

# 4x4 CAMPER HIRE PERTH RENTAL TERMS & CONDITIONS

Version 28/01/2026

## 1. RENTAL TERMS AND CONDITIONS - AGREEMENT

### 1.1 Rental Contract

Your contract to hire a Vehicle from **4x4 Camper Hire Perth**. The contract consists of:

- (a) the agreement (Rental Agreement) the Hirer has signed electronically by agreeing to the terms and conditions prior to payment to hire the Vehicle from **4x4 Camper Hire Perth**;
- (b) the Booking Form displayed on screen at the time of placing the booking;
- (c) the Vehicle Inspection Report as completed on collection of the Vehicle;
- (d) these rental Terms and Conditions (Terms and Conditions).

### 1.2 Jurisdiction

The Rental Contract is governed by the laws of Western Australia and The Hirer agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between The Hirer and

**4x4 Camper Hire Perth**.

### 1.3 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When The Hirer insert an electronic signature, You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

## 2 RENTAL PERIOD AND CHANGES

**2.1** We agree to rent the Vehicle to The Hirer for the Rental Period in exchange for the Rental Charges.

**2.2** If, during the Rental Period, The Hirer wishes to extend the Rental Period, you must obtain prior written approval. **4x4 Camper Hire Perth** may withhold its approval for any reason, including due to availability of the Vehicle.

**2.3** The extra cost of an extended rental must be paid by Credit Card over the telephone immediately on confirmation of the rental extension. The additional days will be at the daily standard gross rental charge for the Vehicle applicable at the time of the extension.

**2.4 Minimum rental periods of 8 days apply.** If The Hirer wish to rent a vehicle for less than the minimum rental period applicable at the time of booking, and **4x4 Camper Hire Perth** agrees, the daily charge will be the number of hire days in the minimum rental period multiplied by the applicable daily rental rate. Minimum rental periods are subject to change.

## 3. AUTHORISED DRIVERS

**3.1 Only The Hirer or an Authorised Driver can drive the Vehicle.** Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes The Hirer and any Authorised Driver from all entitlement to Damage Cover indemnity under these Terms and Conditions.

**3.2 Age limits** - The Hirer and any Authorised Driver must be **at least 25** and not over 75 years of age and have **no less than 12 months driving experience**, unless **4x4 Camper Hire Perth** has agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

### **3.3 Licence requirements**

(a) The Hirer and any Authorised Driver must have a valid licence to drive the Vehicle which is issued in an Australian state or territory or an international licence (with a valid International Driving Permit in English if the language on your licence is not in English).

(b) have not had your driver's licence cancelled or suspended within the last three years

## **4. USE OF THE VEHICLE**

**4.1** The Vehicle must not be driven by The Hirer or any Authorised Driver:

(a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;

(b) recklessly or dangerously; or

(c) whilst the Vehicle is damaged or unsafe.

**4.2** The Hirer and any Authorised Driver must not operate the vehicle:

(a) whilst intoxicated or under the influence of drugs or alcohol, or with a blood alcohol content or drug concentration that exceeds the legal limit set by law in the state or territory where the Vehicle is driven; or;

(b) use the Vehicle:

(i) for any illegal purpose;

(ii) to propel or tow another vehicle or a trailer;

(iii) to carry or transport illegal drugs or substances;

(iv) or carrying any greater load and/or more persons and/or for a purpose for which the Vehicle is not designed and constructed

(v) for commercial purposes or financial gain or for subletting or hiring the Vehicle to any other person

(vi) in an unsafe or un-roadworthy condition; or

(c) smoke in or near the vehicle

(d) modify or make any alteration to the Vehicle;

(e) The Hirer must: keep the Vehicle locked when not in use and keep the keys in The Hirer's possession; and take reasonable care of the Vehicle and drive the Vehicle in a safe and legal manner

## **5. PROHIBITED AREAS OF USE**

### **5.1 Approved Roads**

The Vehicle must only be driven:

(a) on sealed roads, or

(b) on formed, gazetted, maintained unsealed roads in good condition; or

(c) Off Road only when:

(i) Travel is necessary to access recognised or gazetted landmarks, national parks, recognised tourist attractions, or official camping areas;

(ii) You follow all tyre pressure, speed, and driving requirements in the User Manual;

(iii) You avoid water crossings deeper than hub height; and

(iv) You comply with all seasonal travel restrictions

## **5.2 Beach Driving**

Beach driving is prohibited unless:

- (i) The beach is a recognised gazetted driving area;
- (ii) Saltwater contact is avoided at all times.

Failure to comply will result in all recovery, cleaning, and repair costs being charged to You.

## **5.3 Prohibited Terrain & Conditions**

The Vehicle must never be driven:

- (i) On any unformed track, private station track, non-gazetted road without written approval:
- (ii) Through or into any body of water, including rivers, creeks, tidal flats, or floodwaters:
- (iii) On salt lakes, salt flats, or any area with soft boggy sand not designated as a driving area;
- (iv) In snow or ice conditions

## **5.4 Seasonal & Weather Restrictions**

Travel on the following routes is prohibited during the Wet Season (typically 1 December – 31 March, dates may vary with weather conditions):

- (i) Gibb River Road (WA)
- (ii) Kalumburu Road (WA)
- (iii) Cape Leveque Road (WA)
- (iv) Bungle Bungles (WA)
- (v) Any unsealed road in the Kimberley or Top End NT where flooding risk is present

We reserve the right to amend or extend these restrictions at short notice based on local conditions, road closures, or police/authority advice.

## **5.5 Special Permission Required**

The Hirer must obtain written permission from **4x4 Camper Hire Perth** prior to travel to any of the following:

- (i) Islands off mainland Australia (including Kangaroo Island, Dirk Hartog etc)
- (ii) Arnhem Land and Central Arnhem Road (NT)
- (iii) Simpson Desert (NT, SA)
- (iv) Gunbarrel Highway (WA, NT)
- (v) Tanami Track (NT, WA)
- (vi) Oodnadatta Track (SA)
- (vii) Birdsville Track (SA)
- (viii) Holland Track (WA)
- (ix) Warburton Road (WA)
- (x) Red Bluff Station access road (WA)
- (xi) Plenty Highway (NT)

(xii) Finke Road (NT)

(xiii) Bornholm Beach

(xiv) Mitchell Plateau Track (WA)

Where permission is granted, conditions (e.g., minimum spares, satellite comms, convoy travel) apply.

### **5.6 Recovery Costs**

Regardless of Damage Cover, You are responsible for all recovery, towing, and associated transport costs if the Vehicle becomes bogged, stranded, or immobilised in:

(i) Any prohibited area;

(ii) As a result of negligent driving; or

(iii) Where you have ignored road closure, weather, or safety warnings.

## **6. RENTAL CHARGES AND PAYMENTS - YOUR OBLIGATIONS**

### **6.1 Rental Charges**

You must pay the estimated Rental Charges by credit card at the time of completing the Booking Form. Card surcharges are payable.

**6.2 Pay the Security Bond**, which will be taken as a pre-authorisation on Your credit card as a security for the performance of any of The Hirer's obligations and liabilities under the Rental Contract.

(a) The Hirer authorises **4x4 Camper Hire Perth** to keep Your credit card on file and to debit that credit card in the event that the Security Bond is recoverable under these Terms and Conditions, including if:

(b) amounts are due to **4x4 Camper Hire Perth** under the Rental Contract, including refuelling costs;

(c) the Vehicle has not been returned to the agreed location at the date and time set in the Rental Agreement;

(d) there is Damage (except for reasonable wear and tear) or Third Party Loss;

(e) the exterior and interior of the Vehicle are not in a reasonable state of cleanliness; or

(f) there has been a Major Breach of the Rental Contract,

## **7 FINES, INFRINGEMENTS, TOLLS AND LEGAL ACTIONS**

**7.1** The Hirer is liable for and must pay for all:

(a) fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds;

(b) speeding and traffic fines, infringements and penalties arising from the use of the Vehicle;

(c) costs and expenses **4x4 Camper Hire Perth** incurs arising from the use of the Vehicle on toll roads; and

(d) court fees or costs arising from the above.

**7.2** If **4x4 Camper Hire Perth** receives a notice from any regulatory authority in relation to any tolls incurred during the Rental Period, **4x4 Camper Hire Perth** will pay the toll and The Hirer agrees and authorises **4x4 Camper Hire Perth** to charge the Customer Card for the toll amount.

**7.3** If **4x4 Camper Hire Perth** receives a notice from any regulatory or enforcement authority in relation to any fines, infringements and penalties in relation to the Vehicle during the Rental Period, **4x4 Camper Hire Perth** will supply The Hirer's details to any regulatory or enforcement authority to enable the enforcement authority to issue the infringement notice and any reminder notice directly to The Hirer as soon as practicable, in which case an administrative fee of up to \$50 including GST may apply.

**7.4** If any regulatory or enforcement authority requires further information to enable the enforcement authority to issue the infringement notice and any reminder notice to The Hirer, The Hirer will actively assist **4x4 Camper Hire Perth** and promptly respond to the enforcement authority with any reasonable requests for information.

**7.5** If **4x4 Camper Hire Perth** is unsuccessful in making reasonable attempts in issuing the infringement notice to The Hirer, and **4x4 Camper Hire Perth** is required to pay any amount for which The Hirer is liable pursuant to clause 7.1, You must pay **4x4 Camper Hire Perth** that amount, together with an administrative fee of up to \$50 including GST per charge, fine or infringement.

**7.6** The Hirer agrees and authorise **4x4 Camper Hire Perth** to charge the Customer Card for the full amount **4x4 Camper Hire Perth** paid in accordance with clause 7.5. You acknowledge that this clause is reasonably necessary for **4x4 Camper Hire Perth** to protect its interests.

## **8 START OF THE RENTAL**

At the Start of the Rental and before collecting the Vehicle The Hirer must:

- (a) present The Hirer's driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;
- (b) present The Hirer's passport if The Hirer is not an Australian citizen;
- (c) present of one other form of current and valid identification such as credit card, Medicare card or ID card
- (d) fully inspect the Vehicle at the Start of Rental to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Rental Agreement. If there is any discrepancy The Hirer must notify **4x4 Camper Hire Perth** prior to leaving and

### **8.1 During Your rental**

- (a) You must:
  - (i) only refuel the Vehicle with **DIESEL** that meets the Vehicle's specifications as set out in the Toyota Hilux Manual; and
  - (ii) maintain the engine and brake oils and coolant level and tyre pressures and check these no less than on a weekly basis
- (b) You must not:
  - (i) use the Vehicle for transporting any pets or animals,
  - (ii) smoke in the Vehicle and The Hirer must take reasonable steps to prevent passengers from doing so. Additional cleaning, disinfection and deodorising charges may apply.

### **8.2 Reasonable care**

The Hirer and any Authorised Driver must take reasonable care of the Vehicle by:

- (a) preventing it from being damaged;

- (b) properly securing any goods, property or equipment carried in the Vehicle;
- (c) maintaining the engine and brake oils and coolant level and tyre pressures;
- (d) using the correct fuel type; and
- (e) making sure it is not overloaded.

## 9 TYRES AND WINDSCREENS

**9.1** The Hirer must obtain **4x4 Camper Hire Perth** prior written approval to replace any tyres or windscreens.

**9.2** The Hirer is responsible for replacing damaged tyres (for example, blowouts, punctures, sidewall damage, tyre staking etc.) unless caused by normal wear and tear or the actions of a third party where the details of that third party are provided to **4x4 Camper Hire Perth** or when The Hirer has purchased an Additional Cover or 4WD Additional Cover and it applies.

**9.3** The Hirer must maintain tyre pressures as per the recommended levels which are different for sealed road and dirt road use (see stickers in vehicle). The Hirer must only purchase new steel radial tyres of the same size and ply rating as are fitted to the Vehicle. If You purchase tyres of a different size or ply rating **4x4 Camper Hire Perth** will not refund You for the purchase cost.

## 10 ACCIDENTS

**10.1** In the event of an accident, The Hirer must:

- (a) record the Time/Date/Location;
- (b) take reasonable steps to record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle;
- (c) take reasonable steps to record the name of the other party's insurance company;
- (d) take reasonable steps to not admit liability;
- (e) take reasonable steps to notify the nearest police station as soon as practicable;
- (f) notify **4x4 Camper Hire Perth** by phone or email within 24 hours of the accident

**10.2** In the event of an accident, the towing and retrieval of the Vehicle to the closest repair facility is at The Hirer's expense up to the amount of The Hirer's Liability. There is no refund for monies paid for the unused portion of the rental period unless it is a result of **4x4 Camper Hire Perth's** negligence or wilful act or omission.

**10.3** 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. Additional charges may be incurred.

## 11 BREAKDOWNS

### 11.1 Notification of Vehicle fault

You must inform **4x4 Camper Hire Perth** immediately if:

- (a) a warning light or fault message appears;
- (b) You see or become aware of low engine or brake oils, or engine coolant levels; or
- (c) the Vehicle develops any fault during the Rental Period.

If The Hirer fails to notify **4x4 Camper Hire Perth** and continue to use the Vehicle The Hirer will be responsible for any Damage or Third Party Loss.

**11.2 4x4 Camper Hire Perth** will provide The Hirer with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur. Twenty four hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Rental Period You must contact Us on **+61 466 500 293** to arrange assistance. We will recover and repair the Vehicle as soon as possible but if it cannot be repaired **4x4 Camper Hire Perth** will use best endeavours to provide a replacement Vehicle where one is available.

**11.3 4x4 Camper Hire Perth** is not responsible for:

- (a) a flat battery because the lights or entertainment system have been left on;
- (b) tyre changing;
- (c) lost keys or remote control device; or
- (d) keys or remote control device locked in the Vehicle.

Extra charges will apply if any of these services are provided at The Hirer's request and The Hirer is responsible for and must pay for any damage caused.

**11.4** Subject to the Australian Consumer Law, **4x4 Camper Hire Perth** is not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (d) loss of enjoyment; or
- (e) consequential or economic loss.

**11.5 Repair without authority prohibited**

You must not let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.

**11.6 Repair with authority**

Where **4x4 Camper Hire Perth** has given The Hirer prior authority to repair the Vehicle The Hirer must keep and produce to **4x4 Camper Hire Perth** the original tax invoices and receipts for any repairs, towing or salvage and The Hirer will be reimbursed only if these expenses have been authorised by **4x4 Camper Hire Perth**. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

**12 RETURN OF THE VEHICLE**

**12.1** (a) The Hirer must return the Vehicle:

- to the agreed location;
- on the date and by the time shown in the Rental Agreement;
- in a reasonable state of cleanliness; free of mud, red dirt and rubbish. A cleaning fee of \$299 inc. of GST will apply to vehicles returned in an unreasonable condition
- in the same mechanical condition it was in at the Start of the Rental, fair wear and tear excepted; and
- with a full tank of fuel.

(b) If You return the Vehicle:

- with less than a full tank of fuel a refuelling charge of \$55 (including GST) plus the cost of the fuel, will apply;
- earlier than the date shown in the Rental Agreement there is no entitlement to a refund;
- more than one hour after the date and time set for its return in the Rental Agreement, **4x4 Camper Hire Perth** will charge You \$25 per hour up to one full day's rental and a further full day's rental at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to **4x4 Camper Hire Perth**; or
- at any time outside Our normal business hours The Hirer must pay for the daily Rental Charges and all Damage until available at the next open for business session unless **4x4 Camper Hire Perth** has agreed to an after-business hours drop off and it is shown on the Rental Agreement.

### **12.2 Post rental inspection procedure**

- (a) We will take reasonable steps to conduct a post rental inspection in Your presence;
- (b) If You do not wish to wait for the full inspection, **4x4 Camper Hire Perth** will use reasonable endeavours to conduct the inspection within eight (8) business hours; and
- (c) if Damage is detected, **4x4 Camper Hire Perth** will notify You as soon as it is reasonably practical to do so.

### **12.3 End of the Rental**

At the End of the Rental The Hirer must pay:

- (a) the balance of the Rental Charges;
- (b) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
- (c) any costs **4x4 Camper Hire Perth** incurs, including:
- refuelling costs; and
  - extra cleaning costs;
- (d) for all Damage arising from a Major Breach of the Rental Contract
- (e) Damage arising from a Single Vehicle Accident;
- (f) for all Overhead Damage;
- (g) for all Underbody Damage; and
- (h) for any Damage caused by the immersion of the Vehicle in water.
- (i) In addition to these Terms and Conditions, the hire of the Vehicle will be subject to the terms and the privacy policy of the Online Payment Partner, including any 'no refunds' or 'disputes' policies, available on the Online Payment Partner's website located at:
- Stripe: <https://stripe.com/en-au/ssa>

## **13 PROPERTY LOSS OR DAMAGE**

**13.1** The Hirer is responsible for and must pay up to the amount of the applicable Liability Reduction set out in Customer Contract for Loss or Damage to the Vehicle and for damage to third party property unless it is a result of **4x4 Camper Hire Perth's** negligence or wilful act or omission.

**13.2** Regardless of whether cover is extended to The Hirer by **4x4 Camper Hire Perth's** insurer, You will remain responsible for the costs of demurrage for the period the Vehicle is unavailable due to repairs up to the amount of Security Deposit. Any demurrage recovered from any negligent third party will be refunded to The Hirer upon its recovery.

**13.3** The Damage Liability applies in respect of each claim, not per rental.

**13.4** In the event of a claim, **4x4 Camper Hire Perth** requires that The Hirer pay a second liability deposit equivalent to the applicable liability if You are continuing with the rental.

**13.5** The Damage Liability is applicable regardless of who is at fault and must be paid at the time the accident/incident is reported to **4x4 Camper Hire Perth**, not at the completion of the rental period.

**13.6** **4x4 Camper Hire Perth** is not liable for any personal belongings left in the Vehicle which are damaged, stolen or lost. **4x4 Camper Hire Perth** recommends that You do not leave items of value in the Vehicle and that The Hirer takes out Personal Travel Insurance

#### **14 CANCELLATION AND NO SHOW**

**14.1** Bookings may be cancelled or postponed by the Hirer giving not less than 90 day's notice in writing to **4x4 Camper Hire Perth** prior to the commencement of the Hire Period, in which case the Hirer shall be entitled to a full refund of any amounts already paid by the Hirer to the Company (including, but not limited to, the Deposit) less an administration fee of \$110 (or such greater amount as is determined by the Company from time to time).

**14.2** Should the booking be postponed giving not less than 90 days notice, the hire rate will revert to the hire rate and any associated minimum hire period, fees and charges applicable for the hire period selected.

**14.3** If the Hirer cancels a booking, either wholly or in part, but fails to give notice of such cancellation in accordance with clause 14.1, the Company shall apply a cancellation charge, calculated as a percentage of the total rental contract. The cancellation charge is applied in accordance with the following table:

	<b>Hire Fee Refund</b>
<b>90+ days</b>	<b>\$120 cancellation fee</b>
<b>89-60 days prior to pickup</b>	<b>20% of Total Booking Contract</b>
<b>59-29 days prior to pickup</b>	<b>50% of Total Booking Contract</b>
<b>28-1 days prior to pickup</b>	<b>100% of Total Booking Contract</b>

**14.4** If the Hirer wishes to postpone a booking, but fails to give notice in accordance with clause 14.1, **4x4 Camper Hire Perth** shall not be obliged to refund the Deposit or any other amount paid by the Hirer under the Hire Agreement.

## 15. DAMAGE COVER – LIABILITY

### 15.1 Damage Excess

(a) Standard Damage Cover is included in the Rental Charges.

(b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft or Third Party Loss but You must pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim unless:

(i) We agree You were not at fault; and

(ii) the other party was insured and their insurance company accepts liability.

### 15.2 When is the Damage Excess payable?

Unless The Hirer has expressly authorised a charge to The Hirer's credit card at an earlier time an amount up to, but not exceeding, the Damage Excess will be charged to The Hirer's credit card:

(a) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to The Hirer;

(b) if the Vehicle has been stolen, after We have made reasonable enquiries and in **4x4 Camper Hire Perth's** opinion it is unlikely the Vehicle will be recovered; and

(c) for Accidents in which there is also Third Party Loss, after **4x4 Camper Hire Perth** has made an estimate of The Hirer's total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to The Hirer as soon as practicable.

### 15.3 Claims Administration fee

All Accident, attempted theft and theft claims will incur a claims administration fee of \$110 in addition to the Damage Excess liability. This fee is to compensate **4x4 Camper Hire Perth** for the labour and associated costs with processing The Hirer's claim.

## 16 DAMAGE COVER EXCLUSIONS

**16.1 No Damage Cover applies**, and The Hirer is fully liable for Damage or loss arising from:

(a) A Major Breach of the Rental Contract;

(b) Use of the Vehicle by an unauthorised or excluded driver;

(c) Travel in a prohibited area without permission; or

(d) Failure to conduct daily pre-trip checks when in remote areas.

(e) Underbody, suspension, or driveline damage caused by impact with road surfaces, rocks, or debris;

(f) Overhead damage;

(g) Immersion in water, saltwater, or mud;

(h) Corrosion damage from salt or chemical exposure;

(i) Dust or sand ingress to mechanical, electrical, or interior components.

(j) Accessories & Camping Equipment:

(k) Damage, loss, or theft of rooftop tents, awnings, fridges, recovery gear, or kitchen equipment, except for fair wear and tear;

(l) Tyre damage, other than normal wear.

## **16.2 Contamination & Misuse**

The Hirer is liable for all costs related to:

- (a) Contamination from incorrect fuel, fluids, or additives, even if detected before mechanical damage occurs;
- (b) Loss of use while repairs are carried out;
- (c) Recovery from bogged or immobilised conditions.

## **17 TREAD2 GPS NAVIGATION, SATELLITE SAFETY BEACON, SPOT MESSENGER, TRACKING**

**17.1** The Hirer must only activate the SPOT Messenger and or Toyota Hilux SOS systems in a life-threatening emergency situation to alert the rescue authorities.

**17.2** The Hirer acknowledges and agrees that any costs or penalties incurred due to the activation of a 'Satellite Safety Beacon', including as a result of deliberate misuse, are a matter strictly between The Hirer and the relevant authority

**17.3 4x4 Camper Hire Perth** may use Global Positioning System (GPS) tracking or other electronic tools to enable the geographical location of its Vehicles to be tracked or located. The Hirer expressly consents, and will procure that each Authorised User consents, to **4x4 Camper Hire Perth's** use of tracking devices.

**17.4** The Hirer will be charged for any damage, loss or mis-use of the above electronic equipment that is provided for their convenience and safety

## **18 PRIVACY POLICY NOTICE**

**4x4 Camper Hire Perth** will collect personal information in accordance with the Rental Agreement. Any information collected by **4x4 Camper Hire Perth** will be handled in accordance with the Privacy Policy. You agree that **4x4 Camper Hire Perth** may collect, use and disclose Your personal information in accordance with the Privacy Policy.

### **18.1 Privacy Policy**

**4x4 Camper Hire Perth** is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information. We have adopted the Australian Privacy Principles (APPs) contained in the Commonwealth of Australia Privacy Act 1988 (the Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

### **18.2 What is Personal Information and why do we collect it?**

Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect includes names, addresses, email addresses, phone numbers. This Personal Information is obtained when you make a booking for the sole purpose of providing our 4 WD Rental Car services to you. Client **Credit Card Numbers are not fully visible** in Booqable platform that we use. Booqable integrates with secure payment processor [Stripe](#) and the system is designed to handle payment information securely and compliantly, meaning card data is not exposed to users.

### **18.3 Sensitive Information**

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

We do not collect this type of information.

### **18.4 Third Parties**

Where reasonable and practicable to do so, we will collect your Personal Information only from you and not disclose this to third parties other than Stripe Financial Services. This company is used to process credit card payments for our Business.

### **18.5 Disclosure of Personal Information**

Your Personal Information may be disclosed in a number of circumstances including the following:

- a) Third parties where you consent to the use or disclosure; and
- b) Where required or authorised by law.

### **18.6 Security of Personal Information**

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information.

### **18.7 Access to your Personal Information**

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing. In order to protect your Personal Information we may require identification from you before releasing the requested information.

### **18.8 Maintaining the Quality of your Personal Information**

It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date.

### **18.9 Policy Updates**

This Policy may change from time to time.

### **18.10 Privacy Policy Complaints and Enquiries**

If you have any queries or complaints about our Privacy Policy, please contact us at:

[camperhireperth@outlook.com](mailto:camperhireperth@outlook.com)

## **19. DEFINITIONS AND INTERPRETATIONS**

### **19.1 Definitions**

In these Terms and Conditions:

**4x4 Camper Hire Perth** is Tunanui Pty Ltd trading as 4x4 Camper Hire Perth ABN 46 536 131 196

**Accident** means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; and
- (c) weather events, including hail Damage, that results in Damage or Third Party Loss.

**Authorised Driver** means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

**Booking Form** means the confirmation of Your reservation emailed to You after You complete a reservation request, containing the details referred to in these Terms and Conditions.

**Damage means:**

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use,

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.

**Damage Cover** means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss, subject to the Damage Cover Exclusions in clause 8.

**Damage Excess** means the amount, including GST, up to which You must pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

**End of the Rental** means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

**Hirer** means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from **4x4 Camper Hire Perth** and whose name is shown in the Rental Agreement.

**Loss of Use** means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

**Major Breach** means a breach of any of the following:

- (a) wilful action; that causes Damage, theft of the Vehicle or Third Party Loss;
- (a) preventing Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim

**Off Road** means any area that is neither a sealed or an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields, and paddocks.

**Overhead Damage** means:

- (a) Damage to the Vehicle; or

(b) Third Party Loss,

caused by:

(i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;

(ii) objects being placed on the roof of the Vehicle; or

(iii) You or any person standing or sitting on the roof of the Vehicle.

**Privacy Policy** means Our Privacy Policy which is in the Terms and conditions

**Rental Charges** means the charges payable for renting the Vehicle from **4x4 Camper Hire Perth** together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

**Rental Period** means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

**Security Bond** means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable if no damage or loss occurs.

**Single Vehicle Accident** means a collision between the Vehicle and another object when no other moving vehicle is involved and includes impacts with animals, roadside infrastructure, buildings, rollovers and impacts with any stationary object including other parked vehicles.

**Start of the Rental** means the date and time that the rental commences as shown in the Rental Agreement.

**Third Party Loss** means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

**Underbody Damage** means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with road, other than a road that is undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

**User Manual** means the Toyota Hilux manual that provides useful operating information for the Vehicle and a **4x4 Camper Hire Perth** Manual for camping equipment, including tyre pressure for on road and Off Road use, engaging the differential lock and opening and closing the rooftop tents, and assists in troubleshooting common problems and operating the Vehicle safely.

**Vehicle** means the Vehicle described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit.