

GYPSY CAR RENTAL- TERMS AND CONDITIONS

Valid 01/05/2018 – 01/05/2019

These Terms and Conditions apply to any Agreement between GYPSY CAR RENTALS ('GYPSY') and the Hirer whose name and address appears in the Rental Agreement. GYPSY and the Hirer agree as follows:

1. CONSUMER RIGHTS STATEMENT

All of the Hirer's rights set out in this Agreement are in addition to your rights as a consumer pursuant to applicable consumer protection laws, including the Australian Consumer Law. Such rights are not excluded, restricted or modified by operation of this Agreement. The Hirer may find out more about the Hirer's rights from consumer organisations and bodies including the Australian Competition and Consumer Commission. Please contact us if you have any questions about these terms and conditions.

2. DEFINITIONS

In this Agreement, unless the context clearly indicates otherwise: **'Agreement'** means any Confirmation and/or the Rental Agreement;

'Bond' means the amount paid by the Hirer on pick-up of the Vehicle to cover any liability or other amounts owned by the Hirer under this Agreement;

'Collection Point' means the collection point for the Vehicle specified in the Confirmation and/or Rental Agreement;

'Confirmation' means the confirmation of the Hirer's booking from GYPSY confirming Vehicle type, Fee, Bond, Term of Hire, Start Date, Return Date, Collection Point and Return Location;

'Damage Liability Fee' means damage liability fee described in clause 9 as specified in the Rental Agreement.

'Credit Card' means a credit card or debit card

'Fee' daily rental costs and any additional fees as agreed.

'Hirer' means the person or persons nominated as the customer/hirer/ Authorised Driver and any person whose credit card is presented for payment of the Hirer's charges;

'GYPSY' means Gypsy Travel Car Rentals;

'Rental Agreement' means the document entitled Rental Agreement which has been signed for and on behalf of the Hirer

and the Terms and Conditions;

'Return Location' in respect of the Vehicle, means the return location specified in the Confirmation and/or Rental Agreement;

'Terms and Conditions' means the terms and conditions set out in this document; and

'Vehicle' means the Vehicle hired by the Hirer and includes tyres, tools, accessories, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

3. RENTAL DURATION

a) The term of hire (**'Term of Hire'**) in respect of the Vehicle shall commence at the time and date specified in the Rental Agreement (**'Start Date'**) and cease at the time and date specified in the Rental Agreement (**'Return Date'**). Car charges are calculated on a 24-hour basis. On the Return Date, the first hour late is free; after the first hour late a full day hire applies. When calculating the number of days the Vehicle is rented, the Start Date is counted as day one of the rental, regardless of pick-up time. The Return Date is counted as the final day of the rental regardless of drop off time.

b) Minimum rental periods are subject to change, and any such change will be notified to the Hirer prior to Confirmation and once a Confirmation has been received by the Hirer, GYPSY may not alter the minimum rental period for that booking.

4. RATES, AMENDMENTS AND CANCELLATION CONDITIONS

a) This Agreement and the rates and conditions quoted in our website, brochures and/or documentation are subject to change without notice. However (subject to changes in legislation or system generated errors) GYPSY will not alter this Agreement or the rates or conditions applicable to the Hirer's rental once the Hirer has received Confirmation, unless the booking is amended at the Hirer's

request.

b) All amendments to a booking are subject to availability and approval by GYPSY. If a reservation, Return Location, category or Vehicle type, Collection Point, Start Date or Return Date is amended prior to collection by the Hirer, the applicable rate for the Vehicle may in the absolute discretion of GYPSY be re-calculated to the new rate applicable at time of amendment, the Hirer will be advised of any change in rate at the time. Rate recalculations are based on the rate at the time of reservation or the new rate at the time of amendment.

c) Subject to clause 4(e), if the Hirer requests to voluntarily downgrade their Vehicle type from the reserved category of Vehicle, the Hirer will not be entitled to any refund from GYPSY.

d) All changes to a booking, including extensions to the Return Date, are subject to availability and approval by GYPSY and must be requested through GYPSY's reservations team at least 24 hours prior to the Return Date or any agreed extension thereof. In the event of any unauthorised extension to the Return Date, the Hirer shall pay the current daily rental rate for each day until the Vehicle is returned and an additional late return fee of such amount GYPSY nominates as its reasonable costs in connection with such unauthorised extension being not more than \$500. In the event of any unauthorised change to the Return Location, the Hirer shall pay a relocation fee as determined by GYPSY acting reasonably but in any event not in excess of \$500.

e) A 20% deposit is required at the time of booking and/or following any amendment in order to receive a Confirmation.

f) If the booking is cancelled up to 22 days prior to the Start Date, a full refund of the deposit will be made (not including any credit card administration fee). If a booking is cancelled between 1 – 21 days prior to the Start Date, the 20%

deposit is non-refundable. If the booking is cancelled on the Start Date or the Hirer does not collect the Vehicle from the Collection Point then 100% of the gross rental is chargeable.

5. PERSONS WHO MAY DRIVE THE VEHICLE

a) The Vehicle may only be hired and driven by the persons specified as an authorised driver in the Rental Agreement, and only if: they hold a current and full (open) driver's licence appropriate for the Vehicle in English, which must be presented to GYPSY at time of collection of the Vehicle ('Authorised Driver'). Only persons 21 years and over may be an Authorised Driver in respect of a Vehicle. If the licence of an Authorised Driver is not in English it must be accompanied by an accurate English translation of the whole licence including any restrictive conditions. The translation must be provided by an Australian State or Territory Department of Transport (or equivalent agency) approved translator, diplomatic representative at a high commission, embassy or consulate or authority that issued the licence. Such translation must be provided to GYPSY prior to collecting the Vehicle. An international driving permit or licence issued in accordance with a UN Convention on Road Traffic may be acceptable as a translation. An International driver licence or permit must always be accompanied by an original and current driver licence.

b) Subject to Clause 5(a), persons who hold a provisional or learner driver's licence from any Australian State or Territory or from an international province are excluded from being an Authorised Driver.

c) Once the Vehicle has been collected, if any additional persons wish to drive the Vehicle, they must call into a GYPSY branch to get GYPSY's prior approval and they must comply with clauses (a) and (b) above.

d) Subject to Clause 5 (a to c), GYPSY reserves the right to deny an application by a person to be an Authorised Driver if deemed unsuitable by GYPSY for any which reason at its own discretion.

6. HIRER'S OBLIGATIONS

a) The Hirer acknowledges having

received the Vehicle in a clean condition and with fuel in the tank. The fuel tank is not always full at check out and must be returned at the same level as marked on the condition report. The Hirer will return the Vehicle in a clean condition with the fuel tank at the same level as marked in the condition report, on the Return Date at the time and at the Return Point set out in the Rental Agreement.

b) The Hirer must ensure that all reasonable care is taken in handling and parking the Vehicle and that it is left securely locked when not in use.

c) The Hirer must ensure that the recommended levels are maintained with respect to the water in the radiator and battery, the oil and the tyre pressures of the Vehicle.

d) Smoking and/or animals (excluding registered guide or assistance dogs) are not permitted in the Vehicle at any time. If this condition is breached, the Hirer must pay to GYPSY a cleaning fee determined by GYPSY in its reasonable opinion and being not more than \$250.

e) The Hirer must ensure that all Authorised Drivers comply with and all Authorised Drivers are aware they are bound by this Agreement.

f) All Authorised Drivers must carry their driver's licence with them when driving the Vehicle.

g) In the event of any damage to or accident involving the Vehicle during the Term of Hire, the Hirer must notify GYPSY of the full circumstances of the damage as soon as practicable (being not more than 24 hours) from the time the Hirer has knowledge of the damage.

h) If there is an equipment defect or mechanical failure of the Vehicle during the Term of Hire, the Hirer must notify GYPSY as soon as practicable, and in any event within 24 hours, from the time the Hirer has knowledge of the defect or failure so as to give GYPSY the opportunity to rectify the problem during the Term of Hire and ensure the problem does not escalate. GYPSY does not accept liability for any claims submitted after this period.

i) The Hirer must ensure that a copy of this Agreement is kept in the Vehicle throughout the Term of Hire and produced without delay for inspection on demand by an enforcement officer.

j) It is the Hirer's responsibility to be aware of and act in compliance with all the Australian Transport Agency rules and regulations.

k) The Hirer shall not use or permit the Vehicle to be used for the transport of passengers for hire or reward, this includes but is not limited to use or permit of the Vehicle for purposes as a taxi, uber or for car sharing.

l) The Hirer shall not:

(i) drive or use the Vehicle (or permit the Vehicle to be driven or used) otherwise than in a prudent and cautious manner. For the purposes of these terms and conditions, a single vehicle rollover shall be considered a breach of this clause 6(l)(i);

(ii) Permit the Vehicle to be operated outside the Hirers authority;

(iii) Operate the Vehicle, or allow it to be operated, in circumstances that constitute an offence against any relevant Australian or Queensland motor vehicle or traffic act or regulation

(iv) Operate the Vehicle, or permit it to be operated in any race, speed test, rally or contest;

(v) Operate the Vehicle or permit it to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the Vehicle;

(vi) Drive or permit the Vehicle to be driven by any other person that is not the holder of a current driver's licence appropriate for the Vehicle; or

(vii) Use the Vehicle for the purpose of a courier or delivery service.

n) The Hirer must ensure that no persons interfere with the odometer or speedometer, or (except in an emergency) any part of the engine, transmission, and braking and/or suspension systems of the Vehicle.

o) The Hirer confirms that all information supplied by them to GYPSY in connection with this Agreement is true and accurate and the Hirer will immediately notify GYPSY of any change to the information.

p) The primary concern of GYPSY is the well-being of the Hirer and the occupants of the Vehicle and, for safety purposes, GYPSY 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 hire period. GYPSY will advise you on pick up of any travel restrictions known at that time.

7. PAYMENT BY HIRER

a) Prior to collection of the Vehicle, the Hirer must pay GYPSY in full the fees ('Fees'), and ('Bond') (If requested) and any other amounts specified in the Rental Agreement and present a credit card in the Hirer's name that is acceptable to GYPSY for payment of such amounts. Subject to the terms and conditions of this Agreement, the Hirer agrees to pay on demand any additional fees and costs that are incurred by the Hirer or are payable by GYPSY in connection with the hire of the Vehicle by the Hirer including parking charges and fines, toll road charges and fines, camping charges and fines, speeding and other traffic offence fines, late return fees, relocation fees, and cleaning fees. In addition, the Hirer authorises GYPSY to debit the Hirer's credit card for those additional costs which become apparent following the Term of Hire.

b) The Hirer must pay for all petrol or diesel (but not oil) used in the Vehicle during the Term of Hire.

c) The following credit cards will be accepted: Visa, MasterCard & American Express. A credit card administration fee of 2% applies for the use of Visa and MasterCard for payment and Bond purposes. The credit card administration fee will not be refunded if the Hirer cancels the booking.

d) Some banks and credit card providers may impose fees for certain transactions, including currency conversion fees. Any fees and other charges which may be changed to the Hirer or the Hirer's bank or credit card provider will be the Hirer's sole responsibility, and for the avoidance of doubt, are not included in any rate or sum provided by GYPSY.

e) The Hirer accepts the risk of any currency exchange rate fluctuations (including in relation to refunds and return of Bonds) and accepts that GYPSY has no control over any currency conversion rates or fees.

f) If a credit card is presented as payment, the credit card holder is

jointly and severally liable as a Hirer. The Hirer agrees that:

(i) GYPSY shall be entitled to retain the Hirer's credit card details in accordance with the Payment Card Industry – Data Security Standard and to take any action to recover from the Hirer's credit card all amounts due by the Hirer pursuant to this Agreement, including any amounts due in respect of damage to the Vehicle or property of a third party and all other additional charges as set out in this Agreement and as listed in clauses 3, 7, 11, 12, 14, 15, 16, 17 and 18; and

(ii) GYPSY may process credit card charges relating to the Rental Agreement up to 6 months after the Term of Hire.

8. HIRER'S LIABILITY

a) If multiple persons are described as the Hirer in the Rental Agreement, each person is jointly and severally responsible for all fees, charges and other obligations pursuant to this Agreement.

b) Subject to clause 8(e), the Hirer is liable to GYPSY for and indemnifies GYPSY against:

(i) any loss of, or damage to, the Vehicle (including any accessories);

(ii) any consequential damage, loss or costs incurred by GYPSY, including salvage costs, loss of ability to re-hire and loss of revenue; and

(iii) any loss of, or damage to, Vehicles and property of third parties, arising from the use or misuse of the Vehicle by the Hirer, any Authorised Drivers, person whom the Hirer permits or allows to drive the Vehicle, invitee of the Hirer or passengers in the Vehicle during the Term of Hire, to the extent that such loss, damage or costs have been caused by or contributed to by the Hirer, any Authorised Driver, any person the Hirer permits or allows to drive the Vehicle, any invitee of the Hirer or any passenger in the Vehicle, provided that the Hirer's liability may be reduced to the amount of the relevant Standard Cover in respect of an incident subject to the terms and conditions of this Agreement.

c) Subject to clause 8(e), the Hirer agrees to release and indemnify GYPSY from and against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the Hirer may suffer or incur or become liable for as a result of any use

of the Vehicle in breach of this Agreement, any reckless or negligent act, error or omission of the Hirer, any Authorised Driver, invitee of the Hirer or passenger in the Vehicle or any misuse of the Vehicle by the Hirer during the Term of Hire.

d) Notwithstanding any provision in this Agreement to the contrary, the Hirer is not liable to GYPSY for any loss to the extent that it is caused by us (for example, through our negligence or breach of contract).

e) This clause 8 will survive termination of this Agreement.

9. DAMAGE LIABILITY FEE

Damage liability fee of the Vehicle will be charged out to the Hirer as determined by the following: a) If the Hirer is 25 years or greater of age then \$500 ('**Basic Liability**'); or b) If the Hirer is between 21 – 24 years of age then a \$600 ('**Age Liability**'). The Liability payable in respect of the Vehicle or any incident shall be in accordance with the determined cover for the Hirer at the time of Collection and specified in the Rental Agreement, being either Basic Liability or Age Liability.

10. STANDARD COVER

Both types of standard cover are subject to the provisions and exclusions set out below:

a) Subject to clause 11, the Hirer's liability is covered by the relevant standard cover up to a maximum of \$2,000,000.

b) The Hirer's liability for damage applies in respect of each separate accident, incident or new damage, not each rental.

c)

11. STANDARD COVER EXCLUSIONS

Standard cover does not apply in the following events or in respect of the following fees, damages, expenses and/or costs and the Hirer will be fully liable for all fees, damages, expenses and/or costs as specified and/or which are associated with the relevant event:

a) The driver of the Vehicle is under the influence of alcohol or any drug that affects their ability to drive the Vehicle.

b) The Vehicle is in an unsafe or un-roadworthy condition that arose during the Term of Hire and such condition has caused or contributed to the damage or loss, and the Hirer or driver of the Vehicle was aware or ought to have been aware of the unsafe or un-roadworthy condition of the Vehicle.

c) The Vehicle is driven by any person not identified as an Authorised Driver in the Rental Agreement.

d) The Vehicle is damaged as a result of submersion in water, including as a result of crossing creeks, rivers, flooded fords, salt water or on beaches, driving through low plain flooded areas or if there was a reasonably foreseeable risk of the Vehicle's submersion in water (for example, while parked in a below ground parking garage).

e) The Vehicle is used in any off road conditions. Off road conditions may include though are not limited to: fire trails, beaches, sand, tracks, uneven terrain, fields or paddocks.

f) The Vehicle is driven when a warning light appears or where the coolant temperature gauge enters a red zone (High).

g) The costs to replace keys which have been lost, broken or damaged, the cost of retrieval of keys which have been locked inside a Vehicle.

h) All costs as a result of breakages, loss, theft or defacement of the Vehicle's interior and accessories caused by or contributed to by the Hirer, any Authorised Driver, any person the Hirer permits or allows to drive the Vehicle, any invitee of the Hirer or any passenger in the Vehicle.

i) All costs as a result of theft or attempted theft of the Vehicle or its contents resulting in damage where reasonable precautions were not taken to protect against that theft or attempted theft.

j) GYPSY recommends the Hirer does not leave valuables in the Vehicle and GYPSY strongly recommends that the Hirer ensures they take out the highest level of travel insurance as there is no cover for loss of or damage to personal belongings.

k) All damage and costs caused by or in connection with reckless conduct or wilful misconduct of the Hirer or an

Authorised Driver or any invitee of the Hirer or passenger in the Vehicle. For example, standard cover does not apply in connection with any incidents involving sitting or standing on the bonnet, boot or roof of the Vehicle or propelling an object from the Vehicle.

l) If the Vehicle is wilfully or recklessly damaged or is lost as the result of the wilful or reckless actions of the Hirer or an Authorised Driver or any invitee of the Hirer or passenger in the Vehicle (Note: wilful or reckless damage includes but is not limited to fire, any punctures or damage to tyres or rims caused by or contributed to by the Hirer, any Authorised Driver, any person the Hirer permits or allows to drive the Vehicle, any invitee of the Hirer or any passenger in the Vehicle, burning out a clutch and any damage arising from using the Vehicle to propel any other vehicle).

m) Except where GYPSY is in breach of this Agreement, the costs relating to delivery of a replacement Vehicle required as a result of any of the exclusions listed in this clause 11.

n) Any costs associated with the incorrect use of fuel or the use of: (a) fuel (fuel being diesel or petrol); (b) the use of Bio-Diesel which should not be used; or (c) water; or (d) other contamination of fuel or water of the Vehicle.

o) The cost to retrieve or recover a Vehicle back to road level, which may include, but is not limited to a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in anyway.

p) If the Vehicle is involved in a single vehicle rollover or the roof of the Vehicle is damaged as a result of any single vehicle incident or accident, regardless of the standard cover determined as appropriate to the Hirer, the Hirer must pay GYPSY and is responsible to GYPSY for all costs and damages arising in respect of such rollover, incident or accident. The Hirer's liability under this clause is limited to an amount of \$5,000. For the purposes of these terms and conditions a single vehicle "rollover" includes any incident or accident where the Vehicle has rolled, tipped (one or more wheels have left the ground) or fallen over and this has caused damage to the Vehicle, including to the roof and/or sides of the Vehicle.

q) The Vehicle is operated in any race, speed test, rally or contest or the Vehicle is used for the purpose of reward (for example, as a taxi or Uber, for or courier vehicle) or the Vehicles is used in any driver license test.

r) The Vehicle is driven by any person who at the time when that person drives the Vehicle is disqualified from holding or has never held a driver's licence appropriate for that Vehicle or such person is not legally entitled to drive the Vehicle in Queensland or Australia.

s) The Vehicle is operated outside the Term of Hire or any agreed extension of that term.

t) If a driver of the Vehicle is convicted of any driving offence under Queensland or Australian law where the Vehicle, property or any other vehicle is damaged in circumstances which are illegal in Queensland or Australia.

u) It is agreed between GYPSY and the Hirer that section 10 of the Insurance Contracts Act 1984 shall apply with respect to the above exclusions as if this clause constitutes a contract of insurance.

v) If the Vehicle is loaded or is being loaded in excess of the manufacturer's specifications.

12. BOND

a) The Bond is payable by credit card only. Please note the relevant amount will be debited from the Hirer's credit card immediately. Subject to (b) below, the Bond is fully refundable provided the Vehicle is returned on time on the Return Date and to the Return Point, undamaged with a clean interior and the fuel tank returned at the same level as marked in the condition report. For dispute resolution in respect of Bonds please refer to clause 22 of this Agreement.

b) The Hirer authorises GYPSY to deduct from the Bond any amounts due by the Hirer to GYPSY arising as a result of this Agreement, including the amount of any damage, the charges as set out in this Agreement and as listed in clauses 3, 7, 12, 14, 15, 16, 17 and 18. GYPSY will give the Hirer notice, by contacting them at the email address specified in the Rental Agreement, of the deduction of such amounts.

c) GYPSY reserves the right to retain all

or part of the Bond for such period as GYPSY may determine (acting reasonably) after the Term of Hire to cover the cost of un-notified damage, infringements or damage to third parties or their property. Once a refund is processed by GYPSY, it may take five or more business days for the funds to become available.

d) In the event of an standard cover claim, to allow GYPSY to determine who is at fault, the Damage Liability fee may be taken by GYPSY irrespective of who is at fault and such amount must be paid to GYPSY (if not already held by GYPSY) at the time the accident report is completed and not at the expiry of the Term of Hire. The Damage Liability Fee will be refunded only if GYPSY is successful in recovering the complete cost of the damages from the third party. If GYPSY is not successful in recovering the complete cost of the damages from the third party GYPSY may retain all or part of the Damage Liability Fee being in respect of such amount of damages that GYPSY was not able to recover from the third party provided that GYPSY shall not be entitled to retain any amounts to the extent that any damages have been caused by or contributed to by a breach of this agreement or the negligent act, error or omission of GYPSY or any of its officers, employees or agents. The Hirer acknowledges that third party claims can take many months to resolve.

e) As insurance is not compulsory in Queensland or Australia there is no guarantee that these damages will be recovered, therefore where a third party causes damage, the Hirer is liable for damages as specified in their Rental Agreement and if GYPSY is not able to recover from the third party the amount of the damages the Damage Liability Fee may not be refunded to the Hirer.

f) In the event of a replacement Vehicle is dispatched due to an accident, the applicable Damage Liability Fee will be twice that of the Damage Liability Fee for the original Vehicle.

g) In the event that a replacement Vehicle is given due to an accident, the Standard Cover is not transferable to the replacement Vehicle.

h) For the purposes of this clause 12, 'damage' includes any and all damage to third party property (including

vehicle(s), damage to the Vehicle including tyres and windscreens, towing and recovery costs, theft, fire, break-in or vandalism costs and the cost of the daily rental rate for the Vehicle for the period the Vehicle is unavailable for hire by GYPSY due to repair.

i) Where the Vehicle has been returned during or outside office hours and the Vehicle has undiscovered damage to the windscreen or body

that has not been reported or is not covered by the Hirer's standard cover, the Hirer will be contacted summarising the cost of repairs and charged for such repairs.

13. GYPSY'S LIABILITY AND OBLIGATIONS

a) GYPSY shall hire the Vehicle and supply any services pursuant to this Agreement:

i) only on the terms and conditions expressly set out in this Agreement; and

ii) subject to non-excludable rights under Australian consumer law.

b) Except as set out in the paragraphs below, GYPSY accepts its liability to you for breach of contract or negligence under the principles applied by the courts and for breach of any non-excludable rights under Australian consumer law.

c) As the hire of the Vehicle and any services GYPSY may provide pursuant to this Agreement is provided to the Hirer for the primary purpose of personal, domestic or household use, GYPSY does not accept liability to the Hirer for losses that result from the use of the Vehicle or any of GYPSY's services in connection with the conduct of a business. However, we will accept that liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, GYPSY limits its liability to resupplying, repairing or replacing the Vehicle or services (or payment of the cost of resupply, repair or replacement) where it is fair and reasonable to do so.

d) GYPSY is not liable for any loss to the extent that it is caused by the Hirer (for example, through the Hirer's negligence or breach of contract and/or the occurrence of any of the events in clause 11).

e) GYPSY is not liable for any loss to the

extent that it results from the Hirer's failure to take reasonable steps to avoid or minimise the Hirer's loss.

f) GYPSY is not liable for any loss caused by GYPSY failing to comply with its obligations in relation to the hire of the Vehicle or provision of any services where such loss is caused by events outside its reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God).

g) The liability GYPSY accepts to the Hirer under this clause 13 includes liability for our agents according to the principles of vicarious liability at common law.

h) This clause 13 will survive termination of this Agreement.

14. ADDITIONAL HIRE COSTS

a) When returning Vehicles after hours please note that Vehicles must be returned to the Return Location stated in the Rental Agreement. The Vehicle also remains the responsibility of the Hirer until such time as GYPSY takes back possession of the Vehicle during standard operational hours.

b) After Hours pickups are available on request only. Fees may apply for After Hours pickups. For all After Hours pickups a Rental Agreement (including copies of all drivers' licences) must be completed and returned to GYPSY at least 48 hours prior to travel.

c) GPS - (SATELLITE NAVIGATION UNIT) / Skoot

i) The Hirer will return the GPS unit / Skoot device and is liable for misplacing or damaging the GPS unit, Skoot device, mount, charger and carry case to a maximum charge of \$700.

ii) GYPSY is not responsible for any harm, damage, loss, theft, or misadventure that occurs as a result of the use or misuse of the GPS unit / Skoot device

iii) The Hirer agrees to follow all safety and usage guidelines provided by the device and/or GYPSY.

iv) Travel furniture: including camping chairs, foldup tables, and eskis (cooler bins).

v) Bags of ice.

15. TOLL NOTICES AND INFRINGEMENT FEES

a) The Hirer is liable for all infringement notices received in respect of offences committed during the Term of Hire, including in connection with any fines or charges for traffic offences and speeding offences, any failure to comply with directions given by a traffic signal, any toll offences, any parking offences and freedom camping offences.

b) In the event that GYPSY receives notice of an infringement and/or fine, GYPSY may (in its absolute discretion) itself, or GYPSY may engage a subcontractor to, either:

(i) transfer that infringement and/or fine into the Hirer's name and charge the Hirer an administration fee for each infringement incurred of \$60 for costs associated with the process; or

(ii) Debit the Hirer's credit card for the amount of the infringement and/ or fine and charge the Hirer an administration fee for each infringement or fine processed at a rate of \$60 per infringement or fine being in respect of costs associated with the process.

c) The Hirer is hereby notified that, if GYPSY (itself or by its appointed subcontractor) proposes to debit the Hirer's credit card for an infringement and/or fine:

(i) GYPSY will send (or have sent) to the Hirer, including by email to the address set out in the Rental Agreement, a copy of the relevant infringement or fine notice and any reminder notice as soon as practicable after it is received by GYPSY;

(ii) The Hirer may have the right to challenge, query or object to the alleged offence to the authority that issues the infringement notice or a court (details of the relevant process should be provided on any infringement notice or fine);

(iii) The Hirer may have the right to seek a court hearing (within such time as specified on the notice of infringement or fine); and

(iv) The Hirer has the right to dispute the matter with the credit card issuer.

16. MECHANICAL REPAIRS, ACCIDENTS

AND EQUIPMENT FAILURE

a) If there is an accident, equipment defect or mechanical failure of the Vehicle during the Term of Hire, the Hirer must notify GYPSY as soon as practicable and in any event within 24 hours from the time the Hirer has knowledge of the defect or failure in order to give GYPSY the opportunity to rectify the problem during the Term of Hire. Please call GYPSY by telephone on 0435 903 996

b) GYPSY reserves the right not to accept liability for any claims submitted after the period specified in clause 16(a) unless the Hirer is able to give a reasonable excuse (in the absolute discretion of GYPSY) as to the failure to provide notice within such period.

c) All vehicles are registered with the Royal Automobile Club of Queensland (RACQ) for 24 hour roadside assistance. Phone RACQ on 131 905.

This service covers all Mechanical and Non-Mechanical breakdowns. All Mechanical breakdowns are covered by GYPSY relevant Roadside Assistance program and include the following:

Engine faults
Electrical faults
Vehicle recovery
Cooling system

All Non-Mechanical breakdowns are subject to the relevant call out fees being charged by the RACQ directly to the Hirer and include but are not limited to the following:

Out of fuel / incorrect fueling of the Vehicle.
Wheels and tyres.
Keys being lost, broken or locked inside the vehicle. Flat batteries.
A breakdown as a result of damage caused in an accident, including salvage.

The RACQ service operates 24 hours, however for mechanical repairs outside office hours (including weekends and public holidays), some delays may occur.

d) In the event of any accident or incident involving the Vehicle, the Hirer must:

(i) notify GYPSY of the full circumstances as soon as practicable and in any event within 24 hours from the time of the accident or incident;

(ii) notify the appropriate Queensland Emergency Services (Police, Ambulance, Fire) by calling '000' if the accident or incident involves an injury;

(iii) record full details of all parties, witnesses to, and vehicles involved in, the accident or incident;

(iv) prepare a written statement of the facts signed by all parties; and

(v) obtain a copy of any relevant Police report.

e) In the event of an accident or incident involving the Vehicle, the Hirer must not:

(i) make any admission of liability; or
(ii) arrange or undertake any repairs or salvage without GYPSY's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle and/or to other property.

f) The availability of a replacement Vehicle is not guaranteed and is subject to availability, Hirer's location, accident liability and remaining hire duration.

g) Additional Hirer charges may be incurred including as follows:

(i) if a replacement Vehicle is required as a result of an accident, the Hirer is responsible for making their own way to the relevant GYPSY branch or pickup location;

(ii) the Hirer is responsible for the cost of transporting the Hirer and any accompanying passengers away from the accident location;

(iii) Provided GYPSY has complied with clause 16(a), the Hirer must pay for any costs relating to delivery of a replacement Vehicle required as a result of any of the exclusions listed in clause 11.

h) In the event that a replacement vehicle is given due to an accident, the standard cover is not transferable to the replacement vehicle. Without limiting any other provision of this Agreement, in the event of an accident, breakdown or equipment failure, whether or not a replacement Vehicle is available or accessible to the Hirer, GYPSY will not be liable for any resulting

accommodation or living expenses that are incurred, nor personal expenses for missed activities unless such accident, breakdown or equipment failure has been caused by or contributed to by a breach of this Agreement by or the negligent act, error or omission of GYPSY.

Any mechanical or towing expenses required for the Vehicle must be authorised by GYPSY prior to the repairs or towing taking place or permitted in accordance with this clause, otherwise, GYPSY reserves the right to hold the Hirer liable for such costs. j) No replacement Vehicle will be provided without receipt of a completed damage claim form where one is required by GYPSY. An additional Damage Administration fee of \$75 will be applied for processing each damage claim. This fee applies to all damage claims regardless of whether the Hirer elects to use GYPSY Standard Reduction Cover or has made their own travel insurance arrangements.

k) If any compensation is approved by GYPSY due to an accident, breakdown or equipment failure, GYPSY by agreement may compensate the Hirer the proportionate daily rental rate for the period during which the Vehicle could not be used for its intended purpose.

17. RETURN OF THE VEHICLE

a) The Hirer shall at or before the expiry of the Term of Hire, deliver the Vehicle (including Vehicle keys) to the Return Location stated in the Rental Agreement, or, subject to these Terms and Conditions, obtain GYPSY's consent to the amendment or continuation of the hire. (Note: No refund is available to the Hirer if the Vehicle is returned earlier than the Return Date stated in the Rental Agreement).

b) In the event of any unauthorised extension to the Return Date, GYPSY reserves the right to charge the current daily rental rate for each day until the Vehicle is returned and an additional late return fee of up to \$500. In the event of any unauthorised change to the Return Location, GYPSY reserves the right to charge an additional relocation fee of up to \$500.

c) GYPSY may charge the Hirer a

cleaning fee of up to \$250 if, in the reasonable opinion of GYPSY, the Vehicle is not returned in a clean and tidy condition.

d) Except where the Hirer has pre-purchased gas or fuel, failure to return the Vehicle at the same level as marked on the condition report will result in the Hirer being charged for the refill at the current fuel price. A \$20 administration fee in addition to the cost of refilling the fuel will also be charged.

18. BREACH OF CONTRACT / TERMINATION

The Hirer agrees that GYPSY shall have the right to refuse any rental and/ or terminate the hire and take immediate possession of the Vehicle, without notification to the Hirer, if:

(i) the Hirer fails to comply with any of the material terms and conditions of this Agreement, particularly clause 6;

(ii) the Hirer has obtained the Vehicle through fraud or misrepresentation;

(iii) if the Vehicle is damaged; or

(iv) in the reasonable opinion of GYPSY and/or the Queensland Police the Authorised Driver(s) do not have sufficient skill or experience to operate the Vehicle in a safe manner or the safety of the passengers or the Vehicle is at risk.

In such event the Hirer will: (a) not be entitled to a refund of part of the rental charges; and (b) be responsible for the payment of any towing costs to return the Vehicle to the Return Location plus a fee to cover the reasonable costs of GYPSY in arranging the return of the Vehicle up to a maximum of \$100. The termination of the hire under this clause 18 shall be without prejudice to the other rights of GYPSY or the Hirer under this Agreement or otherwise at law.

19. PPSR

a) The following terms have their respective meanings in the Personal Property Securities Act 1999 ('PPSR') – financing statement, interested person, register, proceeds, security agreement and security interest.

b) The Hirer acknowledges that:

(i) by hiring the Vehicle from GYPSY, GYPSY has a security interest in the Vehicle (and any proceeds) and that this

Agreement may constitute a security agreement;

(ii) any security interest arising under this Agreement attaches to the Vehicle when the Hirer obtains possession of the Vehicle and not at any other time; and

(iii) GYPSY may perfect its security interest by registering a notice of a security interest on the PPSR.

c) GYPSY does not need to give you any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

d) You must do anything reasonably required by GYPSY to enable GYPSY to register its security interest, with the priority it requires, and to maintain the registration.

20. GENERAL PROVISIONS

a) The Hirer acknowledges that GYPSY retains title to the Vehicle at all times. The Hirer must not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let or hire or otherwise part with or attempt to part with the possession of the Vehicle.

b) Except as expressly set out in this Agreement and under the Australian consumer law, GYPSY makes no warranties or other representations with respect to the Vehicle or services provided, and any implied warranties or representations are excluded.

c)

All charges and expenses payable by the Hirer under this Agreement are due on demand by GYPSY including any collection costs and reasonable legal fees incurred by GYPSY.

d) The Hirer must not assign, transfer or novate this Agreement or any rights or obligations under this Agreement, without the prior written consent of GYPSY. The Hirer authorises GYPSY to sub-contract the provision of any of the services under this Agreement as GYPSY may require in its absolute discretion from time to time and at any time.

e) If we waive any rights available to us under this Agreement on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

f) This Agreement constitutes the entire

agreement of the parties and there are no other oral undertakings, oral representations, warranties or agreement between the parties relating to the subject matter of this Agreement that have been relied on by the Hirer and GYPSY will have no liability to the Hirer under Australian consumer law if the Hirer hires the Vehicle in trade.

g) To the extent that any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. In the event this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses as the case may be) which will continue in full force and effect.

h) In this Agreement, including and includes are not words of limitation.

i) The Agreement does not create a relationship of principal and agent, joint venture, partnership or fiduciary relationship between the parties.

j) All references to "\$" in this Agreement are to Australian Dollars and include GST.

k) This Agreement is governed by Queensland and/or Australian law.

21. PRIVACY

GYPSY will collect personal information about the Hirer as part of the rental process. GYPSY may not be able to perform this Agreement if all the information requested is not provided. Any information collected by GYPSY will be handled in accordance with the GYPSY Privacy Policy which is on our website. The hirer agrees GYPSY may collect, use and disclose the Hirer's personal information (including but not limited to the location, usage and servicing of the Vehicle, your speed, distance travelled and locations visited) through GPS tracking and diagnostics and other electronic tools in accordance with the GYPSY Privacy policy. Under the Privacy Act 1988, individuals have rights of access to, and correction of, their personal information.

22. DISPUTE RESOLUTION

a) If you have a complaint about your GYPSY experience or if you have any feedback, our staff at the branch will use

reasonable endeavours to rectify the error or resolve the issue.

b) If your concerns are not resolved to your satisfaction you may make a complaint to GYPSY at one of our branches, over the telephone, by email or by post. GYPSY will then refer the matter to our internal complaint handling process.

c) Upon receipt of a Hirer's complaint, GYPSY will acknowledge receipt of the complaint. GYPSY will try to resolve a Hirer's complaint at the time it is raised. However, if GYPSY needs to investigate a Hirer's complaint further, GYPSY will investigate the matter and will aim to resolve the complaint or inform the Hirer what it is doing to resolve the complaint within 7 days of receipt of the complaint.

d) The time GYPSY spends investigating a complaint is determined by its seriousness and complexity. GYPSY is committed to resolving all complaints within 7 days of receipt of the complaint.

e) Once GYPSY has resolved any complaint with the Hirer, GYPSY will aim to finish all steps to deliver that resolution within 7 days. GYPSY will only implement a resolution once it has been accepted by the Hirer.

f) If GYPSY is not able to resolve a complaint within the timeframes set out above, GYPSY will contact the Hirer and explain the reason for the delay and give the Hirer a new timeframe for resolution.

g) If the Hirer is not happy with how the Hirer's complaint has been resolved, the Hirer has a number of options. GYPSY may escalate the complaint and review the resolution the Hirer was offered. This may involve an escalation to the next level of management. There may be external dispute resolution options available to the Hirer and you may refer consumer law issues to the Australian Competition and Consumer Commission.

h) Complaints may be made and the progress of a complaint may be checked by contacting GYPSY by any of the following means:

(i) by email: rich@gypsytravel.com.au

(ii) by post: Gypsy Car Rentals, 344 Shute Harbour Road, Airlie Beach, 4802

(iii) by telephone: 0435 903 996

WE WANT YOU TO HAVE A SAFE JOURNEY, TAKE TIME TO REVIEW OUR DRIVING RULES IN Australia, ALWAYS REMEMBER TO KEEP LEFT!

<http://www.australia.com/en/planning/road-safety.html>

KEEP LEFT

Always drive on the left side of the road. If you drive on the right hand side in your own country, please take a moment to re-familiarise yourself with this rule before pulling out onto the road after a break – it's easy to forget where you are!

DRIVING SPEEDS

Speed limit signs show the maximum speed you can travel. However, at times you may need to drive at a slower speed due to road or weather conditions. Different speed limits apply throughout Australia – look out for the speed limit signs. On most of Australia's main roads the speed limit is 100km/h unless a sign says a lower speed applies in urban areas, the speed limit is usually 60km/h unless a sign says otherwise.

ALCOHOL

Don't drink and drive – the laws against this are strictly enforced in Australia and penalties are severe.

SAFETY BELTS

By law, everyone in the vehicle must wear a safety belt – whether they're in the front or back of the vehicle.

CELLPHONES

No cellphones while driving, it's against the law to use your cellphone while driving.

DRIVERS LICENCE

You must carry your Driver License and/or the copy of your English Translation on you at all times while driving. Please also keep a copy of your Rental Agreement in the vehicle at all times.

HERE'S SOME HANDY INFO FOR YOU OUT ON THE ROAD...

- Watch out for wildlife, drive on sealed roads only
- Please return your vehicle in a clean condition
- No refunds for early returns
- Check oil and water regularly
- Please return your vehicle to the same level as marked in the condition report
- Please pay for road tolls and fines. A \$60 admin fee applies if left unpaid
- If you have any problems or questions please call GYPSY on **0435 903 996**
- At GYPSY we welcome your feedback. Please email feedback@GYPSY.com.au

GYPSY DEALS

As a valued GYPSY fan you are entitled to a huge range of discounts and special offers with other tourism operators. For the latest deals check out <http://gypsytravel.com.au>

ACCIDENTS/INCIDENTS & BREAKDOWNS

If you are involved in an accident or incident involving the Vehicle, please contact the appropriate Australian Emergency Services (**Police, Ambulance, Fire**) by calling "000".

Please notify **GYPSY** the full circumstances as soon as possible 0435 903 996

If there is an equipment failure or any problems with the vehicle, please notify GYPSY as soon as possible on the numbers above.



GYPSY
CAR RENTALS