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VEHICLE HIRE CONTRACT TERMS AND CONDITIONS – BEAR RENTALS

1. HIRE CONTRACT BETWEEN YOU AND BEAR RENTALS

- 1.1. True North Rentals Pty Ltd ABN 22 156 531 565 T/A Bear Rentals ("Bear Rentals") 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 Bear Rentals (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 Bear Rentals.
- 1.3. There are no warranties or undertakings by Bear Rentals 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, Bear Rentals 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, Bear Rentals reserves the right to substitute the Booked Items with alternative Vehicle as close a substitute for the Booked Items as soon as possible and Bear Rentals will refund you the difference, if any, between the Hire Charges for the Booked Items and the Vehicle.

4. BEAR RENTALS' OBLIGATIONS

- 4.1. Bear Rentals will allow you to take and use the Vehicle for the Hire Period, subject to clause 31 below (termination).
- 4.2. Bear Rentals 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 Bear Rentals 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 Bear Rentals 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 Bear Rentals' prior written consent;
 - 5.2.5. you will protect Bear Rental's interest in the Vehicle, including making clear to others that Bear Rentals 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 Bear Rentals' 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 Bear 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.
- 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 Bear Rentals;
 - 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, Bear Rentals reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions
 - 6.4. Bear Rentals reserves the right to restrict the intended distances and destinations in relation to the length of the Hire Period. We do offer unlimited kilometers, 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 Bear Rentals 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 Bear Rentals Vehicles must be 21 years of age or over and hold the qualifications: "The Black", "The Paddington" and certain "European" model vehicles. You represent and promise to Bear Rentals that you are 21 years of age or over and hold the Qualifications.
 - 7.2. Drivers of the Following Bear Rentals Vehicles must be 25 years of age or over and hold the qualifications: "The Grizzly", "The Himilayan", "The Kodiak", "The Polar" and certain "European" model vehicles. You represent and promise to Bear Rentals that you are 25 years of age or over and hold the Qualifications.
 - 7.3. Without limiting any of your other obligations under this Hire Contract, you must not allow any drivers under the required age specific to the Bear Rentals 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 Bear Rentals' 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 Bear Rentals 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 Bear Rentals 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 Bear Rentals 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 Bear Rentals prior to booking

Note: The minimum towing capacity or tare weight for vessels varies according to the vessel. Please contact Bear Rentals 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 Bear Rentals 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 Bear Rentals. 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 Bear Rentals 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, Bear Rentals 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 Bear Rentals.

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 31 days or more prior to scheduled pick-up date: No charge;

13.1.2. If cancelled from 30 to 21 days prior to scheduled pick-up date: 40% of Rent;

13.1.3. If cancelled from 20 to 7 days prior to scheduled pick-up date: 60% of Rent;

13.1.4. If cancelled from 6 to 1 days prior to scheduled pick-up date: 75% of Rent;

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

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 Bear Rentals. 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, Bear Rentals 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 Bear Rentals 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 if 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. Bear Rentals is entitled to claim against you for loss, theft or damage to a Vehicle and such rights of Bear Rentals 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 or a private 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 Bear Rentals 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 Bear Rentals' 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 Bear Rentals;
- 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 Bear Rentals (see list of Defined Outback Area's in section 33 of this agreement);
- 14.2.23. is a towing and/or vehicle recovery cost in excess of \$2,000 from all other areas where the hire vehicle is allowed to be used;
- 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 licence that has been cancelled or suspended and/or a driver who has a licence that is classified as a learners or probationary licence;
- 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 Bear Rentals to deduct from the Security Deposit any amounts due to Bear Rentals 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 Bear Rentals, 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 Bear Rentals;
 - 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 Bear Rentals.
- 15.3. If you take out Liability Reduction Option 1, 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 unless you have taken the Outback Package.
- 15.4. If you take out Liability Reduction Option 2, you will be responsible for the first \$2,500 of the cost of damage when you rent a 4WD; as well as the first \$7,500 towing and/or recovery from Defined Outback areas unless you have taken the Outback Package. No further reduction is available for trailers.
- 15.5. If you add The Outback Package you will reduce your towing excess to \$500 provided you have not breached this rental agreement in any way.
- 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 Bear Rentals, 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. Bear Rentals 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 Bear Rentals and your obligation in this regard is unaffected by you seeking of reimbursement from the travel insurer.

16. CLEANING OF VEHICLE

- 16.1. Bear Rentals 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. Bear Rentals 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, Bear Rentals 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 Bear Rentals within 24 hours in order to give Bear Rentals 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, Bear Rentals reserves the right to not accept liability for any claims

submitted after this period.

18.2. Please contact Bear Rentals on: **1300 46 2327** 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 Bear Rentals within 12 hours after such collection or receipt of the Vehicle. If you do not notify Bear Rentals 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 Bear Rentals 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, Bear Rentals 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 Bear Rentals has agreed, to collect the Vehicle from you.

20.4. You must obtain the prior approval of Bear Rentals if you wish to return the Vehicle outside Ordinary Business Hours. If you return the Vehicle outside Ordinary Business Hours Bear Rentals 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 Bear Rentals. Irrespective of the reason for the change in drop-off destination, an additional fee of up to \$1,000 may be charged by Bear Rentals, 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, Bear Rentals 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 Bear Rentals in recovering any unpaid amounts under this Hire Contract.

22. CREDIT AND DEBIT CARD PAYMENT

22.1. You represent, warrant and promise to Bear Rentals that you are the valid and authorised holder of the credit or debit card presented to Bear Rentals 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 non-refundable 3% administration fee will apply to American Express 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. Bear Rentals 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 Bear Rentals for any amount properly due under this Hire Contract and you shall indemnify and keep indemnified Bear Rentals 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 Bear Rentals accepts payment of the Security Deposit by holding a signed and authorised credit or debit card voucher which is returned to you at the completion of the Hire Period, you agree that Bear Rentals 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. Bear Rentals 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. Bear Rentals 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 Bear Rentals and its Associates to enter upon any premises where Bear Rental is 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 Bear Rentals to recover and repair or replace the Vehicle.

24.2. You will be fully responsible to Bear Rentals 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, Bear Rentals 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 Bear Rentals;
- 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 Bear Rentals' written consent.
- 26.2. Any refund or replacement of vehicle is at the discretion of Bear Rentals 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. Bear Rentals holds public liability insurance in relation to the Vehicle, however, Bear Rentals does not represent that this policy would be applicable to you, or if applicable to you, adequate for your protection.
- 27.2. Bear Rentals does not accept any liability for personal injury sustained during the Hire Period of any Vehicle. Bear Rentals 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, Bear Rentals 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 Bear Rentals 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 BEAR RENTALS

- 30.1. You release Bear Rentals 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 Bear Rentals 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 Bear Rentals in respect of any negligent act by Bear Rentals.

31. TERMINATING THE AGREEMENT AND REPOSSESSING OF VEHICLE

- 31.1. You acknowledge that Bear Rentals 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 Bear Rentals reasonably believe that the Vehicle will not be returned on the agreed return date; or
- 31.1.5. Bear Rentals 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 Bear Rentals.

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 Bear Rentals 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 Bear Rentals 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 Bear Rentals, such consent or approval may be given conditionally or unconditionally or may be withheld by Bear Rentals 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 Bear Rentals in or under this Hire Contract or otherwise. All such rights and remedies of Bear Rentals 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 Bear Rentals 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 Bear Rentals.

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 Bear Rentals 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 Bear Rentals 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. Bear Rentals 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 Bear Rentals.

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.

"Bear Rentals" means True North Rentals Pty Ltd.

"Booked Items" means the items or goods initially booked by you for hire from Bear Rentals.

"Car" means a motor vehicle hired, borrowed or lent from Bear Rentals.

"Trailer" means an off-road camper trailer or off-road caravan hired, borrowed or lent from Bear Rentals.

"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 Borrooloola, Finke Road (between Alice Springs and Oodnadatta), Central Arnhem Road and Arnhem Land in general.

"Delivery/Collection Service" means, in respect of a Vehicle, Bear Rentals' 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 Bear Rentals' website (www.bearrentals.com.au) to which delivery of a Vehicle and from which collection of the Vehicle will be made by Bear Rentals 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 Bear Rentals 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 Bear Rentals 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 Bear Rentals 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, 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 (non-probationary) resident country driver's licence for each nominated driver

"Refill Charges" means the refuelling cost for a Vehicle plus a fee of \$30 per Vehicle.

"Rent" means the rental fee payable by you to Bear Rentals 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 Bear Rentals.

"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 Bear Rentals' 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.