys, or recovery of keys locked in a vehicle.
- g) Any damage to the roof and underside of the two-wheel drive vehicle, regardless of cause, unless the Liability Reduction Option or Inclusive Pack has been purchased.
- h) Any rollover of a single vehicle, unless Inclusive Package has been purchased.
- i) Any damage to the vehicle caused by a total load (kg) in excess of the recommended load in the vehicle manual. Vehicles shall not be used for the transportation of goods other than those reasonably expected to be carried on a leisure rental.
- j) Any damage caused by drivers not identified on the rental agreement and/or drivers whose license has been canceled or suspended and/or drivers whose license is considered a learner's permit or probationary license.
- k) Damage to the vehicle caused by the improper use of snow chains.
- l) Any damage caused by the improper use of fuel (diesel or gasoline), including biofuel that should not be used, or by the presence of water or any other contamination of the fuel.
- m) Any water-related damage, including, but not limited to, vehicle submersion, contact with salt water, crossing streams or rivers (applies to two-wheel drive vehicles), driving in flooded areas and driving on the beach.
- n) The hirer's mounting of accessories (whether provided by the lessor or otherwise) on the vehicle in an improper manner or in a manner that causes damage to the vehicle, accessories or any other vehicle or property.
- o) Use of the vehicle in violation of any laws or regulations governing the operation of vehicles.
- p) Any damage to the vehicle caused by the hirer's cat or dog.

#### **CONDITIONS**

##### Duration of the rental

- Minimum and maximum rental periods apply and are subject to change.
- Late pick-up or early drop-off of the vehicle does not entitle the renter to a refund of the unused portion of the rental.
- If a hirer wishes to extend the rental period, he/she must first obtain permission from the lessor. The extension of the rental is subject to the availability of the vehicle. The cost of a rental extension must be paid by credit or debit card over the phone when the rental extension is confirmed. The rate charged may not match the original rate reserved. If authorization is not obtained, the daily rate will be increased by \$150.

##### Multiple Rentals

If a hirer has more than one consecutive rental, they can be combined to receive discounts on daily rates for long-term rentals (within a 3-month period). For vehicles that are picked up and dropped off on the same day, the cheapest rental day will be free. This also applies to the Liability Reduction Option or the Inclusive Package, if applicable.

If multiple rentals occur in the same country and the total number of days exceeds 50 days, only the maximum rate applicable to the Liability Reduction Option or Inclusive Package applies. If a vehicle rental is combined with another vehicle rental of the same make that has a more expensive liability reduction option or Inclusive Package, the maximum cost of the more expensive liability reduction option or Inclusive Package applies.

In the event that a vehicle rental is combined for different brands, and they have the Inclusive Package, the Inclusive Package cannot be combined to apply a maximum rate, but the vehicle rate may have a longer term discount if applicable. However, the vehicle rate may be subject to a longer term discount if applicable.

##### One-Way Rentals

A per-rental surcharge applies, based on pick-up and drop-off location. A minimum rental period also applies.

### Road Restrictions

Two-wheel drive vehicles may only be driven on paved/bituminous roads. The only exceptions to this rule are well-maintained access roads of less than twelve kilometers leading to recognized campgrounds, major tourist attractions and the recognized and well-maintained roads of Kangaroo Island (South Australia). If a hirer wishes to use an unpaved road longer than twelve kilometers to access a recognized campsite, special permission may be granted depending on road conditions, weather and distance. Please contact your local representative to discuss.

Lessor reserves the right, in its sole discretion, to restrict vehicle travel in certain areas due to adverse road or weather conditions and the distance to designated destinations relative to the length of the rental.

If a hirer violates the road restriction rules by operating a two-wheel drive vehicle on an unpaved or restricted road, or by operating a four-wheel drive vehicle on a restricted road, the hirer may be charged a \$300 fee each time the hirer is identified by the lessor.

### Driver's license and age restrictions

A full, valid driver's license is required and must be presented at the time of vehicle pick-up. If a foreign license is in a language other than English, it must be accompanied by a valid international driver's license issued in the same country as the driver's license was issued. An accredited English translation will be accepted in lieu of the International Driving Permit. Drivers must be 21 years of age or older.

A surcharge of \$2.50 on the daily rate applies for any additional drivers on the rental.

### Change of drop-off location

If the hirer wishes to change the drop-off location of the vehicle, the lessee must first obtain approval from the lessor. Subject to the change being approved, an additional fee of up to \$750 may be applied.

### Vehicle Change

If the reserved vehicle is not available, the lessor reserves the right to replace the vehicle with another one without prior notification and at no additional charge. This does not constitute a breach of contract and does not entitle you to a refund.

### Voluntary downgrading

If the hirer decides to take a vehicle that is less expensive than the one he/she has reserved, he/she will not be entitled to any refund.

Note: The lessor reserves the right to refuse any rental at its sole discretion.

### Age of vehicle

All of the lessor's vehicles are up to 2 years old since new.

### Transfers

There is no transfer service to and from the rental center, hirers must come and go by their own means.

### Toll and Traffic Notices and Administration Fees

The lessor reserves the right to charge the hirer for any speeding, toll or parking fines. In addition to the costs associated with each fine, an administrative fee of \$60 may be applied.

If a hirer continues to exceed a speed limit of 110 km or continues to exceed the posted speed limit by repeatedly ignoring the warnings of the telematics system installed in the vehicle, the lessor may charge the hirer a fee of \$300.

### Payments by credit and debit card

The credit or debit card holder is jointly and severally liable as a customer. Accepted cards are Visa credit or debit card, MasterCard credit or debit card and American Express credit card. A non-refundable administration fee of 1.6% applies to all Visa and MasterCard transactions, or 2.8% for American Express. The credit card administration fee also applies to the security deposit and only the customer's credit or debit card may be used to pay the security deposit and for credit card authorization. Credit card processing fees are subject to change.

### Credit Card Administration

The hirer authorizes the lessor to retain the renter's credit or debit card information and to take any action to collect from the credit or debit card the amounts owed by the hirer in accordance with the terms and conditions of the rental agreement. These charges include, but are not limited to, vehicle cleaning (including emptying of toilets and waste water tank), fines for speeding, tolls, parking or illegal camping, roadside assistance, vehicle delivery and return, late return charges, failure to return the vehicle with full diesel or gasoline tanks or full LPG cylinder, rental extensions or exclusions. For security reasons, only the hirer's Visa credit or debit card, MasterCard credit or debit card or American Express credit card may be used by the Credit Card Authority. Credit or debit cards must be valid for 90 days after the rental end date.

### Exchange Rates/Currency Fluctuations

All credit and debit card transactions are made in Australian dollars. If a refund is due, the lessor will credit the full amount due to the customer's credit or debit card. The lessor accepts no responsibility for credit or debit card fees or bank charges for currency conversion or foreign transactions, which may appear as a variation between the total charged and the total refunded.

### Changes to reservations

All reservation changes are subject to vehicle and/or package availability. Different rates may apply depending on the change made.

Changes made prior to the vehicle pick-up date will be charged at the flexible rate applicable on the date of the

change. This applies to changing the hirer's name, vehicle type, reducing the number of rental days, changing the pick-up dates and/or changing the pick-up or drop-off location. When the number of rental days is extended prior to the vehicle pick-up date (days are added at the end of the rental without changing the original pick-up date), the rate applicable at the time of reservation applies.

#### Cancellation Policy

If the hirer changes travel dates and then cancels the reservation:

- the cancellation fee applying to the original cancellation period applies when the hirer has rescheduled their travel dates; and
- the cancellation fee for the new cancellation period applies when the hirer has advanced their travel dates.

The following cancellation fees apply:

- In case of cancellation more than 65 days before the pick-up date: no fee
- For cancellations between 65 and 25 days prior to pick-up: 10% of the rental amount
- In case of cancellation between 24 and 10 days before the pick-up date: 20% of the rental amount
- In case of cancellation 9 to 5 days before the pick-up date: 50% of the rental amount
- In case of cancellation less than 3 days before pick-up or no-show: 100% of the rental fee

If the vehicle is returned earlier, there is no refund for the unused days.

The cancellation fee period is based on Australian Eastern Time.

#### Miscalculations

The lessor will not honor miscalculations. If a miscalculation occurs, the lessor will charge for the loss of profit.

#### Roadside Assistance

Any problem with the vehicle, including equipment failure, must be reported to the lessor as soon as possible and within 24 hours to give the lessor the opportunity to rectify the problem during the rental. Failure to do so may affect claims.

#### Opening hours and availability of vehicles

- High season: The lessor's offices are open 7 days a week except for Good Friday (April 7), Christmas Day (December 25), New Year's Day (January 1) and Australia Day (January 26) when they are closed.
- Low season: The lessor's branches are closed on Sundays during non-peak periods. Alice Springs, Broome, Darwin and Hobart branches are closed during the off-peak months.

The lessor asks the hirers who pick up or return their vehicle to be present before 15:00.

#### Disclaimer of Liability

Illustrations and text in documents, brochures and websites are subject to change. The images are only a representation of the vehicle shown.

Differences in the vehicles offered for rent may occur due to substitutions made by the lessor or modifications and/or improvements made to the vehicle design by the manufacturer.

#### **DISPUTE**

The provider reserves the right to change the vehicle for another appropriate to the number of occupants. This does not constitute a breach of contract and does not authorize the hirer to claim any compensation. The photos are not contractual and the choice of vehicles is made by category and not by model.

The present general conditions are subject to French law. Any dispute arising from the execution, interpretation or application of the travel contract shall be brought before the competent court in the place of the registered office of the company CampingCar online.