

Summary of terms & conditions

Apollo Car 2011 - 2012

Summary of the terms and conditions

PLEASE NOTE:

- All Flex Rates are Gross and rental days are calculated per 24-hour period
- Rates are in Australian dollars and include 10% Goods and Services Tax
- Rates exclude one way fees, Location Surcharges, all Liability Reduction Options and Extras
- Please note that the flex rate resets after 35 days. See below for more details.
- These rates and terms may not apply to group bookings (any rental that consists of 3 or more vehicles travelling together). Requests for group bookings should first be directed to reservations
- Rates are subject to change without notice

What exactly is Flex?

Flex Rates allows us to offer flexible pricing, which gives you the opportunity to secure the best possible rental rate. The Flex Rates are based on a very simple system of supply and demand. So when there are a large number of vehicles available for hire from a particular branch then the rental rate is lower. This way you can benefit from the lower rates offered. Generally, this means that the earlier you book the cheaper the rate! There will also be great Standby Rates!

How does the Flex system work?

'Flex Rates' will be emailed out every Friday and will be valid from each following Monday through to Sunday inclusive (rates will be updated at 11:59pm Sundays AEST).

The flex rate that is available at the time of booking for the first rental day determines the daily rental rate for the entire rental period up to the 35th day. All rental days from the 36th day on are counted as a new booking and the flex rate that applies for the 36th day will be used from then on, the flex rate that applies for the 71st rental day will be used from then, etc.

What happens if there is an amendment to the booking?

If you wish to make any changes to your booking the booking will be calculated by using either the original flex rate or the flex rate that is valid at the time of the booking change, depending on whichever rate is higher. There are no exceptions to this rule. The following situations are classified as booking alterations:

- Change of date for vehicle pick-up or drop-off
- Change of location (depot) for vehicle pick-up or drop-off
- Change of vehicle category
- Name change

If you decide to extend your rental duration (changing the drop-off date) by 2 days the same flex rate is used that applied on the day when you made your original booking. If you extend by 3 days or more, the booking change rule applies as outlined above.

If an amendment is made to the rental dates within 14 days of collection, no refund will be made if the length of hire is shortened (that is; the rental will be charged at the number of days originally booked). A relocation fee may apply if the collection or return location is amended within 14 days of vehicle pick up or if notification occurs during the hire.

Flex options

From time to time we have the need to move vehicles from one location to another and therefore can offer better rates for certain movements.

Other Apollo rates

Flex Rates are completely separate to any other rate or special you may have. Flex Rates do not replace these other rates or specials, rather Flex Rates offer you another choice. Flex Rates only apply to new bookings. Apollo will not accept any

cancellations of any other rate scheme that are then re-booked using Flex Rates or vice versa.

Long term hire discount (2WD Cars)

Rental duration	Discount
10 - 13 days	5%
14 - 20 days	10%
21+ days	15%

Long term hire discount (4WD Cars)

Rental duration	Discount
21 - 34 days	15%
35+ days	20%

- These discounts do not apply to the Inclusive component
- Multiple rentals are eligible for the long-term discount
- There are no further long-term discounts available on Flex Rates

INCLUSIVE RATES

2wd Car - add AU\$18.75 Gross per day. The maximum amount payable per rental segment for an Inclusive Rate is \$937.50 Gross – i.e. 50 days rental.

4wd Car - add AU\$42.50 Gross per day. The maximum amount payable per rental segment for an Inclusive Rate is \$2125.00 Gross – i.e. 50 days rental.

The Inclusive Rate includes: Liability Reduction Option (4wd Reduction Option 2), Unlimited Kilometres, 10% GST, 3% Administration Fees/Taxes, Pre-Hire Cleaning Fees, Vehicle Consultation Fee, 24hr Roadside Assistance, Extra Driver Fees, Maps and Camp Ground Guides and Baby or Booster Seats (on request). The Inclusive Rate does not include the Broome Surcharge or the one way rental fee (if applicable).

BRANCHES

Apollo has car branches in Adelaide, Alice Springs, Brisbane, Broome, Cairns, Darwin, Hobart, Melbourne, Perth and Sydney. During the period of 1 December 2011 to 31 March 2012 the Alice Springs branch is closed on Sundays and the Broome and Darwin branches are closed on Saturdays and Sundays. During the period 1 May 2011 to 31 August 2011 the Hobart branch is closed on Saturdays and Sundays. All branches will be closed Christmas Day, New Years Day and Good Friday. Otherwise branches (except for Broome) are open seven days a week, 8:00 am to 4:30 pm.

The Broome branch has the following opening hours:

1 April 2011 – 30 November 2011

- Monday to Friday - 9:00 am to 4:30 pm
- Saturday / Sunday – 9:00 am to 12:00 pm

1 December 2011 – 31 March 2012

- Monday to Friday – 9:00 am to 4:30 pm
- Saturday / Sunday - Closed

TRANSFER

Vehicles must be collected and returned to our branches (not airports). Transfers to and from the Apollo depot are not included in the rental price. It is the renter's responsibility to get to and from the branch.

KILOMETRES

Rates include unlimited kilometres.

ADMINISTRATION FEE / TAXES

Our rates include 10% GST. A charge of 3% of the total cost will be levied to cover administration fees, state government taxes, vehicle registration recovery, duties and associated costs.

FORM OF PAYMENT

The only acceptable form of payment at Apollo's branches are by Credit Card, Debit Card or EFTPOS for rental charges or additional products. We only accept the following Credit Cards - Visa, Mastercard, American Express and Diners Club. No cash payments will be accepted under any circumstances.

CREDIT CARDS

Apollo only accept Visa, MasterCard, American Express and Diners Club. Visa and MasterCard will incur an additional 2% surcharge on any transaction. American Express and Diners Club will incur an additional 4.5% surcharge on any transaction.

EXCHANGE RATE / CURRENCY VARIATION

All credit card transactions are conducted in Australian dollars. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. We do not accept any liability for variances up or down. Refunds by credit card can take up to 15 working days depending on the renter's Financial Institution.

RENTAL DURATION

The minimum rental period is five days. Refer to the one way rentals section for one way minimum rental periods.

ONE WAY RENTALS

One way rentals are available subject to the minimum rental periods.

2wd Vehicles

No one way fee applies. Except for a one way rental in, into or out of the Northern Territory/Western Australia which attracts a \$750 fee. Apply the NT rates for a one way rental out of the NT. Apply the East Coast/Perth rates for all other one way rentals.

4wd Vehicles

A one way rental fee of \$250 is charged.

DRIVER'S LICENSE AND MINIMUM AGE

A current and full motor vehicle driver's licence is required. If the driver's licence is not in the English language then an international driver's licence is also required. An accredited English translation will be accepted in lieu of an international driving permit. The driver's licence must have been held for at least two years and be valid for the whole length of the rental. The original driver's licence must be shown at time of pick-up when the driver is present. Drivers must be 21 years of age or over. For drivers 75 years of age or over, a current medical certificate stating that the customer is fit to drive for the duration of the hire is required upon vehicle collection.

Drivers must be 21 years of age or over. For drivers 75 years of age or over, a current medical certificate stating that the customer is fit to drive for the duration of the hire is required upon vehicle collection. The medical must be dated within 14 days of the pickup date of the booking.

MAPS AND CAMPGROUND GUIDES

Each vehicle is supplied with a complimentary Road Atlas and campground guides.

VEHICLE CONSULTATION

On pick up of the vehicle our staff will provide a complimentary vehicle consultation. This includes an explanation of all the

interior and exterior features of the vehicle as well as driving tips.

ADDITIONAL PRODUCTS AND SERVICES

- **Baby Seats** - Baby seats (must be pre-booked) suitable for children 6 months to 3 years of age can be fitted to all vehicles. Cost is \$20 each per rental.
- **Booster Seats** - Booster seats (must be pre-booked) suitable for children between 3 and 8 years of age can be supplied for all vehicle models. Cost is \$20 each per rental.
- **Camping Kits** - One Camping Kit per Car suitable for two people (including a 3 person tent, built-in ground sheet, sleeping bags with personal liners, sleeping mats, pillows, ice box, crockery & cutlery, pots & pans, gas cooker, salt & pepper, containers, tea towels, personal towels, torch, Apollo Welcome Pack, maps and camping ground directories) can be supplied on request with the compact, medium or 4wd vehicle groups. Rate is \$25 per day (maximum amount payable is \$500) payable direct to Apollo.
- **GPS** - \$10 per day up to a maximum of \$100 per hire

MULTIPLE RENTALS

Consecutive Apollo rentals can be combined to qualify for a long-term discount rate. Rentals in the United States of America, Australia and New Zealand can be combined to obtain a long-term discount rate, providing travel is within a 3 month period. If drop off of a vehicle and pick up of a new vehicle occurs on the same day then a day each will be charged per respective vehicle. Multiple rentals are treated as separate rentals under the one way fee and minimum rental period conditions.

BROOME RENTALS

An additional charge of \$750 applies to all rentals picking up or dropping off in Broome. This is in addition to the one way fee if applicable. Only the Hitop Campervan and 4wd Adventure Camper are available to be rented to and from the Broome branch.

TRAVEL RESTRICTIONS

Two Wheel Drive Vehicles can only be driven on sealed/bitumen roads or well maintained access roads less than 5 kilometres long to recognised campgrounds.

Four Wheel Drive Vehicles can also be driven on recognized unsealed tracks but may only travel to the following remote areas with the express written permission of Apollo: Any Islands, Tasmania, Simpson Desert, Cape York (North of Daintree River), Oodnadatta Track, Birdsville Track, Tanami Track, Gibb River Road, Kalumburu Road, Warburton Road, Strzelecki Track, Cape Leveque, Bungle Bungles, the Plenty Highway, Burke Development Road from Chillagoe to Normanton and Savannah Way from Normanton to Borroloola, Finke Road, Central Arnhem Road, Arnhem Land in general and any other remote area.

Vehicles are NOT permitted to travel on the Canning Stock Route, The Lost City in Litchfield Park, Gunbarrel Highway, the Old Telegraph Road section of the road to Cape York, Boggy Hole (Finke Gorge National Park), the Old South Road from Maryvale to Finkea and the last 2 kilometres of the Lennard River Gorge Road, at any time.

Vehicles are NOT permitted to travel to Cape York between the months of December to May. At all other times permission is required.

Apollo reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the rental period.

Please note that in the event of an accident or breakdown in a remote area or in an area not permitted by Apollo, you are responsible for all costs associated with the recovery of the vehicle to Apollo's nearest branch. Remote Area conditions apply to ALL Apollo vehicles which means in the event of an accident or breakdown in a remote area it will be your full financial liability to pay any salvage, towing and/or recovery costs to the nearest Apollo Motorhome Holidays branch. No replacement vehicle will be provided under any circumstances.

CHANGE OF DROP-OFF DESTINATION

If the renter wishes to change the drop off destination after the rental has commenced, they first must obtain authorisation from the Apollo Head Office. Subject to the change being approved, a minimum additional charge of \$700 will apply.

RENTAL EXTENSION

If the customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Apollo Reservations who will advise of the additional costs. Rental extension is subject to fleet availability. The extra cost (Gross Rate) of an extended

rental must be paid by credit card over the telephone or at an Apollo Branch immediately on confirmation of the rental extension.

Failure to obtain authorisation will result in the renter being charged double the daily gross rental rate.

REPAIRS

Although we run late model vehicles, it may happen that small repairs are required. Repairs up to \$100 may be affected without authorisation and will be reimbursed unless the damage is caused by the renter. For amounts over \$100, Apollo will need to be informed in advance. All vehicles are enrolled in the Australian Automobile Association and 24hr emergency roadside assistance is available.

INFRINGEMENTS AND ADMINISTRATION FEES

Apollo reserves the right to charge the renter for any speeding, toll way or parking fines not reported on return of the vehicle. In addition to these costs, Apollo reserves the right to charge for associated administration costs for processing the fines (irrespective of excess). An administration fee of \$75 will be applicable.

CHANGE OF VEHICLE

Should the vehicle booked be unavailable through unforeseen circumstances, we reserve the right to substitute an alternative vehicle without prior notification and at no extra cost. This shall not constitute a breach of contract and does not entitle the renter to a refund.

VEHICLE CATEGORY

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

VOLUNTARY DOWNGRADE

Should the renter decide to take a lesser vehicle than booked within 14 days of pick up or during the rental then they will not be entitled to any refund.

LIMIT OF LIABILITY

In the event of no alternative vehicle being available to the renter our liability is limited to a refund of the hire charge or in the case of mechanical failure (unless caused by the renter) the remainder of the hire period.

IMPORTANT

We reserve the right to refuse any rental at our discretion.

ANIMALS

No animals are permitted in our vehicles, excluding guide dogs.

SMOKING

Smoking is not allowed in our vehicles.

TRAVEL INSURANCE

We strongly recommend that renters ensure they take out the highest level of Travel Insurance.

PROTECTION PACKAGE

Personal Injury

The Vehicle has third party insurance cover. It is likely that any other vehicle involved in an accident also has third party insurance cover. Depending on the circumstances of the accident, the renter may be entitled to claim for their personal injury against the third party insurance of the party responsible for the accident. The extent of such third party insurance varies in

different States and Territories and Apollo strongly recommends that all passengers take out their own Personal Injury Travel Insurance.

If the renter is responsible for the accident the Vehicle's third party insurance should cover the renter for the liability except where the renter has committed a breach of the Vehicle's third party insurance, e.g. drink driving.

Property Damage

The Vehicle is insured for damage to it or damage to the property of a third party. However the renter is responsible up to the amount of the applicable Liability for the cost of such damage to third party property, or to the rented Vehicle. The renter is also responsible for the cost of demurrage for the period the Vehicle is unavailable due to repairs.

The Liability applies in respect of each claim, not per rental. In addition to the Liability an administration fee of \$75 will be charged per claim. The Liability is applicable regardless of who is at fault and must be paid at the time the accident is reported to Apollo, not at the completion of the rental Period. Apollo reserves the right to charge the renter for any vehicle damage including Third Party property damage not reported on return of the vehicle.

2WD VEHICLES

Standard Liability

Apollo's rental charge includes a Standard Liability of \$2,000.

A Bond of \$2000 will be collected at the time of entering into the Rental Contract. This Bond is payable to Apollo by an open signed credit card imprint with an authorisation obtained (sufficient funds must be available) for \$2000.

The Standard Liability can be reduced by purchasing one of the following Reduction Options:

Liability Reduction Option

A Liability of \$250 applies. The Liability Reduction Option can be purchased by paying to Apollo \$22 per day. The maximum amount payable for this Option is \$1100 (i.e. 50 days rental).

A Bond of \$250 will be collected at the time of entering into the Rental Contract. This Bond is payable to Apollo by an open signed credit card imprint with an authorisation obtained (sufficient funds must be available) for \$250.

4WD VEHICLES

Apollo's rental charge includes a Standard Liability of \$7,500.

A Bond of \$7,500 will be collected at the time of entering into the Rental Contract. Payment of this Bond is only accepted by credit card. The \$7,500 will be debited to the credit card account immediately. An administration fee equal to the merchant surcharge applies.

Reduction Option 1

A Liability of \$2,500 applies. This Option can be purchased by paying to Apollo \$25 per day. The maximum amount payable for this Option is \$1,250 – i.e. 50 days rental.

A Bond of \$2,500 will be collected at the time of entering into the Rental Contract. Payment of this Bond is only accepted by credit card. The \$2,500 will be debited to the credit card account immediately. An administration fee equal to the merchant surcharge applies.

Reduction Option 2 (VIP Cover)

A Liability of \$250 applies. This Option can be purchased by paying to Apollo \$38 per day. The maximum amount payable for this Option is \$1,900 – i.e. 50 days rental.

A Bond of \$250 will be collected at the time of entering into the Rental Contract. This Bond is payable to Apollo by an open signed credit card imprint with an authorisation obtained (sufficient funds must be available) for \$250.

BOND

For security purposes, only a credit card can be used to provide a Bond. The credit cardholder must be present and able to sign for the Bond upon vehicle collection. The creditcard holder is jointly and severally liable for any damage to the rental vehicle.

The Bond is fully refundable when the vehicle is returned to the correct location on time, is full of fuel and all other terms of the Rental Contract have been complied with. If there is damage to the vehicle on its return, the Bond will be used to cover the cost of such damage up to the amount of the relevant Liability. However, if the terms of the Rental Contract are breached and the Bond is insufficient to cover the damage then any extra cost will be charged.

SINGLE VEHICLE ACCIDENT (Cars and 4WD Cars)

If a single vehicle accident occurs in the Northern Territory or Western Australia an additional liability of \$1000 will apply. For the purpose of this Agreement a single vehicle accident is an accident which occurs when no other motor vehicle is involved or when You cannot provide Apollo with the full details of any vehicles that were involved.

FULL RESPONSIBILITY

At all times the renter is responsible for:

- Damage caused where the terms of Rental Contract have been breached.
- Damage caused by negligence.
- Damage caused to the Vehicle in any way by part or total water submersion or salt water.
- Damage caused due to a single vehicle roll over.
- Damage caused to the Vehicle by the renter's wilful conduct.
- Damage caused to the Vehicle when using the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.
- Damage or loss caused to any personal belongings.
- Damage caused due to use of incorrect or contaminated fuel.
- Damage to the overhead or underbody of the Vehicle.
- Damage caused to the Vehicle by the use of snow chains or roof racks.

Please note that in the event of an accident or breakdown in a remote area or in an area not permitted by Apollo, you are responsible for all costs associated with the recovery of the vehicle to Apollo's nearest branch. Remote Area conditions apply to ALL Apollo vehicles which means in the event of an accident or breakdown in a remote area it will be your full financial liability to pay any salvage, towing and/or recovery costs to the nearest Apollo Motorhome Holidays branch. No replacement vehicle will be provided under any circumstances.

RATES / TERMS / CONDITIONS

Are subject to change without notice.

CANCELLATION POLICY

The following cancellation fees apply prior to pickup:

- If cancelled less than 7 days prior to pickup - 50% of gross rental + security deposit paid to-date forfeited
- Cancellation on pickup or no-show - 100% of gross rental + security deposit paid to-date forfeited
- There is no refund for late pick-up and early return of vehicle

Agent security deposit

Security deposits taken by the agent are to help ensure that your reservations are secure and in order. The security deposit is non-refundable. In the event of a cancellation the security deposit, at the discretion of Australia 4 Wheel Drive Rentals, may be used towards a future booking made only through Australia 4 Wheel Drive Rentals. In the event of a cancellation the security deposit will be held for a further 6 months from date of cancellation to be used towards a future security deposit for bookings made through Australia 4 Wheel Drive Rentals and only with the same supplier. This clause is subject to the sole discretion of the management of Australia 4 Wheel Drive Rentals.

Agent credit card surcharge

Australia 4 Wheel Drive Rentals will apply a 2.0% surcharge for all VISA / Mastercard credit card transactions paid towards the

booking. Please note that these credit card fees do not overlap with the supplier surcharge. Please note when choosing a Standard rate you will be paying extra credit card fees to the supplier for any administration surcharges and / or if you choose to take up any excess plan upon pickup. Australia 4 Wheel Drive Rentals does NOT accept American Express or Diners credit cards.

Supplier credit card surcharge

The credit card holder will be jointly and severally liable as a customer. Accepted credit cards are VISA, Mastercard and American Express. A non-refundable 2.0% administration fee will apply to all VISA and Mastercard transactions or 4.5% for American Express. Credit card administration fees also apply to debited security bonds and on the hirer's credit card is acceptable to use for the purpose of the security bond.

Calculation errors

Australia 4 Wheel Drive Rentals rely heavily on accurate information provided to us by our suppliers and we endeavour to ensure that all our prices are up to date. However Australia 4 Wheel Drive Rentals cannot be held liable for any errors in price calculation. In the event of an erroneous quotation or invoice, Australia 4 Wheel Drive Rentals will re-issue another quotation superseding the original quote or invoice with the necessary corrections in pricing.

Suppliers Responsibility

Australia 4 Wheel Drive Rentals is a booking service for the Suppliers. You will be required to complete a rental agreement directly with the relevant Supplier on collection of the rented vehicle. Your rental is subject to the terms and conditions of the respective Supplier with whom the rental agreement is made. Each Supplier is responsible for notifying inventory levels to Australia 4 Wheel Drive Rentals. Australia 4 Wheel Drive Rentals does not accept any liability for unavailability of vehicles caused by the Supplier over-selling its own vehicle inventory or vehicle movement disruption.

Disclaimer

- These details are indicative of the vehicle that will be supplied under your booking. Actual vehicles may vary according to year of manufacture and availability but your vehicle will be suitable for the required number of persons and have equivalent or better specifications to those listed in this website.
- The Australia 4 Wheel Rentals Group will NOT accept responsibility for any/the loss or damage or injury caused to any passenger. The Australia 4 Wheel Rentals Group will not be responsible for any changes to any or all of the above services provided by the operator. Australia 4 Wheel Rentals Group STRONGLY recommends you take out adequate travel insurance including cancellation insurance for your holiday.
- Unless we hear from you that you can't access this information before your booking of the vehicle it will be generally understood and accepted by all parties that you have successfully accessed all links then read and understood the terms and conditions of the supplier and Australia 4 Wheel Drive Rentals.
- Note: This electronic message and any attachments are supplied in good faith and are believed to be free of viruses or related problems. The contents of the message and any advice contained (this quote will be voided if intentionally misused or distributed) therein are supplied on the basis that the recipient understands that they should seek their own expert opinions. Australia 4 Wheel Drive Rentals and the Goholi P/I Group accept no responsibility for the damage or loss (arising from negligence or otherwise) which may occur through the use of the contents or from transmission of this message and attachments. The contents of this electronic message and any attachments are intended only for the addressee and may contain privileged or confidential information. If you are not the addressee, you are notified that any transmission, distribution, downloading, printing or photocopying of the contents of this message or attachments is strictly prohibited. The privilege of confidentiality attached to this message and attachments is not waived, lost or destroyed by reason of mistaken delivery to you. . If you are not the addressee, you are notified that any transmission, distribution, downloading, printing or photocopying of the contents of this message or attachments is strictly prohibited. The privilege of confidentiality attached to this message and attachments is not waived, lost or destroyed.

Depot branches

Adelaide

969 Port Road Cheltenham
Adelaide, SA 5014

Brisbane

698 Nudgee Road
Northgate
Brisbane, QLD 4013

Alice Springs

40 Stuart Highway (CNR Smith Street)
Alice Springs, NT 0871

Broome

5 Farrell Street Broome
Broome
WA 6725

Cairns

432-434 Sheridan Street
Cairns
QLD 4870

Hobart

1 Hawkesford Rd, Hobart Airport
Cambridge
Hobart, TAS 7170

Perth

266 Great Eastern Highway
Belmont
Perth, WA 6104

Darwin

440 Stuart Hwy, Winnellie
Darwin
NT 0820

Melbourne

11 Mareno Road, Tullamarine
Melbourne
VIC 3043

Sydney

182-196 O'Riordan Street
Mascot
Sydney, NSW 2020