



**PROJECT  
WALKABOUT**

## **1. HIRE CONTRACT BETWEEN YOU AND PROJECT WALKABOUT**

1.1. Project Walkabout Pty Ltd ABN 43671400427 ('Project Walkabout') agrees to hire to you the Vehicle for the Hire Period at the Rent and other charges on these terms and conditions. Together with the following documents, these terms and conditions comprise a contract between you and Project Walkabout (the 'Hire Contract'), documented in its entirety:

1.1.1. the Hire Schedule/s whether or not signed by you;

1.1.2. the Procedures in Case of Car Accident; and

1.1.3. extra terms specific to the type of Vehicle listed in the Hire Schedule.

1.2. No change can be made to this Hire Contract except with the written agreement of Project Walkabout.

1.3. There are no warranties or undertakings by Project Walkabout to you other than what is expressly stated in these terms and conditions.

## **2. DEFINITIONS AND INTERPRETATION**

2.1. In this Hire Contract the Rules of Interpretation apply and capitalised words have the meaning given in the Dictionary in clause 33 unless the context otherwise requires.

## **3. GOODS AVAILABILITY**

3.1. Goods can be requested only by rental category and not by make or model; however, Project Walkabout will endeavour to supply goods in the category selected by you on the Hire Schedule (the 'Booked Items').

3.2. If Booked Items are unavailable as at the start or proposed start of the Hire Period, Project Walkabout reserves the right to substitute the Booked Items with alternative Vehicle as close a substitute for the Booked Items as soon as possible and Project Walkabout will refund you the difference, if any, between the Hire Charges for the Booked Items and the Vehicle.

## **4. PROJECT WALKABOUT' OBLIGATIONS**

4.1. Project Walkabout will allow you to take and use the Vehicle for the Hire Period, subject to clause 31 below (termination).

4.2. Project Walkabout will provide the Vehicle to you in a clean condition and good working order.

## **5. YOUR GENERAL OBLIGATIONS**

5.1. You acknowledge and agree that:

5.1.1. you are responsible for the Vehicle for the Hire Period;

5.1.2. you alone are responsible for selecting the Vehicle and satisfying yourself as to its suitability, condition and fitness for the particular purpose for which you require the Vehicle;

5.1.3. you do not rely on any representation, warranty or undertaking of Project Walkabout or its Associates as to the Vehicle's suitability or fitness for purpose or for your particular purposes;

5.1.4. you hold all licences and permits necessary to operate the Vehicle and that you have the Qualifications to Hire the Vehicle;

5.1.5. you must store the Vehicle safely and securely and protected from theft, seizure, loss or damage;

5.1.6. you must not allow anyone who is not a Nominated Driver to operate or drive the Vehicle;

5.1.7. you will ensure that any other operator of the Vehicle holds all licences and permits necessary to operate the Vehicle and has the Qualifications to Hire the Vehicle;

5.1.8. the Vehicle remains the property of Project Walkabout notwithstanding the delivery of the Vehicle to you or your possession and use of the Vehicle; and

5.1.9. your rights are as a mere bailee of the Vehicle with a right only to use them in accordance with and under this Hire Contract.

5.2. You undertake that that during the Hire Period:

5.2.1. you will operate the Vehicle, and exercise best endeavours to ensure that the Vehicle is operated, in a prudent and cautious manner;

5.2.2. you will use the Vehicle, and exercise best endeavours to ensure that the Vehicle is used, for the purpose for which it was designed and in compliance with all instructions and recommendations issued by its supplier or manufacturer;

5.2.3. you will at all times keep and maintain the Vehicle in proper working order and condition and in good and substantial repair, fair wear and tear excluded;

5.2.4. you must not in any way alter, modify, tamper with, damage or repair the Vehicle without Project Walkabouts' prior written consent;

5.2.5. you will protect Project Walkabout's interest in the Vehicle, including making clear to others that Project Walkabout's is the owner of the Vehicle;

5.2.6. you must not place, or allowed to be placed, on the Vehicle any plates or marks that are inconsistent with Project Walkabout' ownership thereof;

5.2.7. you must not deface, remove, vary or erase any identifying marks, plates, number, notices or safety information, on the Vehicle;

5.2.8. you must not without Project Walkabout Rental's prior written consent agree, or attempt, or purport to agree to sell, assign, sublet, lend, pledge, mortgage, let on hire, grant a Security Interest in or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle or any part of the Vehicle;

5.2.9. you will not operate the Vehicle, and will not permit the Vehicle to be used or operated by a person, under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;

5.2.10. you will not use the Vehicle, and will not permit the Vehicle to be used, in any race, rally or contest;

5.2.11. you will not use the Vehicle, and will not permit the Vehicle to be used, to carry illegal, prohibited or dangerous substances including (without limitation) volatile liquids, gases, explosives or other corrosive or inflammable material;

5.2.12. you must comply in all respects with all applicable laws, regulations, requirements and rules reasonably necessary for the safe and lawful operation of the Vehicle;

5.2.13. you must not use the Vehicle to carry more persons than is permitted by any relevant authority or detailed in the manual for or on the Vehicle or as otherwise specified in this Hire Contract;

5.2.14. you will not use the Vehicle, and will not permit the Vehicle to be used, for the purpose of carrying passengers or property for hire or reward or transporting and haulage of goods other than what might be reasonably expected of a leisure rental;

5.2.15. you must use best endeavours to ensure that the Vehicle does not become contaminated with any hazardous substances during the Hire Period;

5.2.16. you will not allow the Vehicle to be damaged by submersion in water, contact with salt water, creek or river crossing, driving and/or used through flooded areas, beach driving, incompetent or incorrect use.

5.2.17. you will not allow a winch or recovery gear to be used or operated by anyone other than a trained professional or by someone deemed competent in the use of such recovery gear or winch by a registered training organisation.

5.2.18. you will not drive the vehicle above 60km and hour on any dirt, gravel or unsealed road.

## **6. YOUR SPECIFIC OBLIGATIONS RELATED TO VEHICLES**

6.1. You agree that during the Hire Period:

6.1.1. you will not allow the Vehicle to be left with the ignition key in whilst it is unoccupied;

6.1.2. you will not allow any animals to be carried in the Vehicle, excluding registered guide dogs.

6.2. During the Hire Period:

6.2.1. passengers cannot travel in a Trailer, off-road caravan or trailer while being towed;

6.2.2. subject to the following subclause, driving a Car or Trailer off-road is prohibited except in the event this is reasonable use of access roads limited to a maximum of 12 km in length to recognised commercial campgrounds;

6.2.3. Vehicles must not travel to the Defined Outback Areas except with the prior permission of Project Walkabout;

6.2.4. Vehicles are not permitted at any time in or on the Prohibited Areas or outside Australia;

6.2.5. A 4WD Vehicle is not permitted to travel to Fraser Island;

- 6.2.6. a Vessel may only be used in a body of water that is classed by any relevant authority as 'Smooth Waters';
- 6.2.7. without limiting the preceding subclause, a Vessel must not be used in any bodies of water that are deemed to be dangerous by the relevant authority including (without limitation) swollen creeks and flooded rivers or dams.
- 6.3. For safety purposes, Project Walkabout reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions
- 6.4. Project Walkabout reserves the right to restrict the intended distances and destinations in relation to the length of the Hire Period. We do offer unlimited kilometres, this is however still subject to minimum hire periods and intended areas of use. Travelling outside of the agreed Area of Use will be deemed a breach of this rental agreement. You agree to indemnify Project Walkabout against any and all loss suffered while travelling outside the agreed area of use.
- 6.5. It is up to you to monitor weather and road conditions once the Hire Period has started and to obey any instructions or warnings to do with road closures from local, state or federal authorities and governing bodies.
- 6.6. In this clause the phrase 'off-road' means driving conditions including but not limited to fire trails, beaches, sand, tracks, fields or paddocks.

## **7. AGE & DRIVERS LICENCE REQUIREMENTS**

- 7.1. Drivers of the following Project Walkabout Vehicles must be 21 years of age or over and hold the qualifications: "KUTJU", "KUTJARRA", "MARNKURR", "KUTJARRA\_KUTJARRA", "MARA" model vehicles. You represent and promise to Project Walkabout that you are 21 years of age or over and hold the Qualifications.
- 7.2. Without limiting any of your other obligations under this Hire Contract, you must not allow any drivers under the required age specific to the Project Walkabout vehicle to drive.

## **8. TOWING WITH PRIVATE VEHICLE**

- 8.1. You must ensure:
- 8.1.1. that the private vehicle used to tow and/or carry a Trailer or Vessel will be the same vehicle used to collect same from Project Walkabout' depot or nominated point of collection and will be the same vehicle towing and/or carrying the Trailer or Vessel for the duration of the Hire Period;
- 8.1.2. that the private vehicle is comprehensively insured and registered during the Hire Period of a Trailer or Vessel and that you supply to Project Walkabout proof of both requirements at time of collection of these items.
- 8.2. You must also ensure that the towing vehicle (and its tare and tow ball) is capable of towing the weight of the Trailer and/or Vessel.
- 8.3. Your failure to adhere to the requirements in this clause will entitle Project Walkabout to refuse to rent a Trailer or a Vessel to you in which event full cancellation fees apply.
- 8.4. Any damage, however sustained, to a private vehicle and third party property are your own responsibility and you release Project Walkabout from any claim in relation to the same.
- 8.5. The minimum towing capacity or tare weight is as follows:
- 8.5.1. Camper trailer or off-road trailer or caravan: minimum towing capacity or tare weight 1400kgs, minimum tow ball capacity 150kg.
- 8.5.2. Off road caravan: minimum towing capacity or tare weight 2300kgs, minimum tow ball capacity 200kg.
- 8.5.3. Vessel: as advised by Project Walkabout prior to booking
- Note: The minimum towing capacity or tare weight for vessels varies according to the vessel. Please contact Project Walkabout's before booking to discuss your vehicle towing suitability.

## **9. THE HIRE PERIOD**

- 9.1. The Hire Period commences on the day which is the earlier of:
- 9.1.1. when you take possession of the Vehicle; or
- 9.1.2. when we deliver the Vehicle to the address you provide us in the Hire Schedule, if you have requested the Delivery/Collection Service for the Vehicle.
- 9.2. The Hire Period ends on the day when the Vehicle is returned to Project Walkabout in its entirety and otherwise continues for an indefinite term.

## **10. HIRE CHARGES**

10.1. You agree to pay the Rent for the Vehicle in respect of the time period which is the later of: (A) the full Hire Period and (B) the Minimum Hire Period regardless of how long Vehicle is in your custody or possession.

10.2. The Hire Period is computed on a calendar day basis such that the Daily Rate is payable from the scheduled date of pickup or drop-off until the date of return inclusive, regardless of pickup or drop-off time.

10.3. Subject to availability, you can extend the Hire Period to a later date, by first obtaining authorisation from Project Walkabout. The extra cost of an extended hire of the Vehicle must be paid by credit or debit card on confirmation of the rental extension.

10.4. You also agree to pay to Project Walkabout other fees and charges specified under this Hire Contract relating to your hire of the Vehicle.

10.5. If you fail to obtain authorisation for a rental extension, Project Walkabout may charge a late fee of \$150 per day in addition to the Daily Rate.

## **11. OTHER CHARGES**

11.1. In addition to the Rent, you hereby agree to pay:

11.1.1. for any consumables or fuel or lubricant required to operate the Vehicle;

11.1.2. the fees for the Delivery/Collection Service outside the Free of Charge Area, as applicable as at the date of this Hire Contract;

11.1.3. any unpaid permits or unpaid entry fees arising from your use of the Vehicle and any fines, levies, penalties and any other government charges arising out of your use of the Vehicle (each a "Penalty");

11.1.4. an administrative fee of \$60 per Penalty for associated administration costs of Project Walkabout.

## **12. DISCOUNTS AVAILABLE**

12.1. You will qualify for the Multiple Rental Discount if you have more than one booking of Vehicle within a three month period.

## **13. CANCELLATIONS**

13.1. If you cancel your hire of a Vehicle, cancellation fees apply as follows:

13.1.1. If cancelled 45 days or more prior to scheduled pick-up date: No charge;

13.1.2. If cancelled from 45 to 30 days prior to scheduled pick-up date: 55% of hire charges;

13.1.3. If cancelled from 29 to 21 days prior to scheduled pick-up date: 70% of hire charges;

13.1.4. If cancelled from 21 to 1 days prior to scheduled pick-up date: 80% of hire charges;

13.1.5. If cancelled on day of scheduled pick up date or no-show: 100% of hire charges;

13.1.6. If a Vehicle is returned early for any reason whatsoever: No refund available.

13.2. Part cancellations are at the discretion of Project Walkabout. Amendment or cancellation fees may apply, for example, when hiring a 4WD Vehicle and a Trailer and you wish to cancel the Trailer.

13.3. Inclement weather is not regarded as sufficient reason for cancellation. However, Project Walkabout will cancel the Rental of a Vessel only if the Bureau of Meteorology forecast a Gale Warning or stronger winds for intended Waters during the Hire Period or conditions are deemed by Project Walkabout as unsuitable to undertake the rental of a Vessel. In this event, paid charter funds will be refunded.

## **14. VEHICLE SECURITY DEPOSIT**

14.1. On or before pickup of the Vehicle you must pay a Security Deposit debited from your credit or debit card immediately. The Security Deposit forms part of your rental cost and is fully refundable to you provided you return the Vehicle/s undamaged and it you have complied fully with this hire contract, specifically, with clauses 20.1 and 20.3 under the heading entitled 'Your return obligations' and provided the additional charges under clauses 16, 20.2, 20.4 and 20.5 are inapplicable.

14.2. Project Walkabout is entitled to claim against you for loss, theft or damage to a Vehicle and such rights of Project Walkabouts' will arise (without limitation) if it:

14.2.1. has arisen as a result of your breach of a provision of this Hire Contract;

14.2.2. has been caused or contributed to by your negligent act or omission;

14.2.3. has arisen as a result of your use of a Vehicle in violation of any laws;

14.2.4. has arisen as a result of a single vehicle roll over. A single vehicle rollover may include, but is not limited to, a vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the vehicle.

14.2.5. has been caused by a collision with an immovable object due to insufficient clearance;

14.2.6. has arisen as a result of your wilful misconduct;

14.2.7. has arisen due to the use of snow chains on a Vehicle or private vehicle;

14.2.8. has arisen due to any Vehicle or private vehicle which has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;

14.2.9. has arisen due to the total load (kg) has exceeded recommended load as stated in Vehicle or private vehicle manual;

14.2.10. has arisen due to the towing speed for a Trailer, off-road caravan or camper trailer is exceeded;

14.2.11. has arisen due to using the incorrect fuel in a Vehicle;

14.2.12. has been caused by your failure to use a Vehicle for its intended purpose or in accordance with the manufacturer's instructions or any instruction issued by Project Walkabout regarding its use;

14.2.13. has been caused by the overloading of the Vehicle or any component thereof;

14.2.14. is to tyres or tubes;

14.2.15. is to glass;

14.2.16. is loss or damage to personal belongings;

14.2.17. has arisen as a result of your careless or wilful misconduct;

14.2.18. is a cost or expense arising from retrieving or recovering any Vehicle, which has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;

14.2.19. is a cost of replacing keys, which have become lost, stolen, or retrieval of keys, which have been locked in the Vehicle or the loss to the keys of any other locks relating to the security of Project Walkabout' goods;

14.2.20. is Overhead Damage and Underbody Damage to a 4WD Vehicle, including but not limited to any roof mounted accessories or items rented from Project Walkabout;

14.2.21. is Overhead Damage and/or Underbody Damage to a Trailer;

14.2.22. is a towing and/or vehicle recovery cost from a Defined Outback Area where permission is required in advance from Project Walkabout (see list of Defined Outback Area's in section 33 of this agreement) unless you have taken out the "Outback Package" (see section 15.5);

14.2.23. is a towing and/or vehicle recovery cost up to \$7,500 from all other areas where the hire vehicle is allowed to be used unless you have taken out the "Outback Package" (see section 15.5);

14.2.24. occurs whilst any Vehicle was being operated or driven by a driver not being a Nominated Driver and/or a driver that has a license that has been cancelled or suspended and/or a driver who has a license that is classified as a learners or probationary license;

14.2.25. occurs whilst you do not have comprehensive motor vehicle insurance on the private vehicle being used at that time and/or that private vehicle is not registered during the Hire Period;

14.2.26. is damage howsoever caused to the awning affixed to a Trailer;

14.2.27. any article or object is tied or carried on the roof section of a Trailer, off-road caravan or camper trailer;

14.2.28. is Hull Damage to a Vessel caused by, but not limited to, running aground, striking a submerged object, leaving the Vessel moored, anchored or adrift unmanned.

14.2.29. If you have contributed to the breakdown, loss or damage to the Vehicle, the portion of the Rent applicable to the remainder of the Hire Period will be deemed to form part of the Security Deposit.

14.3. You authorise Project Walkabout to deduct from the Security Deposit any amounts due to Project Walkabout arising out of this Hire Contract.

## **15. LIABILITY**

15.1. You understand and acknowledge that when you rent both a 4WD Car and a Trailer from Project Walkabout, both those items will be insured for third-party vehicle and property damage, however, you will remain liable to pay an excess hereunder in respect of any Damage to the incurred during the Hire Period, regardless of who is at fault, unless and to the extent the excess is reduced by you taking out a Liability Reduction Option.

15.2. You agree that:

15.2.1. you will be responsible for the first \$7,500 of the cost of Damage when you rent both a 4WD Car and a Trailer from Project Walkabout; as well as the first \$7,500 towing and/or recovery from *Defined Outback Areas*, remote area's as defined by the NRMA or area's only accessible by 4WD.

15.2.2. you will be responsible for the first \$2500 of the cost of Damage when you rent a Trailer (not with a 4WD Car) from Project Walkabout; you are solely responsible for all costs of towing and recovery of a trailer if the private towing vehicle is no longer capable of towing the hired trailer.

15.3. If you take out Liability Reduction Option 1 (Safe Side Cover), you will be responsible for the first \$5,000 of the cost of Damage when you rent a 4WD Car and the first \$1,000 when renting a trailer; as well as the first \$7,500 towing and/or recovery from *Defined Outback Areas*, remote area's as defined by the NRMA or area's only accessible by 4WD.

15.4. If you take out Liability Reduction Option 2 (Adventure Cover), you will be responsible for the first \$1,000 of the cost of damage when you rent a 4WD; as well as the first \$5,000 towing and/or recovery from *Defined Outback Areas*, remote area's as defined by the NRMA or area's only accessible by. You are also covered for one windscreen and one tyre replacement No further reduction is available for trailers.

15.5. If you take out Liability Reductions Option 3 (Ultimate Explorer Cover) you will reduce your towing excess to \$0 provided you have not breached this rental agreement in any way. You are also covered for two windscreen replacements and two tyre replacements.

15.6. For the avoidance of doubt, each Party acknowledges that the Liability Reduction Options are not insurances and do not comprise supply of insurance.

15.7. For the purposes of this clause 'Damage' means all damage and includes any and all damage to third party property, damage to the Car, damage to the Trailer, damage to the Vessel, other items rented from a Project Walkabout, theft, fire, breaking or vandalism.

15.8. Excess reduction does not cover any breaches including but not limited to clauses 6 under the heading entitled "Your specific obligations related to vehicles" and clause 14 under the heading entitled "Vehicle Security Deposit".

15.9. Project Walkabout recommends that you take out travel insurance if it covers the excess referred to in this clause

15. Even if you do take out such travel insurance you will remain liable under this clause 15 to pay the stipulated excess to Project Walkabout and your obligation in this regard is unaffected by you seeking of reimbursement from the travel insurer.

## **16. CLEANING OF VEHICLE**

16.1. Project Walkabout reserves the right to retain a \$400 soiling fee if the Vehicle is not returned in a clean condition and free of mud and (in the case of a Vehicle) requires smoking-related cleaning.

16.2. In the case of a Vehicle or Vessel:

16.2.1. an additional \$125 soiling fee will be retained if the toilet and waste water tank (if applicable) is not emptied prior to return of that Equipment; and

16.2.2. an amount equal to the Refill Charges will be retained if you fail to return the Vehicle and/or Vessel with full petrol, diesel and/or LPG tanks, except to the extent you have purchased the pre purchase Gas Option for LPG tanks.

## **17. MAINTENANCE AND REPAIRS**

17.1. Project Walkabout will reimburse you for expenditure up to \$200 reasonably incurred in rectifying any mechanical failure to the drive train and engine of a Car. For repairs costing over \$200, Project Walkabout will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the Customer was not responsible for the damage. In all cases, invoices and receipts must be submitted for any repair or the claim will not be paid.

## **18. ON ROAD ASSISTANCE**

18.1. Any problems associated with a Vehicle, including equipment failure, must be reported to Project Walkabout within 24 hours in order to give Project Walkabout the opportunity to rectify the problem during the Hire Period. Failure to do so may compromise any claims for compensation. Subject to clause 28.2, Project Walkabout reserves the right to not accept liability for any claims submitted after this period.

18.2. Please contact Project Walkabout on: **+61 422 070 106** for mechanical and breakdown enquiries. During Ordinary Business Hours this phone number can also be used for Vehicle interior enquiries (e.g. fridge).

## **19. DELIVERY OF THE VEHICLE**

19.1. If you collect or receive the Vehicle and find that it is broken, damaged or defective, or not in a clean condition, or not with all the necessary gear, supplies and equipment, you must notify Project Walkabout within 12 hours after such collection or receipt of the Vehicle. If you do not notify Project Walkabout within this time period, the Vehicle is assumed to have been collected or received by you in good working order and condition and in a clean condition and with all the necessary gear, supplies and equipment.

## **20. YOUR RETURN OBLIGATIONS**

20.1. You must return the Vehicle to Project Walkabout in the same clean condition and good working order it was in when you received it, ordinary fair wear and tear excluded, on the return date, time and location set out in the Hire Schedule and with full fuel tanks (fuel being petrol, diesel and LPG gas).

20.2. If you do not properly clean the Vehicle, Project Walkabout will charge you a cleaning cost in accordance with clause 16.

20.3. It is your responsibility to return the Vehicle during Ordinary Business Hours, except if you have requested, and Project Walkabout has agreed, to collect the Vehicle from you.

20.4. You must obtain the prior approval of Project Walkabout if you wish to return the Vehicle outside Ordinary Business Hours. If you return the Vehicle outside Ordinary Business Hours Project Walkabout shall be entitled to charge a late drop-off fee of up to \$300.

20.5. You must not change the drop-off destination from that specified in the Hire Schedule unless you have first obtained authorisation from Project Walkabout. Irrespective of the reason for the change in drop-off destination, an additional fee of up to \$1,000 may be charged by Project Walkabout, in the amount notified to you at the time of approval of the change of drop-off destination and this charge is required to be paid immediately via credit or debit card.

## **21. PAYMENT**

21.1. You must pay all fees, charges and costs that become due and payable under this Hire Contract free from all deductions and offsets. Each payment must be made by credit or debit card at the time specified in this Hire Contract, and if not so specified, within 7 (seven) days of the date of the invoice.

21.2. If you fail to pay in full by the payment due date an invoice or other fees and charges incurred by you hereunder, Project Walkabout reserves the right to charge, in addition to any other amounts recoverable under this Hire Contract:

21.2.1. interest, calculated daily, on the total outstanding balance at the National Australia Bank business overdraft rate applicable as at the relevant time; and

21.2.2. any costs and expenses (including any collection and legal costs) incurred by Project Walkabout in recovering any unpaid amounts under this Hire Contract.

## **22. CREDIT AND DEBIT CARD PAYMENT**

22.1. You represent, warrant and promise to Project Walkabout that you are the valid and authorised holder of the credit or debit card presented to Project Walkabout for payment of all charges payable under this Hire Contract.

22.2. The following credit or debit cards will be accepted: Visa Card, MasterCard and American Express. A nonrefundable 3% administration fee will apply to all credit cards.

22.3. When payment is made (or attempted to be made by you) by credit or debit card, you agree that:

22.3.1. Project Walkabout is irrevocably authorised to complete any documentation and to take any other action to recover from your credit or debit card issuer all amounts due by you pursuant to this Hire Contract, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a third party and all other additional charges as they are incurred including all Penalties and associated administration costs;

22.3.2. you will not dispute your liability to Project Walkabout for any amount properly due under this Hire Contract and you shall indemnify and keep indemnified Project Walkabout against any loss incurred (including legal costs) by reason of notifying your credit or debit card issuer of such dispute;

22.3.3. In the event that Project Walkabout accepts payment of the Security Deposit by holding a signed and authorised credit or debit credit card voucher which is returned to you at the completion of the Hire Period, you agree that Project Walkabout is

entitled to recover payment from your credit or debit card issuer pursuant to clause 22.3.1 in respect of any amounts due which were not known at the time of return of the voucher; and

22.3.4. Project Walkabout may process credit or debit card charges pertaining to the rental after the Hire Period.

22.4. You acknowledge that all transactions under this Hire Contract are conducted in Australian dollars and that due to exchange rate fluctuations and bank fees relating to foreign currency exchange, there could be some variance between the amount initially debited against your credit or debit card and the amount refunded. Project Walkabout accepts no liability for any such variation.

### **23. YOUR OBLIGATIONS REGARDING THE VEHICLE**

23.1. During the Hire Period you shall take all reasonable steps to properly maintain the Vehicle.

23.2. During the Hire Period you authorise Project Walkabout and its Associates to enter upon any premises where Project Walkabout reasonably believes the Vehicle is located to examine its state of repair and operation.

23.3. You will be responsible for all damages caused to the vehicle if it is a direct result of not maintaining the correct coolant and/or oil levels.

### **24. LOST, STOLEN OR DAMAGED VEHICLE**

24.1. In the event that the Vehicle is lost, stolen or damaged beyond fair wear and tear during the Hire Period, or has broken down or become unsafe to use as a result of your negligence, you will be liable for:

24.1.1. the Rent for that portion of the Hire Period during which the Vehicle is being recovered and repaired or replaced; and

24.1.2. any costs incurred by Project Walkabout to recover and repair or replace the Vehicle.

24.2. You will be fully responsible to Project Walkabout for the cost of all repairs and/or replacement to Vehicle for any loss, theft or damage to Vehicle that occurs during the Hire Period, unless and to the extent of any Liability Reduction Option taken out by you, as specified in the Hire Schedule.

24.3. If you fail to carry out any of your obligations under this Hire Contract, Project Walkabout shall be authorised to undertake the same and charge the costs and expenses of that to you.

### **25. FORCE MAJEURE**

25.1. Subject to clause 24, neither Party will be responsible for any delays in delivery, installation or collection due to any Force Majeure Event.

### **26. VEHICLE BREAKDOWN**

26.1. If the Vehicle breaks down or becomes unsafe to use during the Hire Period;

26.1.1. you must immediately stop using the Vehicle and notify Project Walkabout;

26.1.2. take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Vehicle;

26.1.3. take all steps necessary to prevent any further damage to the Vehicle itself; and

26.1.4. not repair or attempt to repair the Vehicle without Project Walkabout's written consent.

26.2. Any refund or replacement of vehicle is at the discretion of Project Walkabout and is subject to availability.

26.2.1. In the event of a vehicle breakdown no refund will be offered where the breakdown has been caused by third party or a breach of the rental conditions.

26.2.2. In the event that the vehicle breakdown has been caused by a breach of rental agreement you may be liable for costs of replacement vehicle, additional charges and loss or rental while the vehicle is off the road.

26.3. Vehicle Breakdown does not cover failure to ancillary or aftermarket accessories including but not limited to air-conditioning, radio and fridges

### **27. INSURANCES**

27.1. Project Walkabout holds public liability insurance in relation to the Vehicle, however, Project Walkabout does not represent that this policy would be applicable to you, or if applicable to you, adequate for your protection.

27.2. Project Walkabout does not accept any liability for personal injury sustained during the Hire Period of any Vehicle. Project Walkabout hereby notifies you of the desirability of you taking out your own insurances related to personal injury, and if you are a traveller, personal travel insurance policy related to your travels.



27.3. You must not contravene any items which you have been advised with regard to any insurance policy related to a Vehicle.

## **28. EXCLUSION OF LIABILITY**

28.1. Subject to subclause 2, all guarantees, conditions, terms, warranties or representations whether express or implied, statutory or otherwise, relating to this Hire Contract or its subject matter are excluded to the maximum extent permitted by law.

28.2. Nothing in this Hire Contract excludes, restricts or modifies any right or remedy, or any guarantee, term, condition or warranty implied or imposed by any legislation which cannot lawfully be excluded or limited. Where any legislation implies or imposes a non-excludable guarantee, term, condition or warranty in relation to this Hire Contract, Project Walkabout limits your remedy for breach of such provision to:

28.2.1. in the case of goods, the repair or replacement of the goods or the supply of substitute goods or the cost of doing so; or

28.2.2. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

29. Subject to clause 28.2, the maximum aggregate liability of Project Walkabout for all claims under or relating to this Hire Contract or its subject matter, whether in contract, tort, negligence, in equity, under statute or any other basis or theory of law, is limited to an amount equal to the fees paid by you under this Hire Contract.

## **30. RELEASE AND INDEMNITY OF PROJECT WALKABOUT**

30.1. You release Project Walkabout and its Associates from any liability to you (regardless of who is at fault), for any loss or damage incurred by you by reason of rental, possession or use of the Vehicle.

30.2. You hereby indemnify and shall keep indemnified Project Walkabout and its Associates against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of your use and/or possession of the Vehicle.

30.3. Any indemnity required of you shall not operate to indemnify Project Walkabout in respect of any negligent act by Project Walkabout.

## **31. TERMINATING THE AGREEMENT AND REPOSSESSING OF VEHICLE**

31.1. You acknowledge that Project Walkabout may refuse any rental, terminate this Hire Contract and/or repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to you, and that you will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

31.1.1. you are in breach of any material term of this Hire Contract,

31.1.2. you have obtained the Vehicle through fraud or misrepresentation;

31.1.3. the Vehicle appears to be abandoned;

31.1.4. the Vehicle is not returned on the agreed return date or Project Walkabout reasonably believe that the Vehicle will not be returned on the agreed return date; or

31.1.5. Project Walkabout considers, on reasonable grounds, that the safety of the hirer or the condition of the Vehicle is endangered.

31.2. You understand and agree that in the event of such termination or repossession, you have no right to a refund of any part of the Rent, any other charges hereunder or the Security Deposit.

31.3. You may cancel the Hire Contract and receive a refund of all payments if provision of the Vehicle is not made within twelve (12) hours of the booked collection time and date. Subject to clause 28.2, repayment under this condition will extinguish any rights you may otherwise have to compensation from Project Walkabout.

## **32. GENERAL**

### **32.1. Precedence**

32.1.1. This Hire Contract comprises the following documents:

32.1.1.1. these terms and conditions;

32.1.1.2. the Hire Schedule/s whether or not signed by you;

32.1.1.3. extra terms specific to the type of equipment listed in the Hire Schedule;

32.1.1.4. the Project Walkabout Website Terms and Conditions;

32.1.1.5. the Procedures in Case of Car Accident.

32.1.2. In the event of any inconsistency between the provisions contained in two or more of the documents comprising this Hire Contract, this Hire Contract shall be interpreted according to the order of precedence above and the document lower in the order of precedence shall where possible be read down to resolve such conflict.

32.1.3. If the inconsistency remains incapable of resolution by reading down, the conflicting provisions shall be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that document.

#### **32.2. Remedies**

The remedies provided in this Hire Contract in favour of Project Walkabout will be in addition to all other remedies in its favour existing at law, in equity or in bankruptcy. The election at any time to enforce any such remedies will in no way bar later enforcement from time to time of any other such remedies.

#### **32.3. Discretion on consent**

In any case where, under or pursuant to this Hire Contract, the doing or execution of any act, matter or thing by you is dependent upon the consent or approval of Project Walkabout, such consent or approval may be given conditionally or unconditionally or may be withheld by Project Walkabout in its absolute uncontrolled discretion, unless this Hire Contract otherwise expressly provides.

#### **32.4. Non-merger**

None of the terms and conditions of this Hire Contract, nor any act, matter or thing done under or by virtue of, or in connection with, this Hire Contract will operate as a merger of any of the rights and remedies of Project Walkabout in or under this Hire Contract or otherwise. All such rights and remedies of Project Walkabout will continue in full force and effect.

#### **32.5. Relationship**

Nothing contained or implied in this Hire Contract will be deemed or construed to create the relationship of partnership or of principal and agent or of joint-venture between Project Walkabout and you.

#### **32.6. Non-assignable**

You must not assign to anyone else your rights and obligations under this Hire Contract without the consent of Project Walkabout.

#### **32.7. Severability**

If any provision of this Hire Contract is or at any time becomes void or unenforceable the remaining provisions will continue in full force and effect. Any void or unenforceable provision will be replaced forthwith by a lawful and enforceable provision which so far as possible achieves the same economic benefit or burden for Project Walkabout and you as the void or unenforceable provision was intended to achieve. All obligations of you under this Hire Contract will survive the expiration or termination of this Hire Contract to the extent required for its full observance and performance.

#### **32.8. No waiver**

No failure or delay on the part of Project Walkabout to exercise any power or right under this Hire Contract will operate as a waiver of that power or right. Nor will any single or partial exercise of any power or right under this Hire Contract preclude any other or further exercise of that power or right.

#### **32.9. Governing law and jurisdiction**

This Hire Contract will be construed in accordance with the law of the State of NSW and the law of such State will be the proper law of this Hire Contract. The Parties submit to the non-exclusive jurisdiction of the courts of that State and any courts which may hear appeals therefrom.

#### **33.10. Notices**

All notices by a Party under this Hire Contract must be in writing to the other Party. Project Walkabout may serve any notices hereunder on you by way of email sent to (or attempted email to) the last known email address supplied by you to Project Walkabout.

### **33. DICTIONARY/DEFINITIONS**

In this Hire Contract:

'Associates' means any employee, servant, agent, contractor, supplier, director, officer, contractor or related body corporate of the Party specified.

'Project Walkabout' means Project Walkabout Pty Ltd

'Booked Items' means the items or goods initially booked by you for hire from Project Walkabout.

'Car' means a motor vehicle hired, borrowed or lent from Project Walkabout.

'Trailer' means an off-road camper trailer or off-road caravan hired, borrowed or lent from Project Walkabout.

'Daily Rate' means the daily rate specified in the Hire Schedule for an item of Vehicle.

'Damage' has the meaning specified in clause 15.6.

'Defined Outback Areas' means: Simpson Desert (recognised tracks and trails only), Strzelecki Track, Gunbarrel Highway, Cape York (recognised tracks and trails only), the Bungle Bungles, Oodnadatta Track, Birdsville Track, Tanami Track, the Plenty Highway, Gibb River Road, Burke Development Road from Chillagoe to Normanton, Savannah Way from Normanton to Borroloola, Finke Road (between Alice Springs and Oodnadatta), Central Arnhem Road and Arnhem Land in general.

'Delivery/Collection Service' means, in respect of a Vehicle, Project Walkabout delivery and/or collection of the Vehicle.

'Force Majeure Event' means any acts of God, war, terrorism, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties.

'4WD vehicle' means a four-wheel-drive Vehicle.

'Free of Charge Area' means the areas specified on Project Walkabout's website ([www.projectwalkabout.com.au](http://www.projectwalkabout.com.au)) to which delivery of a Vehicle and from which collection of the Vehicle will be made by Project Walkabout for no charge.

'Hire Period' means the scheduled hire period of an item of Vehicle or any agreed variation thereof and any additional period during which the Vehicle is in your possession or control.

'Hire Schedule' means the document so styled provided by Project Walkabout to you which outlines information, including but not limited to, the Vehicle you have hired, the hire rates which apply to the Vehicle, the expected return date and the address for delivery of the Vehicle (if applicable) and the address for return of the Vehicle.

'Hull Damage' means damage to the main body of a Vessel, including (without limitation) the bottom, sides, and deck.

'Liability Reduction Option' means the additional fee payable by you as specified in the Hire Schedule for reduction of your liability in respect of each Vehicle to the amount specified for that option in the Hire Schedule.

'Minimum Rental Period' means 3 (three) days. F

'Multiple Rental Discount' means a 10% discount of the Rent payable for your hire of more than one Vehicle at a time.

'Nominated Driver' means the driver/s as specified in the Hire Schedule and any additional person which Project Walkabout has given its prior consent to drive the Vehicle.

'Ordinary Business Hours' means 10:00 to 18:00 Sydney local time, 7 days per week except Christmas Day (25 December).

'Outdoor Adventure Vehicle' means Vehicle hired, borrowed or lent from Project Walkabout that will be used in a physical activity including but not limited to cycling, hiking, fishing and surfing.

'Overhead Damage' means damage to the Vehicle or property of any third party caused by the Vehicle coming into contact with anything above the top of the door seal and the top of the front and back windscreens.

'Party' means a Party to this Hire Contract and 'Parties' means all of them.

'Penalty' has the meaning specified in clause 11.1.3.

'Pre purchased Gas Option' means any supply of gas specified in the Hire Schedule as covered by the Rent.

'Prohibited Areas' means: Fraser Island, the Canning Stock Route, the Old Gunbarrel Hwy, the Lost City in Litchfield Park, the Telegraph section of the road to Cape York, The Creb Track, Boggy Hole (Finke Gorge National Park) and the Old South Road from Maryvale to Finke at any time. Travel to Cape York between the months of December to May.

'Qualifications' means in respect of a Vehicle a person 21 years of age or older and in respect of a Car or Trailer is a full (nonprobationary) resident country driver's licence for each nominated driver 'Refill Charges' means the refuelling cost for a Vehicle plus a fee of \$150 per Vehicle.

'Rent' means the rental fee payable by you to Project Walkabout in respect of your hire of the Vehicle, computed by multiplying the Daily Rate for each item of Vehicle by the number of full days it has not been returned to Project Walkabout.

'Rules of Interpretation' are as set out in clause 34.

'Security Deposit' means a deposit for securing your obligations under this Hire Contract.

'Security Interest' means an interest in personal property provided for by a transaction that secures payment or performance of an obligation.

'Underbody Damage' means damage to a Vehicle caused by the Vehicle coming into contact with anything below the bottom of the door seal, the bottom of the front and rear bumper bars and the insides of the wheel arch's. 'Vehicle' means:

a) the Car and/or Trailer and/or Vessel hired by you; and

b) tyres, tools, roof top tents and pods, accessories and all other equipment, documents, or additional hire items related to the Vehicle; and

c) any replacement or substitute Vehicle that may be provided.

"Vehicle Breakdown" means failure of the engine or drive train where there has been no breach of the rental agreement.

'Vessel' means any Project Walkabout' vessel used in or on any body of water including but not limited to Kayaks, fishing boats ("tinnies") and surf boards including any associated or attached tools, accessories and parts available for hire.

'You' means the person or persons nominated as the hirer of Vehicle and any person whose credit card or debit card is presented for payment of the Rent.

#### **34. RULES OF INTERPRETATION**

34.1. In this Hire Contract, the following rules apply unless the context requires otherwise:

34.1.1. headings are for convenience only and do not affect the interpretation of this Hire Contract;

34.1.2. the singular includes the plural and the plural includes the singular;

34.1.3. any gender includes any other gender;

34.1.4. a reference to a person includes a natural person, corporation, partnership, association or other legal entity;

34.1.5. a reference to a clause means a clause of this Hire Contract;

34.1.6. a reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia.

34.2. In this Hire Contract where a Party comprises more than one person, those persons shall be bound by this Hire Contract, jointly and severally.