



# Vehicle Rental Contract – Terms & Conditions

## Introduction and Defined Terms

Thank you for choosing RVGO Rentals. We are committed to providing our customers the best possible experience. Your safety is our priority, so please carefully read this rental contract to ensure you understand the terms and conditions of rental. Should you have any questions or complaints please contact our office on 02 9986 2952.

This Rental Contract is made between Major Enterprises Australia Pty Ltd T/as RVGO Rentals (US) and the person or company (YOU) signing the Rental Agreement. The Rental Contract has some legal terms and we ask that you take a few minutes to read these Terms and Conditions before commencing your hire as we want you to fully understand your rights and obligations.

The contract you have with RVGO Rentals for the rental of the vehicle (Vehicle Rental Contract) comes into place once you have paid your deposit. We agree to hire, and You agree to rent the Vehicle as described in content on the tax invoice issued.

**We, Us, Our, RVGO RENTALS**, means Major Enterprises Australia Pty Ltd ABN 61 149 876 424 trading as RVGO Rentals.

**You, Your** means the person, whether it is an individual, a firm or company, that rents the Vehicle from RVGO RENTALS.

## 1 Who May Drive the Vehicle?

Only You or an Authorised Driver can drive the Vehicle. If you let anyone who is unauthorised drive the Vehicle it is a breach of the Vehicle Rental Contract. If there is a breach of the Vehicle Rental Contract neither You nor the Unauthorised Driver have cover for any damage or for any Third Party Loss and both You and the Unauthorised Driver are liable to pay for that Damage and for any Third Party Loss.

Because insurance is difficult to obtain for younger drivers we set a minimum age limit for those hiring and driving our Vehicles, **you or an Authorised Driver must be at least 25 years and no older than 80 years of age and hold a valid, unrestricted Australian drivers licence or International drivers licence for a minimum of 2 years to drive the vehicle.** You or any Authorised Drivers must be present at pick up.

## 2 Rental Payments

- All rental charges must be paid in full prior to or on the day of commencement of the Vehicle Contract. The date of the Vehicle Rental Contract is the date that is shown in content on the tax invoice issued. Rental payments can be made with Visa, Mastercard and American Express or Electronic Funds Transfer.
- The customer acknowledges that all transactions under this vehicle contract are in Australian Dollar (AUD).

## 3 Minimum Duration and Kilometres

- Minimum Rental duration is 5 days. Minimum rental durations do increase seasonally at RVGO Rentals discretion.
- All Rental rates are based on unlimited kilometres.

## 4 Calculation of Rental Days

- All Rentals are calculated per calendar day. The day of pick up is counted as day one of the rental, regardless of pick up time. The day of the vehicle return is counted as the final day of rental. Vehicles are to be returned by 10.00am on the final day of rental unless prior arrangements have been made. Late drop off fees will be applied to vehicles returned after 10am.

## 5 Business Hours and Pick Up and Drop Off

You can pick up and drop off the Vehicle from RVGO, 26-30 Tepko Road Terrey Hills from Monday to Friday 9.00am till 4.30pm for drop off and 9.00am till 3.30pm for pick up. Pick up on Public Holidays or outside business hours may be organised with RVGO Rentals at an extra fee. Please allow 1 hour for vehicle hand over when collecting the Vehicle.

## 6 What Comes Supplied In Our Motorhomes?

- Cutlery and cooking utensils
- Cups, plates, bowls, pots and pans
- Cleaning products (dishwashing detergent / wipes / scourer)
- Tea towel
- Camping chairs (4 in the 4 berth and 6 in the 6 berth)
- Outdoor Matt
- Toilet Chemicals
- Toilet paper
- Gas bottles 4kg x 2
- Outdoor table
- 15 amp adaptor

### Optional Extras (\* surcharge applies)

- Bedding & towels \*
- Child seats \*

## 7 Smoking

Strictly no smoking allowed in Our Vehicles or under the awning.

## 8 Prohibited Use

**You or an authorised driver must be at least 25 years and no older than 80 years of age and hold a valid, unrestricted Australian drivers licence or International drivers licence for a minimum of 2 years.**

### The vehicle must not be driven by You or any Authorised Driver:

- Is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law and you and any authorised driver must not fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
- Recklessly or dangerously;
- Whilst the vehicle is damaged or unsafe.

### You and any authorised driver **MUST NOT** use the Vehicle:

- For any form of contest or reliability trial or for driving instruction or for any motor sport or time trial or while being tested in preparation for any motor sport;
- To tow another vehicle or trailer;
- To transport any animals except assistance animals;
- For any illegal purpose;
- To move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
- To carry passengers for hire, fare or reward;
- In connection with the motor trade for experiments, tests, trials or demonstration purposes;

- In an unsafe or un-roadworthy condition;
- to carry a number of passengers more than that for which the Vehicle was constructed.

**You or any Authorised Driver must not:**

- Modify the vehicle in any way;
- Sell, rent, lease or dispose of the vehicle;
- Register or claim to be entitled to register any interest in the vehicle under the *Personal Properties Securities Act 2009*;
- Damage the vehicle deliberately or recklessly or allow anyone else to do so.

If You or any Authorised Driver;

- a) Commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party loss ; or
- b) Drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred, You and the driver:
  - I. Have no Damage Cover
  - II. Are liable for all Damage, theft or the Vehicle and Third Party Loss: and
  - III. Are liable for and **must** pay any additional costs or expensed We incur as a direct consequence.

We have the right to terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of clause 8 has occurred.

## 9 Where the vehicle can and cannot be used.

**The vehicle MUST NOT be used in any area that is prohibited by RVGO RENTALS. Prohibited areas include:**

- unsealed roads; Our motorhomes are restricted to bitumen roads only; the only exception is well maintained access roads less than 12 kms long to recognized camp grounds or tourist attractions.
- any road where the police or an authority has issued a warning or is closed
- beaches, streams, rivers, creeks, dams or floodwaters
- any road where it would be unsafe to drive the vehicle
- any area where snow has fallen or is likely to fall – above the snow line between 1<sup>st</sup> May and 31<sup>st</sup> October
- any area that is off-road

**You and any authorised driver MUST NOT, unless authorised in writing by RVGO RENTALS, drive or take the vehicle:**

- to Kangaroo Island, Fraser Island, Stradbroke Island, Magnetic Island, Bribie Island, Bruny Island or Moreton Island;
- into or out of the Northern Territory or to any points in Western Australia north of Carnarvon;
- in Queensland: beyond Chillagoe in a westerly direction; beyond Normanton in a southerly direction. Beyond Cape Tribulation or Laura in a northerly direction;
- above the snow line in Tasmania, New South Wales and Victoria (being Jindabyne in New South Wales and Bright in Victoria) from the 1<sup>st</sup> May till 31<sup>st</sup> October; or
- All Security Bonds are waived if the above restrictions are breached.

## 10 Your Obligations

**At the Start of the Rental you must:**

- Pay all Rental charges as per your invoice.

**At the End of the Rental you must:**

- Return the Vehicle with a full tank of fuel;
- Return the Vehicle with the grey water tank empty;

- Return the vehicle with the toilet cassette emptied;
- Return both supplied gas bottles (do not Swap and Go these bottles, they are owned by RVGO, if they need filling whilst you are away they must be re-filled NOT swapped)
- Return the vehicle in the same condition it was in at the start of the rental, fair wear and tear excepted;
- Pay RVGO Rentals the balance of any Rental charges;
- Pay the Liability Excess if there is Damage or Third Party Loss or the Vehicle has been stolen plus administration fees;
- Pay for any tolls, fines or infringements incurred by you during the Rental period. We will charge you an administrative fee for all such payments as well as charging you for the toll, fine or infringement.

**You and any authorised driver must take reasonable care of the vehicle by:**

- Make sure the Vehicle is locked when not in use or unattended and the keys or remote devices must always be kept in Your possession and are never left in the ignition when the vehicle is unattended;
- Prevent the Vehicle from being damaged;
- Making sure it is protected by the weather;
- Maintaining the engine fluids and brake oils and coolant level and tyre pressures;
- Using the correct fuel type;
- Making sure it is not overloaded.

**You or any Authorised Driver must contact RVGO Rentals and not use the Vehicle unless we have authorised you to do so. If you fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss. You or the Authorised Driver must not let anyone else repair or work on the Vehicle without our prior written authority to do so.**

- If a warning light is displayed on the dashboard;
- You become aware of low engine or brake oils, engine coolant levels or tyre pressures;
- Or if the Vehicle develops any fault during the rental period.

## 11 Our Obligations

We will provide you with a Vehicle that is mechanically sound, regularly maintained and in good working order taking into account the age of the Vehicle.

If the Vehicle breaks down because of a mechanical defect We will provide all practical assistance, including the provision of a replacement Vehicle where one is available provided that there has not been a breach of the Vehicle Rental Contract.

We are not responsible for any consequential loss You may suffer if the Vehicle breaks down. We strongly recommend Travel Insurance to all clients.

## 12 Cleaning Fees

- Vehicles must be returned in a reasonable state of cleanliness, completely free of mud and rubbish. A cleaning fee will be charged if the Vehicle is not returned in the same condition it was hired (fair wear and tear excepted).
- Cleaning fees will be charged if the toilet cassette or grey water tank needs emptying.
- Smoking is strictly prohibited in the Vehicle and additional cleaning and deodorising costs will be charged if You breach this condition.
- Charging of cleaning fees will be at RVGO Rentals discretion.

## 13 Pets and Animals

- Pets are not permitted in the Vehicle, with the exception of assistance animals. You MUST notify Us before collection of the Vehicle if You have an assistance animal.

## 14 Rental Extension

- Extension of the rental after the Rental Period has commenced is only permitted if We have authorised that extension. We cannot guarantee that it will be granted, but we will try our best to accommodate your requirements subject to Vehicle availability.

## 15 Change of Vehicle

- We reserve the right to substitute a comparable or superior Vehicle in extreme circumstances. This does not constitute a breach of contract and does not entitle You to any refund.
- If within 14 days of vehicle collection or during Your Rental you decide to take a lesser Vehicle than You booked there is no entitlement to any refund

## 16 Amendment and Cancellation Charges

- Amendments and Cancellations must be notified by email to [rentals@rvgo.com.au](mailto:rentals@rvgo.com.au)
- Amendments made after a booking deposit has been paid will incur a \$50 amendment fee.
- Booking amendments may result in the rate booked being re-calculated at the rate applicable on the date of amendment.
- If booking travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply.
- The following cancellation fees will apply for all cancellations after confirmation of booking or payment of deposit:
  - a) A \$70.00 minimum cancellation administration fee will apply to all cancellations;
  - b) Cancellation within 30 days prior to pick-up: \$250;
  - c) Cancellation within 7 days prior to pick-up: \$500.00 or 50% of the rental cost (whichever is greater); and
  - d) If cancelled on day of pick-up or a No Show: 100% of the full rental charge will apply.

## 17 Returns

- You must return the Vehicle to Us as per the time and date on Your Tax Invoice unless You have otherwise informed Us of a change prior to the return date and We have agreed to the change in writing.
- If you return the Vehicle more than one hour after the time set for its return in the tax invoice We will charge You one full day's extra rental and a further full day's rental for each 24 hour period thereafter until the Vehicle is returned to Us.
- If You Return the Vehicle at any time other than during our normal business hours You will be responsible for the daily Rental charges and all Damage until We open for business.
- If You fail to return the Vehicle, We may terminate the Rental Contract and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police and You MUST compensate Us either the full cost of the Vehicle, or all additional costs and losses incurred up to the time that the Vehicle is recovered by Us.
- There are no refunds for Vehicles returned earlier than the agreed term on the Rental Agreement.

## 18 Seat Belts / Child Restraints

You must comply with all mandatory seat belt laws and You acknowledge that any driver or passenger who does not have a seat belt properly adjusted and fastened may be fined by the police. RVGO Rentals provides child restraints that meet regulatory requirements, however RVGO Rentals are **not** authorised to fit a child restraint and any claim leading to personal injury is not covered by RVGO Rentals.

## 19 Vehicle Damage – Liability Reduction Options

We do not hold a deposit for the duration of Your rental. By signing the Rental Agreement, you agree that You have available funds on your supplied credit card to deduct the Excess payable that you have nominated in the event of vehicle damage. The liability reduction options can cover **one** Accident.

There are 3 liability packages to choose from. These liability reduction options are an additional cost to all quoted rental rates.

### I. **BRONZE** Package **\$6000**

- II. **SILVER Package \$2500**
- III. **GOLD Package \$NIL**

**I. BRONZE package**

- a) Bronze package is included in the daily rental rate
- b) Subject to these terms and conditions, your maximum liability in the event of an Accident or Theft is \$6000
- c) Cover for windscreen, awning or tyre damage is excluded under this option
- a) The damage cover exclusions in clause 19 apply

**II. SILVER package**

- a) Cost \$30 per day (Minimum premium payable five (5) days rental \$150 / Maximum premium payable per rental \$1500)
- b) Cover for windscreen or tyre damage is excluded under this option
- c) The damage cover exclusions in clause 19 apply

**III. GOLD package**

- a) Cost \$60 per day (minimum premium payable five (5) days rental \$300 / Maximum premium payable per rental \$2400)
- b) Cover for windscreen or tyre damage is included under this option
- c) Subject to these terms and conditions the GOLD package reduces liability in the event of an Accident or Theft to NIL and includes 1 x windscreen, 2 chips, 2 tyre replacements and 1 awning
- d) The damage cover exclusions in clause 19 apply

If the Vehicle is involved in an Accident and the Vehicle cannot be driven or if it is stolen and We decide to provide You with a replacement Vehicle, You will be required to pay an additional Excess in the event of another claim.

Subject to these Terms and Conditions, if You or any Authorised Driver has an Accident or if the Vehicle is stolen We will indemnify You for the theft, any damage or Third Party Loss but for each accident of theft You must pay up to the Damage Excess according to the Liability Reduction Option You have chosen and which is shown on the Rental Agreement, unless we agree that;

- a) You were not at fault;
- b) The other party was insured, and their insurance company accepts liability.

**The damage excess will be deducted from your credit card supplied as per the Rental Agreement**

- a) For single Vehicle Accidents, after an estimate or tax invoice verifying the amount charged for Damage has been sent to You;
- b) If the Vehicle has been stolen, after We have made reasonable enquiries and, in Our opinion, it is unlikely the Vehicle will be recovered, and;
- c) For accidents in which there is also Third-Party Loss has been made.
  - I. A reasonable estimate of the Third Party Loss has been made;
  - II. A repairer's estimate or tax invoice verifying the amount charged for Damage has been obtained, and;
  - III. All documents verifying the Third Party Loss and Damage have been sent to You, unless You have expressly authorised the charge at an earlier time.

## 20 Damage Cover Exclusions

There is No Damage Cover, and You and any Authorised Driver are liable for;

- a) Damage or Third Party Loss arising from;
  - I. A major Breach of the Rental Contract or;
  - II. The use of the Vehicle by any driver who is not an Authorised Driver or who is less than 25 or older than 80 years of age;
- b) Damage caused by immersion of the Vehicle in water;

- c) Broken, cracked or chipped windscreens (except for the GOLD package Option and subject to the limit in clause 18 (III C) (See Clause 21 for costs associated to windscreen damage.);
- d) Damage to the tyres (except for the GOLD package Option and subject to the limit subject to the limit in clause 18 (III C) (See Clause 21 for costs associated to tyre damage.)
- e) Damage to the awning (except for the GOLD package Option and subject to the limit subject to the limit in clause 18 (III C) (See Clause 21 for costs associated to tyre damage.)
- f) Damage to the Vehicles interior (except for general wear and tear);
- g) Damage caused and any recovery costs if the Vehicle becomes bogged or stranded caused by driver error;
- There is also no Damage Cover for:
  - a) The full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote control devices or;
  - b) Use of Incorrect Fuel Type
  - c) Personal items that are left in or stolen from the Vehicle or for any Loss or Damage to property belonging to or in the custody of You, any relative, friend, associate, Authorised Driver or employee.

## 21 Breakdowns

We will provide You with a Vehicle that is of acceptable quality and in good working condition, but breakdowns do occur. Our aim is to get you back on the road as soon as possible to enjoy your holiday. RVGO Rentals provides roadside assistance support for breakdowns such as tyre changing, keys locked in vehicle and flat engine battery. Call **NRMA roadside assistance on 1300 369 349 option #1** and quote the vehicle registration number. Please contact our office on 02 9986 2952 if you require further assistance.

If the Vehicle breaks down because of a mechanical defect you must contact RVGO Rentals (02 9986 2952) and provided that there has not been a breach of the Vehicle Rental Contract, We will provide all practical assistance, including the provision of a replacement Vehicle at our sole discretion where one is available. You are responsible for making Your own way the nearest pick up location at Your own cost.

You **MUST** not arrange or undertake any works without Our authority except to the extents that the repairs are necessary to prevent further damage to the Vehicle or other property. Note: defective parts or damaged tyres **MUST** be returned to Our office for inspection.

Any repair up to \$100 including GST needs no authorisation from RVGO Rentals and all that is necessary for full reimbursement to You from RVGO Rentals is a proper receipt for the amount of the repairs. For repairs costing over \$100, RVGO Rentals will need to be informed and confirm the repair in advance.

Our liability for any delays incurred in the course of damage or defect to the vehicle will be limited to the refund of hire charges for any days lost. We will not accept responsibility for any out of pocket expenses in the case of a breakdown or time lost for repairs. We strongly recommend travel insurance to all customers.

Should the motorhome holiday be disrupted by a mechanical breakdown as defined below (which does not extend to accident or damages caused by the renter), for more than 12 working hours after reporting to RVGO Rentals, the renter will be reimbursed up to a maximum of the gross daily Rental Rate for each day affected until the problem is rectified or until other Vehicle arrangements have been made. Failure of mechanical and accessories which includes living cabin air conditioner, water pump, shower/toilet, refrigerator, stove/grill must be assessed by an authorised repairer.

Reimbursement is only possible when RVGO Rentals has been contacted to rectify the problem and the renter cooperates to do so. Failure to notify RVGO Rentals acknowledges that the issues is of such a minor nature that the hirer makes no claim for loss of time in respect of their rental. Defects and repairs of Wi-Fi, travel devices, radio, TV, CD or DVD player, awning, cruise control, etc. are not considered mechanical breakdowns and are excluded from Holiday Disruption Coverage. We will not accept responsibility for any out of pocket expenses in the case of a breakdown or time lost for repairs. **We strongly recommend Travel Insurance to all clients.**

The following conditions results in the compromised performance of accessories and as such RVGO Rentals will NOT be held liable for financial compensation: - air conditioners in temperatures over 36 degrees Celsius, electric and gas heaters in temperatures under 4 degrees Celsius - freezing of water pumps in temperatures below 2 degrees Celsius.

Subject to the Australian Consumer Law, we are not responsible for:

- Flights you have missed;
- Holiday plans that are disrupted;
- Loss of enjoyment or;
- Consequential or economic loss.

## 22 Windscreen / Tyres / Awning

Authorisation must be obtained from RVGO Rentals before windscreen, tyres or Awning can be replaced.

You must maintain the correct tyre pressure as per the vehicle manufacturers specifications.

You are responsible for the cost of replacing damaged tyres (blowouts, punctures, sidewall damage etc) with like tyres unless caused by normal wear and tear or the actions of a third party. (except for the GOLD package Option and subject to the limit subject to the limit in clause 18 (III C).

You are responsible for replacing the cost of damaged windscreens (except for the GOLD package Option and subject to the limit subject to the limit in clause 18 (III C).

Windscreen replacement at RVGO is \$800. In the event of windscreen damage (minor chips) \$150 for the first chip repair, \$75 for any additional chips.

You are responsible for the cost of replacing a damaged awning. (except for the GOLD package Option and subject to the limit subject to the limit in clause 18 (III C). Awning must be retracted in windy conditions.

## 23 Accidents / Theft

**If the vehicle is stolen or if You or an Authorised Driver has an Accident where:**

- Any person is injured;
- The other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses;
- The other party appears to be under the influence of drugs or alcohol.

**You must report the Accident or Theft to RVGO Rentals within 24 hours** of it occurring and complete the Accident/Incident report form that you received on hand over of vehicle. You or the Authorised Driver must also report the Theft or Accident to the Police.

**If you or an Authorised Driver have an Accident You and the Authorised Driver must:**

- Exchange names, addresses and drivers licence with the other driver;
- Obtain the names and addresses of all witnesses;
- Not make any admission of fault or promised to pay the other party's claim or release the other party from any liability;
- Forward the completed Accident / Incident Report form to RVGO Rentals within 7 days;
- Forward all third-party correspondence or court documents to RVGO Rentals within 7 days of receipt;
- Co-operate with Us in the prosecution of any legal proceedings that We may institute of defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyers office or/and any court hearing.

You **MUST** pay for any costs relating to delivery of a replacement Vehicle as a result of any vehicle accident. This charge applies irrespective of any **Liability Reduction Option** taken.

## 24 Traffic, Parking, Tolls, Infringements and Penalties

- Your credit card will be charged within 2 weeks of Vehicle return for any tolls incurred during your rental period plus a \$11 (inc GST) administration fee.
- All penalties, fines and infringements related to traffic, toll and/or parking offenses are Your responsibility.



- We reserve the right to charge Your credit card for any traffic/toll and/or parking offence infringement fees incurred including administrative fees whilst the Vehicle is rented by You.
- We undertake, in the event that We receive notice of parking, toll, and traffic offences incurred by You to make all the reasonable attempts to contact You in relation to the notices and to provide the necessary information to the relevant issuing authority for such notices to be directed to You.
- You undertake to advise Us upon return of the Vehicle if You are aware of any pending fines/toll usage or parking infringements.
- A \$75 administration cost for processing each penalty, fine and infringement fine applies (excluding tolls).

## 25 Fees & Charges

### At the end of the Rental in addition to your obligations You must pay:

- The cleaning costs and any other costs we incur in reinstating the vehicle to the same condition it was in at the start of the Rental, fair wear and tear excepted. (Cleaning fees will be charged at RVGO rentals discretion;
- Any refuelling charges because the vehicle has been returned without a full tank of fuel;
- A cleaning cost of \$200 if the toilet cassette has not been emptied;
- A cleaning cost of \$150 if the grey water has not been emptied;
- Insurance Liability in the event of damage/accident/incident caused to the Vehicle as per the Liability you nominated at the beginning of Your Rental;
- Pay RVGO Rentals the balance of any rental charges;
- Any penalties, fines or infringements incurred by you during the rental period we will charge you an \$75 administrative fee for all such payments as well as charging you for the penalty, fine or infringement;
- Any tolls incurred during your rental period will be charged to your nominated credit card within 2 weeks after the return of the Vehicle plus a \$11 (inc GST) administration fee. The tax invoice will be emailed to your email address.

## 26 Privacy and General

The owner, RVGO Rentals reserves the right to refuse any rental at its discretion.

The Vehicle Rental Contract is governed by the laws of the State of New South Wales and you agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between you and RVGO Rentals.

The Competition and Consumer Act 2010 provides you with rights that are not affected by the Vehicle Rental Contract and any provision in this contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.

Your privacy is important to RVGO Rentals and we take all reasonable steps to ensure that your personal information is securely held and protected from misuse of unauthorised access.

Your personal information may be disclosed to a debt collection agency in the event You default the payment of any moneys owing to Us, or other party involved in an Accident with the Vehicle whilst on hire to You, or any organisations responsible for the processing or handling of traffic related infringements and you hereby authorise the disclosure of Your personal information for such purposes.

We welcome every opportunity to resolve any concerns you may have with our service. In the first instance contact RVGO RENTALS on 02 9986 2952 to discuss your concern. If you are not satisfied with the response received and your concern is still not resolved to your satisfaction, please write to;

**RVGO Rentals**  
**Unit F, 26-30 Tepko Road**  
**Terrey Hills, NSW , 2084**

Your concern will be investigated by a Director with full authority to deal with the complaint and we will inform you of the outcome within fifteen working days of receiving your letter.

## 27 Definitions

**We, Us, Our, RVGO RENTALS**, means Major Enterprises Australia Pty Ltd ABN 61 149 876 424 trading as RVGO Rentals.

**You, Your** means the person, whether it is an individual, a firm or company, that rents the Vehicle from RVGO RENTALS.

**Accident** means an unintended and unforeseen incident.

**Authorised Driver** means any driver that is approved by RVGO Rentals who is recorded on the Hire Agreement at the start of the Rental.

**Damage** means any loss or damage to the Vehicle including its parts, components and accessories, that is not fair wear and tear; towing/salvage costs/assessing fees/loss of use. Damage to the Vehicle that makes it unroadworthy is **not** fair wear and tear.

**Damage Excess** means the amount, including GST, up to which You must pay Us in the event of an Accident that causes Damage or Third Party Loss or the Vehicle has been stolen.

**Holiday Disruption Coverage** means if the motorhome holiday is disrupted by a mechanical breakdown.

**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 clauses within these Terms and Conditions that causes Damage, Theft of the Vehicle or Third Party Loss.

**Prohibited Use** means that restrictions are in place in terms of drivers and travel limitations which are stated in Clause 8. Non-compliance with these restrictions is a Substantial Breach of the terms and are excluded from any level of Liability Reduction Option that may have been purchased.

**Rental Period** means the period commencing at the time shown in the Rental Agreement and concluding when the Vehicle is returned to Us.

**Travel Restrictions** means restricted areas where vehicles are not permitted to go as per Clause 8

**Unsealed Road** means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

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

## 28 Disclaimer

Rental rates, insurance rates and terms and conditions are subject to change without notice. Vehicle images and illustrations may be different to the vehicle offered due to modifications and/or upgrades.