Star RV Australia and New Zealand

Customer Booking Terms and Conditions

Valid from 1st May 2026

1. General

(a) These customer booking terms and conditions (**Terms**) apply to your hire of a Vehicle from Star RV. By making a Booking Request or otherwise hiring a Vehicle from us, you confirm that you have read, understood and agreed to these Terms.

(b) In these Terms:

(i) **Hirer**, **you** or **your** means the person named as the primary booking holder or driver in the Confirmed Booking; and

(ii) **Star RV**, **us** or **we** means STAR RV AUSTRALIA FLEET PTY LIMITED ACN 661 766 696 *or* STAR RV NEW ZEALAND FLEET LIMITED NZCN 8455463.

2. How to make a Booking

2.1 Making a Booking Request

(a) You may submit a booking request by providing us with relevant information via our Website, our app or by calling our call centre (**Booking Request**).

(b) Upon receipt of a Booking Request, we will either accept or reject that Booking Request at our discretion. If we accept the Booking Request, we will provide written confirmation to you.

(c) Once a Booking Request is confirmed by us (**Confirmed Booking**), the following documents will form the agreement between you and us (**Hire Agreement**):

(i) these Terms;

(ii) any other terms that we advise, at the time the Booking Request is confirmed, apply to the Confirmed Booking, including promotional terms; and

(iii) the Confirmed Booking,

and any ambiguity or discrepancy between the documents will be resolved and interpreted according to the same order of preference as the documents are listed above, with the documents higher in the list having higher priority.

2.2 Promotional bookings

(a) We may from time to time make the hire of a Vehicle available as part of a promotion.

(b) To the extent your Booking Request relates to such promotional offer, you acknowledge and agree that additional terms may apply to your Confirmed Booking in connection with such hire.

2.3 Deposit to be paid at the time of booking

(a) You must pay a deposit to Star RV at the time of making a Booking Request (**Deposit**). The amount of the Deposit will be calculated at the time of such Booking Request.

(b) If you elect to make the full payment upfront at the time of making a Booking Request, we will consider part of that payment is held as the Deposit.

(c) If you elect to make a Deposit payment upfront at the time of making a Booking Request, we may charge you an additional fee.

(d) Star RV will hold the Deposit on trust for the benefit of Star RV and release it:

(i) to you where provided under this Hire Agreement; or

(ii) to us as contemplated in this Hire Agreement or otherwise in satisfaction of the relevant Fees payable by you to us upon you collecting the Vehicle from the pick up location.

2.4 Request to change Confirmed Booking by you

(a) If your Confirmed Booking was made with Star RV, you may request to change a Confirmed Booking by contacting our reservations team via our call centre or via our Website within My Booking. Details of our call centres and My Booking can be found on our Website. If your Confirmed Booking was made through a third-party agent, reseller, or travel partner, you must contact the original booking provider to request any changes. Star RV is unable to change these Confirmed Bookings directly. All changes are subject to Vehicle availability, you paying recalculated fees (if any), you paying any additional Deposit and Security Bond, and our approval.

(b) If Star RV approves an amendment to a Confirmed Booking at any time, the fees will be recalculated to the rate that applies at the time the amendment is made and Star RV will advise you of any price difference. Any amendment approved by Star RV will be subject to the Customer Booking Terms and Conditions on our Website at the time the amendment is made.

(c) Star RV is not obliged to refund any difference in the Fees where you voluntarily downgrade the Vehicle class.

2.5 Extending the Hire Term

A request to extend the Return Date and Time must be made at least 48 hours before the existing Return Date and Time. Approval is at Star RV's discretion and may be conditional on Vehicle availability, you paying recalculated rental charges, fees and you paying any additional Deposit or Security Bond. Any approved extension of the Hire Term will be subject to the Customer Booking Terms and Conditions available on our Website at the time the extension is approved.

2.6 Errors or mistakes in bookings

While Star RV takes reasonable steps to ensure there are no errors or mistakes in its Fees or other information displayed on its Website, errors or mistakes may sometimes occur. If there is an error or mistake connected with the Fees that is:

(a) reasonably obvious; or

(b) inconsistent with any promotional offer made by us,

and there is a Confirmed Booking, Star RV may at any time:

(c) cancel the Confirmed Booking; and

(d) provide you with a refund of any amounts paid in respect of that Confirmed Booking; and/or

(e) offer you a new booking with the correct Fees as at the time of the Booking.

3. Booking Conditions

3.1 General

You agree, and it is a condition of this Hire Agreement, that:

(a) the Vehicle must only be driven by an Authorised Driver;

(b) at the time of the Hire Term, you and any Authorised Driver must be at least 21 years old and be under 75 years old; and

(c) the Vehicle must not be driven by any person who has provided false or misleading information to Star RV about their name, age, address or driver's licence.

3.2 Authorised Drivers

(a) An Authorised Driver must:

(i) be at least 21 years old;

(ii) be less than 75 years old;

(iii) hold a Valid Driver's Licence (and carry it with them at all times during the Hire Term); and

(iv) be approved in writing by Star RV.

(b) You can request us to add an Additional Driver by contacting our reservations team via our call centre, online within My Booking or at vehicle pick up at our branch. Star RV may charge an Additional Fee for any Additional Driver. Details of our call centre and pick up locations can be found on our Website.

(c) You are responsible for each Authorised Driver, and their compliance with this Hire Agreement.

3.3 Licence requirements

(a) To be a Valid Driver's Licence for a Booking, it must:

(i) be appropriate for the class of Vehicle being hired; and

(ii) not be subject to any restriction or condition unless disclosed by you and approved by Star RV.

(b) To the extent a Valid Driver's Licence is not in English, you must provide us with an accredited English translation which is reasonably acceptable to us.

(c) If you are in New Zealand:

(i) you and each Authorised Driver must not hold a Class 1 restricted or a learner licence;

(ii) a licence classified as, or comparable to, a Class 1 full licence, will be accepted by Star RV as a Valid Driver's Licence.

(d) If you are in Australia:

(i) you and each Authorised Driver must not hold a Provisional P1 Licence or a learner's licence;

(ii) a licence classified as, or comparable to a Provisional P2 Licence (or Green P licence), will be accepted by Star RV as a Valid Driver's Licence.

(e) If it is accepted, the you and each Authorised Driver:

(i) must comply with any restrictions or conditions imposed on or in connection with that licence for the duration of the Hire Term; and

(ii) acknowledges and agrees that any Excess Option may be void, and the Hire Agreement may be terminated, if such restrictions or conditions are not adhered to.

3.4 Title and risk in the Vehicle

(a) Title to the Vehicle remains with Star RV at all times, notwithstanding that you may have possession or control of the Vehicle at any time.

(b) Risk in the Vehicle will pass to you upon collection of the Vehicle. Except as otherwise provided in this Hire Agreement, you will be solely responsible for all Loss or claims in connection with the Vehicle while it is in your possession or control.

4. Your obligations as the hirer

4.1 What you need to do on pick up

(a) You must arrive at the selected pick up time within our Business Hours as stated in your booking confirmation. Arriving early or late may impact vehicle availability and processing times.

(b) Before collecting the Vehicle from the pick up location for the Confirmed Booking, you must present:

(i) a Valid Driver's Licence for you and each Authorised Driver; and

(ii) if you or any Authorised Driver is not an Australian or a New Zealand citizen, a valid passport for you and each Authorised Driver.

(c) You acknowledge and agree that Star RV will take and keep copies of these documents for identification and insurance purposes.

(d) Before leaving the branch, you:

(i) may inspect the Vehicle to confirm any pre-existing damage noted by Star RV in the Hire Agreement; and

(ii) may inspect the Vehicle to confirm any equipment and any additional hired items are in the Vehicle; and

(iii) must immediately inform Star RV of any discrepancies with what has been noted by Star RV, if any.

4.2 What you need to do with the Vehicle

(a) You must:

(i) observe and comply with all relevant law (including Australia and New Zealand traffic laws (as applicable));

(ii) keep the Vehicle in good condition;

(iii) ensure the Vehicle has enough fuel and is only filled with the correct fuel type;

(iv) ensure that no persons interfere with the distance recorder or speedometer, or (except in an emergency) any part of the engine, transmission, braking or suspension systems of the Vehicle;

(v) ensure all snow chains are fitted correctly;

(vi) inspect the fuel, oil, coolant and tyre pressure daily;

(vii) maintain recommended fluid levels in the radiator and battery;

(viii) keep doors and windows closed and the Vehicle locked whenever unattended or not in use;

(ix) keep a copy of this Hire Agreement with you at all times during the Hire Term and product it upon request; and

(x) comply with our reasonable directions in respect of your use of the Vehicle, including without limitation complying with weight and passenger number requirements.

(b) You agree that you are responsible for all fuel used in the Vehicle during the Hire Term.

4.3 What you and the Authorised Drivers must not do

You and any Authorised Driver must not:

(a) operate the Vehicle while impaired by alcohol or drugs;

(b) drive recklessly, dangerously, or while the Vehicle is unroadworthy;

(c) tow, push, propel or overload the Vehicle;

(d) modify the Vehicle;

(e) sell, hire, sub-let or otherwise part with possession of the Vehicle;

(f) use the Vehicle for ride-share, hire or reward, courier, demonstration or motor-trade purposes;

(g) allow smoking in the Vehicle;

(h) except for bona fide assistance animals (notified to Star RV at the time of the Booking Request), or pursuant to clause 4.4, 4.4allow any animal to enter the Vehicle. Additional cleaning or damage charges will apply if the vehicle is returned in an unacceptable condition due to damage, staining, odour or soiling caused by an animal or excessive hair or fur left in the Vehicle;

(i) move dangerous, hazardous, infectious, biohazardous or biomedical waste, flammable goods or substances that pollute or contaminate in quantities above that which are ordinarily used for domestic purposes; or

(j) drive the Vehicle:

(i) off-road;

(ii) on undesignated or unpaved roads;

(iii) on beaches;

(iv) through water crossings;

(v) on snow-affected roads without chains;

(vi) on closed or flooded roads; or

(vii) through any locations Star RV notifies as restricted to you at the time of collection or during the Hire Term, or otherwise, in any area Star RV reasonably considers to be unsafe for the Vehicle or passengers in the Vehicle,

(each an **Unauthorised Location**).

4.4 Pets

(a) Dogs are permitted in eligible Vehicles only. You must notify us at the time of submitting a Booking Request if you wish to bring a dog in the Vehicle. Except for bona fide assistance animals, we may refuse such request at our discretion. A maximum of (2) dogs per Vehicle is permitted.

(b) We will charge an Additional Fee as a condition to you bringing a dog into a Vehicle.

(c) Only dogs approved by Star RV may travel in the Vehicle. You must ensure any approved dogs are well

behaved, clean, safely restrained, not left unattended, supervised by an adult at pick up and drop-off on a lead and remain outside the branch, and that the Vehicle is returned free of animal hair, soiling, odour or damaged due to the animal.

4.5 What you need to do on return

(a) You must return the Vehicle to the drop-off location on or before the Return Date and Time.

(b) There is a 1-hour grace period for the time of return as set out in the Confirmed Booking within Business Hours. If you fail to return the Vehicle within the 1-hour grace period, an additional full day hire will apply and you must pay us the then-current hire fees for that Vehicle until it is returned to us. No refund is available to the Hirer if the vehicle is returned earlier than the Return Date and Time as set out in the Confirmed Booking.

(c) You are responsible for removing all personal belongings from the Vehicle and Star RV are not liable for any loss or damage to such belongings where you have failed to comply with this obligation.

(d) The Vehicle must be returned:

(i) in the same condition as when the Vehicle was picked up;

(ii) in a reasonable state of cleanliness (with any toilet cassette and grey water tank emptied to the extent applicable, free of animal hair, sand, dirt, mud, grime, rubbish, food scraps and any other debris);

(iii) with all linen stripped from the Vehicle and placed in the designated linen return area at the drop-off location;

(iv) with a full tank of fuel;

(v) with a full gas canister (if applicable); and

(vi) with all keys, accessories, equipment and any additional hired items.

5. Payment by Hirer

5.1 What Fees must you pay us

(a) You must pay Star RV the Fees in the amounts and in the manner contemplated in the Confirmed Booking or otherwise in this Hire Agreement.

(b) Unless otherwise stated, all amounts to be paid or provided for under this Hire Agreement are exclusive of GST. You are responsible for paying any additional amount to Star RV on account of applicable GST.

(c) Unless specified otherwise in the Confirmed Booking, you must pay the Fees to Star RV no later than 7 days prior to the Vehicle pick up date. If full payment is not received at least 7 days prior to the Vehicle pick up date, a late payment fee will apply. The late payment fee is payable in addition to the outstanding Fees and must be paid at the Vehicle pick up location before taking possession of the Vehicle.

(d) You are solely responsible for the risk of any changes in currency exchange rates relevant to your Confirmed Booking and any charges related to making an overseas payment.

5.2 Tolls, fines and infringements

(a) You must pay all tolls, speeding and traffic fines, infringements, parking fines or costs incurred to release the Vehicle if it has been seized by a regulatory authority (together, **Fines**), in each case connected with your hire of the Vehicle (including if incurred by a Permitted Person(s) that is not you).

(b) To the extent not paid directly by you, either:

(i) you must pay such Fines as an additional fee to Star RV on demand, and you indemnify Star RV for such amounts; or

(ii) Star RV may arrange for the Fines to be transferred into your name, and you will be responsible for Star RV's reasonable costs of doing so.

(c) If you do not agree with any Fines, you should contact the relevant issuing authority to challenge such Fine. Any decision by you to do so will not limit or fetter your obligations to Star RV in this clause 5.2.

(d) You are prohibited from using or creating personal toll accounts for your Star RV Vehicle registrations over the Hire Term. Your toll road usage will be recorded by the Vehicle License Plate Number.

5.3 Additional fees you must pay to us

(a) In addition to the Hire Fees, you must pay:

(i) the balance of any outstanding Hire Fees;

(ii) the additional fees set out in Schedule 2 as applicable to your hire of the Vehicle, and as updated by Star RV from time to time on our Website (**Additional Fees**);

(iii) any additional fees and charges set out or otherwise referred to elsewhere in these Terms or Booking Confirmation;

(iv) any excess liability applicable to your Excess Option if there is Damage, Loss or Third Party Loss in connection with an Accident or the Vehicle is stolen;

(v) any additional Fees resulting from your failure to perform any obligations under these Terms that relate to maintaining the Vehicle, obligations at drop off or obligations that relate to preventing Damage to the Vehicle; and

(vi) any additional fees and costs that are incurred by you or are payable by Star RV in connection with the hire of the Vehicle by you, including all

Fines, tolls, camping charges and fines, late return fees, relocation fees, and cleaning fees.

(b) You must also pay our reasonable administration fees in relation to enforcing any payments required under this clause 5.3(a).

(c) You must pay these amounts at the time we notify you such amounts are due, if not stated at the end of the Term, or otherwise on demand by Star RV (acting reasonably).

5.4 How to pay us

(a) You can pay the Fees via the method of payment nominated in the Booking Confirmation or otherwise by another payment method agreed with Star RV. Star RV will issue all tax invoices to your nominated email address.

(b) If you make payment via debit card or credit card, you will be solely responsible for any payment processing fees and, to the extent permitted, if we incur these costs, we may pass them on to you at the time such amount is payable.

5.5 Your authority for us to deduct from your card or the Deposit

(a) Notwithstanding your selected payment method, you must still provide valid credit or debit card details to Star RV prior to collection of the Vehicle.

(b) You irrevocably authorise Star RV to, from time to time, deduct from your credit or debit card and/or the Deposit any outstanding Fees or other amounts payable by you under this Hire Agreement. We are authorised to make such deduction during the Term and for the period of 6 months after the Term.

(c) We will only deduct amounts from your credit or debit card once we have first notified you of our intention to do so, together with an itemised bill. **If you are unsatisfied with our decision, you can make a complaint to us. Please see clause 13 for further information.**

5.6 Hirer indemnity for unpaid amounts

You indemnify Star RV for the reasonable costs and charges Star RV incurs in recovering or attempting to recover outstanding Fees or other amounts from you, including mercantile or debt collection fees, commission and legal costs.

6. Security Bond

(a) If you opt to pay Star RV the Fees via your credit or debit card, or depending on the Excess Option selected we may require that you pay, or authorise us to charge your nominated credit or debit card for a Security Bond. We may require immediate payment of this at the time of you making a Booking Request.

(b) You must pay the Security Bond via credit or debit card to Star RV prior to taking possession of the Vehicle and leaving the Vehicle pick up location.

(c) You agree that Star RV will retain the Security Bond as security for your performance of any obligations, and liabilities you owe, under this Hire Agreement.

(d) Star RV will refund the Security Bond, or any amount of the Security Bond that is not required to pay for outstanding Fees, Additional Fees or Damage, to the Hirer's nominated bank account or credit or debit card within 10 Business Days after the end of the Hire Term, provided that:

(i) the Hirer has paid all Fees and other amounts due to Star RV under the Hire Agreement, including any Additional Fees;

(ii) you have complied with your obligations in clause 4.5; and

(iii) there is no Damage to the Vehicle (except for reasonable wear and tear) or Third Party Loss caused in connection with your hire of the Vehicle.

(e) Star RV reserves the right to retain all or part of the Security Bond to cover any outstanding Fees or other amounts payable by you under this Hire Agreement. We will notify you of our decision to do so via email. **If you are unsatisfied with our decision, you can make a complaint to us. Please see clause 13 for further information.**

7. Breakdowns and Repairs

7.1 Your obligations

(a) You must cease operating the Vehicle and notify Star RV as soon as practicable (and in any event, within 24 hours) if:

(i) a warning indicator turns on or fault message appears;

(ii) you see or become aware of low engine or brake oils, engine coolant levels or tyre pressures

(iii) if you become aware of an equipment defect or mechanical failure of any kind;

For Australia, you may contact us by telephone on 07 4439 9803 (+61 7 4439 9803 if calling internationally) or for New Zealand 09 374 4360 (+64 9 374 4360 if calling internationally). You may have to pay an international calling fee if you are calling from an international number.

(b) You acknowledge and agree that Star RV does not accept liability for any Claims connected with failure to notify within the 24 hour period specified in clause 7.1(a), unless Star RV determines otherwise (acting reasonably).

(c) If You fail to notify Star RV in accordance with this clause 7.1 and continue to use the Vehicle, you will be responsible for Loss or Damage resulting from such use.

7.2 Roadside assistance

(a) Upon pick up of the Vehicle, we will provide you with information about the 24 hour roadside assistance provided with the Vehicle for breakdowns during the Hire Term (but not for Accidents).

(b) The roadside assistance covers:

(i) mechanical breakdowns, such as engine faults, electrical faults, cooling system issues and vehicle recovery; and

(ii) subject to you paying the fees charged by the third party service provider, non-mechanical breakdowns, such as out of fuel, incorrect fuelling, wheels and tyres, flat batteries, a breakdown as a result of damage caused by an Accident, and keys being lost, broken or locked inside the Vehicle.

(c) Please note that these fees contemplated in clause 7.2(b)(ii) are not covered by any Excess Option.

7.3 Breakdowns and Repairs Star RV is not responsible for

To the extent the Vehicle breaks down or needs repair during the Hire Term, you acknowledge and agree that:

(a) Star RV is not responsible for:

(i) a flat battery because you have left the lights, entertainment system or any other appliance on;

(ii) tyre changing because you have damaged the tyre through your own fault, for example running over an object;

(iii) the vehicle running out of fuel due to your failure to refuel the vehicle at the appropriate time, or you filling up the vehicle with the incorrect fuel;

(iv) circumstances where you continue to drive the vehicle after Star RV advises you to not to do so;

(v) keys or remote control devices that you lose or misplace, damage, break or lock in the Vehicle; or

(vi) any other circumstances resulting in the breakdown or repair that is not caused by Star RV or its personnel;

(b) you must pay additional charges or fees if Star RV provides services relating to anything set out in clause 7.3(a) at your request;

(c) you must pay for any Damage you or any Permitted Person causes relating to anything set out in clause 7.3(a);

(d) you must obtain Star RV's prior written approval before allowing anyone else to work on the Vehicle or tow or salvage it;

(e) Star RV may elect, at its discretion, to arrange for the repair of a Vehicle to address any breakdown where it reasonably believes this is the most efficient means of resolving the breakdown, and you must provide reasonable assistance to facilitate such repair; and

(f) as far as the law permits:

(i) Star RV does not guarantee the availability of any replacement vehicle; and

(ii) Star RV is not responsible for any Loss suffered or incurred by you in connection with a breakdown or repair, including without limitation transportation costs related to the breakdown or repair, the costs of delivering a replacement vehicle to you or you collecting a replacement vehicle from us, accommodation costs, or the costs of any missed activities, including missed onward connections; and

(iii) malfunctions or faults relating to non-mechanical equipment or accessories, including but not limited to stereo systems, cabin lights, air conditioning units (including heating), refrigerators, microwaves, sink water pumps and other internal appliances, do not constitute a breakdown, and compensation will not be payable to such malfunctions or faults.

7.4 Repair

(a) Star RV may, at its discretion, authorise the repair of a Vehicle. Such authorisation may be subject to conditions.

(b) Where Star RV has given you prior written authority to repair the Vehicle, you must ensure you comply with any conditions attached to such authorisation and keep and produce to Star RV the original tax invoices and receipts for any repairs, towing or salvage.

(c) Star RV will only reimburse you for expenses authorised by Star RV in writing, and only to the extent the Damage has not resulted from a material breach of this Hire Agreement by you or a Permitted Person or you are otherwise not responsible for such Damage pursuant to the terms of this Hire Agreement.

8. Accidents

8.1 What to do if you are involved in an Accident?

(a) If the Vehicle is involved in an Accident, stolen, or damaged, you must:

(i) immediately stop driving (where safe) and take reasonable steps to prevent further loss or damage;

(ii) notify Star RV by telephone as soon as possible, and in any event within 24 hours, and provide full, true and correct details of the Accident;

(iii) notify the appropriate emergency services as applicable to the Accident, and promptly

provide a copy of any relevant emergency services report to Star RV;

(iv) take and record full details of all parties, witnesses and Vehicles involved in the Accident, including taking photographs and other evidence;

(v) complete Star RV's Claims Form sent to you by email and submit it to Star RV within 48 hours of receiving it;

(vi) not admit liability or make any offer, promise or payment to any third party;

(vii) not arrange or undertake any repairs or salvage to the Vehicle without Star RV's prior written consent, except as reasonably necessary to prevent further damage to the Vehicle or other property involved in the Accident;

(viii) co-operate with Star RV and its insurers, including by attending interviews and giving evidence;

(ix) forward to Star RV any correspondence or court documents relating to the Accident immediately upon receipt; and

(x) otherwise provide all information requested by Star RV (acting reasonably) in connection with the Accident.

8.2 Star RV's obligation in relation to an Accident

(a) Where an Accident occurs, Star RV will arrange towing or repairs unless the Hirer has authority under clause 8.1(a)(vii).

(b) As far as the law permits, where an Accident occurs:

(i) Star RV does not guarantee the availability of any replacement vehicle; and

(ii) Star RV is not responsible for any Loss suffered or incurred by you in connection with the Accident, including without limitation transportation costs related to the accident, the costs of delivering a replacement vehicle to you or you collecting a replacement vehicle from us, accommodation costs, or the costs of any missed activities, including missed onward connections.

(c) Nothing in this clause limits Star RV's rights where the Vehicle is involved in an Accident, stolen or damaged and:

(i) such circumstances are not covered by your Excess Option; and/or

(ii) your breach of this Hire Agreement has caused or contributed to such circumstances.

8.3 What are you liable for in an Accident?

Subject to any amount you are entitled to under the Excess Option you elect, you will be responsible for Damage, Loss or Third Party Loss in connection with an Accident or if the Vehicle is stolen, except to the extent directly caused by Star RV or the Damage or Loss is pre-existing upon collection by you of the Vehicle.

If a replacement Vehicle is provided following an Accident, the applicable Excess and Security Bond will be twice that of the original Vehicle, and any Excess Option selected for the original Vehicle will not transfer. If the Risk Taker option was selected at the time of the Accident, you must select either Essentials or Comprehensive before a replacement Vehicle will be provided.

8.4 What are your Excess Options?

(a) You must select an Excess Option set out in Schedule 1 at the time of making a Booking Request. Please see Schedule 1 for further details on the Excess Options available.

(b) Your Excess Option may reduce your liability under clause 8.3 if you have used the Vehicle in accordance with this Hire Agreement, but please refer to Schedule 1 for specific conditions and exclusions to such reduction (if any) for your chosen Excess Option.

(c) Excess Options cannot be added or upgraded after vehicle pick-up unless the Vehicle is returned to Star RV and a full inspection is completed and approved by Star RV.

9. Your personal information

Star RV will use, disclose and other handle your personal information in accordance with our privacy policy available on our Website, and as amended from time to time.

10. Term and Termination

10.1 When does this Hire Agreement apply

This Hire Agreement commences upon you receiving a Confirmed Booking from Star RV and continues until the Vehicle is returned to Star RV, unless terminated earlier under this clause 10, clause 12.3 or clause 14.1 (**Term**).

10.2 Cancellation by you

(a) You may terminate this Hire Agreement prior to the Start Date, however different consequences will apply depending on how much notice you give us as per the notice periods set out in the table below (**Cancellation Notice Periods**).

If you cancel the Confirmed Booking	Consequence
At least 31 days prior to the Start Date	We will provide a full refund of any amounts paid by you to Star RV to date (including the Deposit but excluding any payment processing fees and any non-refundable booking administration fees).
Between 30 days and 7 days prior to the Start Date	You must pay 20% of the Hire Fees to Star RV. If we hold a Deposit, we will first deduct this amount from the Deposit and refund any amounts received from you in excess of this amount (excluding any payment processing fees).
Between 6 days and 1 day prior to the Start Date	You must pay 50% of the Hire Fees to Star RV. If we hold a Deposit, we will first deduct this amount from the Deposit and refund any amounts received from you in excess of this amount (excluding any payment processing fees).
On or after the Start Date or you fail to otherwise pick up the vehicle on the Start Date (no show)	You must pay 100% of the Hire Fees to Star RV.

To cancel your Confirmed Booking, you must contact our reservations team via our call centre. Details of our call centre can be found on our Website.

(b) You acknowledge and agree that:

(i) if:

(A) during a Cancellation Notice Period, you request to change the Start Date of your Confirmed Booking, and Star RV agrees to that request; and

(B) you subsequently cancel the amended Confirmed Booking,

Star RV may charge you the cancellation fee that would have been payable had you cancelled the original Confirmed Booking.

(ii) the amounts provided for in clause 10.2(a) are a reasonable pre-estimate of the Loss that Star RV will suffer if you cancel a Confirmed Booking under this clause 10.2; and

(iii) a cancellation is not effective unless and until acknowledged and confirmed by Star RV in writing.

10.3 Cancellation by us

Star RV may terminate this Hire Agreement:

(a) immediately if Star RV becomes aware that the Hirer has obtained the Vehicle through fraud or misrepresentation;

(b) immediately if the Vehicle is damaged;

(c) immediately if, in Star RV's reasonable opinion, you or the Authorised Drivers' do not have sufficient skill or experience to operate the Vehicle in a safe manner, or the safety of the passengers or Vehicle is otherwise at risk; or

(d) immediately if you, any persons travelling with you or any Authorised Driver engage in threatening, abusive, or intimidating behaviour towards Star RV staff, representatives, or any member of the public.

10.4 Termination for default

(a) Star RV may terminate this Hire Agreement if you materially breach this Hire Agreement and, where capable of remedy, fail to remedy that breach within 24 hours of receiving written notice from Star RV particularising the breach.

(b) You may terminate this Hire Agreement if Star RV materially breaches this Hire Agreement and, where capable of remedy, fails to remedy that breach within 5 days of receiving written notice from you particularising the breach.

10.5 Obligations on termination

(a) Upon termination or cancellation of the Hire Agreement:

(i) you must pay Star RV all amounts required to be paid by you under this Hire Agreement, including without limitation all outstanding Fees;

(ii) you acknowledge and agree that where we terminate under clause 10.3(a) to 10.3(c) or clause 10.4:

(A) we will not be required to provide you with a refund for any amounts received from you prior to the effective date of termination notwithstanding that these may relate to the period after the effective date of termination; and

(B) our retention of such amounts is a genuine pre-estimate of the Loss that we may suffer if we terminate under such clauses;

(iii) you must return the Vehicle and all Vehicle accessories to the return location in the Confirmed Booking in accordance with clause 4.5; and

(iv) to the extent the Hirer does not comply with clause 10.5(a), the Hirer indemnifies Star RV for any Loss suffered or incurred by Star RV in locating and returning the Vehicle to such return location.

(b) Termination of this Hire Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

10.6 Failure to return the Vehicle by the Return Date

(a) If you fail to return the Vehicle by the required return date for the Confirmed Booking, Star RV may (among other things):

(i) if the location of the Vehicle is known, enter that location and recover the Vehicle by lawful means, and you indemnify Star RV for any Loss connected with Star RV exercising this right; or

(ii) if the location of the Vehicle is unknown, after making reasonable attempts to contact you, report the Vehicle as stolen to the police, and you indemnify Star RV for any Loss connected with Star RV exercising this right.

(b) You must also pay the then-current daily hire fees for each day until the Vehicle is returned to Star RV plus all reasonable costs incurred by Star RV in connection with such unauthorised late return, and you indemnify Star RV against such amounts.

10.7 Accrued Rights and Survival

(a) Termination or expiry of this Hire Agreement will not affect clauses 2.3(d), 5.2, 5.3, 5.5, 5.6, 6, 8, 10, 11 and 13 to 15, or any provision of this Hire Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry.

(b) The rights and obligations of the parties under this Hire Agreement do not merge on completion of any transaction contemplated by this Hire Agreement.

11. Liability

11.1 Australian Consumer Law

If the Australian Consumer Law applies to the supply of any products or services under this Hire Agreement, the relevant party acknowledges and agrees that its products and services come with guarantees that cannot be excluded under the Australian Consumer Law.

11.2 New Zealand Consumer Law

If the New Zealand Consumer Law applies to the supply of any products or services under this Hire Agreement, the relevant party acknowledges and agrees that its products and services come with guarantees that cannot be excluded under the New Zealand Consumer Law.

11.3 Maximum Liability for non-Consumer Law Claims

Unless otherwise prohibited at law, Star RV's aggregate liability for any Loss or Claim arising out of or in connection with this Hire Agreement that is not a Consumer Law Claim (whether under contract, in tort, under statute or otherwise at law or in equity) is limited to an amount equal to the Hire Fees received by Star RV from you for the Vehicle.

11.4 Exclusions

As far as the law permits:

(a) neither party will be liable to the other party for any Consequential Loss;

(b) Star RV has no liability for any damage caused by errors or omissions in any information or instructions provided to Star RV by the Hirer in connection with this Hire Agreement;

(c) Star RV has no liability for any injury, damage or Loss that does not arise from the acts or omissions of Star RV or its Personnel, including without limitation where such injury, damage or Loss arises from or in connection with your use or misuse of the Vehicle;

(d) Star RV has no liability for any Loss to you or your passenger's personal possessions in the Vehicle; and

(e) Star RV disclaims all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law.

12. Force Majeure

12.1 General

Neither party will be liable for any delay or failure to perform its obligations pursuant to this Hire Agreement if such delay is due to an event of Force Majeure Event.

12.2 Notification

(a) If a Force Majeure Event occurs, the party that is or may be delayed in performing its obligations under this Hire Agreement (**Affected Party**) must notify the other party without delay giving the full particulars of the Force Majeure Event and must use its best endeavours to remedy the situation without delay.

(b) When the Affected Party is no longer delayed in performing its obligations under this Hire Agreement, the Affected Party must provide notice to the other party without delay of the cessation of the Force Majeure Event.

(c) Following notice under clause 12.2(b), the parties must meet without delay to agree a mutually acceptable course of action to minimise any effects resulting from the Force Majeure Event.

12.3 Termination for continuing Force Majeure Event

A party may terminate this Hire Agreement on written notice to the other party if a Force Majeure Event continues for a continuous period of 30 days.

13. Complaints

(a) If you have any complaint about our Services or you consider there is a dispute under this Hire Agreement, our Personnel at a Star RV branch, via our call centre or via our Website, will be able to assist you. We will use our reasonable endeavours to resolve your complaint or the dispute within a reasonable time, and in any event within 14 days, of you bringing this to our attention.

(b) If you are not satisfied with our response above, you may escalate the complaint and Star RV will follow its internal complaints handling process in that regard. You may also seek external guidance with respect to your complaint, including from the Australian

Competition and Consumer Commission (if you are in Australia) or the New Zealand Commerce Commission (if you are in New Zealand).

14. General

14.1 Changes to this Hire Agreement

(a) Star RV may change the terms of this Hire Agreement by giving you at least 30 days' written notice.

(b) If the change will have a material adverse effect on you:

(i) you may, within 30 days of receipt of the change notice, notify to us requesting to terminate this Hire Agreement;

(ii) where you give notice under clause 14.1(b)(i), we may either:

(A) accept your request to terminate, in which case this Hire Agreement will terminate 30 days after receipt of your request or

(B) notify you that the change notice is withdrawn, in which case this Hire Agreement will remain unchanged until such time as they are again amended in accordance with this Hire Agreement. For clarity, you will not be entitled to terminate this Hire Agreement if we withdraw such change; and

where we do not respond within 30 days of receipt of a notice under clause 14.1(b)(i), we will be deemed to have accepted your request to terminate.

14.2 Miscellaneous

(a) We are engaged to provide the hire of the Vehicle as an independent contractor of you. Nothing in this Hire Agreement constitutes us or any of our Personnel as an employee, officer, partner or agent of you or vice versa.

(b) A party must not assign or novate, subcontract or otherwise deal with, in whole or in part, any of its rights and obligations under this Hire Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed).

(c) The parties agree that this Hire Agreement embodies the entire agreement between the parties and will be the sole terms applicable to the supply of the hire of the Vehicle to you.

(d) The laws of Queensland, Australia govern this Hire Agreement. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.

(e) A clause or part of a clause of this Hire Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause of this Hire Agreement continue in force.

(f) Star RV provides to third-party agent, reseller or travel partner current Terms and Vehicle specifications. Any discrepancies regarding Terms, Vehicle information, or Vehicle category should be raised with the original booking provider. Vehicle layouts, interiors, colours and other non-essential features may vary between Vehicles of the same category, and images are for illustrative purposes only.

14.3 Notices

A notice, consent or communication under this Hire Agreement must be in writing, signed by or on behalf of the person giving it, addressed to the receiving person, and will be given and received as follows:

(a) if it is hand delivered, on the day it is given;

(b) if it is sent by post, three Business Days after posting; and

(c) if it is sent by email, that day, if the time of departure from the sender's mail server is before 5.00pm on a business day, or the next business day in any other case.

15. Definitions and interpretation

15.1 Definitions

The following definitions apply in these Terms, unless the context requires otherwise:

Accident means any incident involving the Vehicle that results in Damage, Star RV Loss or Third Party Loss, and includes without limitation:

(a) a collision between the Vehicle and another object, person or animal;

(b) a collision or series of collisions involving the Vehicle and one or more third party vehicle;

(c) rollovers; and

(d) weather damage, including hail damage.

Additional Driver means any additional Authorised Driver notified and approved by Star RV during the Hire Term.

Additional Fees has the meaning given in clause 5.3(a)(ii).

Affected Party has the meaning given to that term in clause 12.2(a).

Authorised Driver means the person or persons named as the authorised driver in the Confirmed Booking.

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time.

Booking Request has the meaning given in clause 2.1(a).

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in the location where the Vehicle is picked up.

Business Hours means the open and closure times of the relevant branch location as advertised on our Website.

Confirmed Booking has the meaning given in clause 2.1(c).

Consequential Loss means any Loss not arising as a natural consequence of a breach or other event giving rise to liability of a party, and for clarity, includes without limitation missed connections, missed flights, missed activities, disrupted travel or holiday plans, additional accommodation or living expenses or loss of enjoyment or opportunity.

Consumer Law Claims means any Claims brought by the Hirer under or pursuant to (to the extent applicable) the Australian Consumer Law or the New Zealand Consumer Law.

Damage means damage that is caused by the Hirer or a Permitted Person, or a person the Hirer or Authorised Driver has allowed or enabled to access the Vehicle, that has caused:

(a) any loss or damage of or to the Vehicle including its parts, components and accessories, including GPS unit, that is not fair wear and tear;

(b) Loss of Use; and

(c) any damage to the windscreen, headlights, lights or tyres that make the Vehicle unroadworthy and is not fair wear and tear.

Deposit has the meaning given in clause 2.3(a).

Excess Option means the excess option selected by the Hirer as set out in the Confirmed Booking.

Fees mean the amounts payable by the Hirer to Star RV as contemplated under this Hire Agreement, and as specified or calculated in accordance with the Confirmed Booking, including without limitation Hire Fees, Additional Fees and any amounts payable in connection with the Excess Option, as applicable.

Fines has the meaning given in clause 5.2(a).

Force Majeure Event means a matter beyond the reasonable control of a party and includes without limitation an act of God, national emergency, terrorist act, sabotage, flood, storm, earthquake, fire, explosion, epidemic, pandemic, civil disturbance, insurrection, riot, war, industrial action, lockout, rebellion, quarantine, embargo and other similar governmental action or a general and continued energy shortage, power or utilities interruption, a failure in the electricity supply, but cannot apply with respect to the payment of money due under this Hire Agreement.

GST means GST within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the *Goods and Services Tax Act 1985* (NZ).

Hire Agreement has the meaning given in clause 2.1(c).

Hire Fees means the fees set out in the Confirmed Booking for your hire of the Vehicle and any related accessories or modifications during the Term.

Hire Term means the hire period of the Vehicle starting on the Start Date and Time and ending on the Return Date and Time.

Loss means any and all liabilities, obligations, losses, damages, claims, deficiencies, penalties, taxes, levies, actions, judgments, settlements, suits, costs, legal fees, accountant fees, disbursements or expenses but excludes any amount which the relevant party receives under any insurance policy which provides coverage for the liability in question.

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

New Zealand Consumer Law means the *Fair Trading Act 1986* and the *Consumer Guarantees Act 1993*, each as amended from time to time.

Permitted Person mean any Authorised Driver, any person the Hirer permits or allows to drive the Vehicle, any invitee of the Hirer or any passenger in the Vehicle.

Return Date and Time means the date and time that the Hirer must return the Vehicle to the drop off location as set out in the Confirmed Booking.

Security Bond means the Security Bond described in the Confirmed Booking or this Hire Agreement.

Start Date and Time means the date and time that the Hirer must collect the Vehicle from the pick up location as set out in the Confirmed Booking.

Terms has the meaning given in clause 1(a).

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

Unauthorised Location has the meaning set out in clause 4.3(j).

Valid Driver's Licence is a licence that complies with clause 3.3.

Vehicle means the Vehicle described in the Confirmed Booking and includes its parts, components and accessories.

Website means Star RV's Website available at https://www.starrv.com , as amended from time to time.

Weekend means a Saturday and or Sunday at the vehicle pick up and or drop off location.

15.2 Interpretation

In this Hire Agreement:

(a) no rule of construction applies to disadvantage of a party because that party prepared this Hire Agreement;

(b) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;

(c) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(d) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', or 'for example' (or

similar phrases) do not limit what else might be included;

(e) if any day on or by which a person must do something under this Hire Agreement is not a Business Day, then the person must do it on or by the next Business Day; and

(f) a reference to '$' or 'dollar' is to Australian currency when making a Confirmed Booking for travel within Australia.

(g) a reference to '$' or 'dollar' is to New Zealand currency when making a Confirmed Booking for travel within New Zealand.

Schedule 1 Excess Reduction Options

1. Options

Here at Star RV, we want you to travel with confidence while enjoying your use of our Vehicle. That's why we make the following excess reduction options available to you for the Fees listed at the time of making a Booking Request:

(a) **Risk Taker:** Please see further details at clause 2 below;

(b) **Essentials:** Please see further details at clause 3; and

(c) **Comprehensive:** Please see further details at clause 4,

(d) **Windscreen and Tyre Cover:** Please see further at clause 5,

(together, **Excess Options**).

You must select an Excess Option at the time of making a Booking Request. All Excess Options are also subject to the General Excess Options Terms set out in clause 5 below. Please also see the definitions in clause 6.1 that explain how each type of damage is defined.

Please note that different inclusions, excess liability, bond requirements and claim/administration fees apply depending on the Excess Option and Vehicle selected.

You acknowledge that any excess reduction purchased applies solely to the Vehicle and does not constitute travel insurance. You remain responsible for all other risks associated with your Confirmed Booking.

2. Risk Taker

(a) If you:

(i) select the Risk Taker option; or

(ii) otherwise do not select an Excess Option,

the inclusions, excess liability, bond required and claim/administration fee for the Risk Taker option set out on our Website or advised to you by our call centres at the time of making a Booking Request will apply.

(b) Without limiting the General Excess Options Terms set out below and clause 2(c), if the Risk Taker option applies, You will be liable for the Maximum Excess Liability for all Loss or Damage.

(c) If You select Windscreen and Tyre Cover as an additional option, subject always to the General Excess Options Terms, your liability with respect to Windscreen Damage and Tyre Damage will be decreased to nil in accordance with clause 5 below.

3. Essentials

(a) If you select the Essentials option, the inclusions, Maximum Excess Liability, bond required and claim/administration fee set out on our Website or advised to you by our call centre at the time of making a Booking Request apply.

(b) Without limiting the General Excess Options Terms and the exclusions in clause 3(c) below, if the Vehicle is involved in:

(i) a single-vehicle Accident where the Vehicle Suffers Body Panel Damage only; or

(ii) an Accident with a third party that causes Third Party Damage,

Your excess liability will be capped at $1,500 per claim.

(c) If:

(i) the Vehicle suffers any other form of Damage including Overhead and Roof Panel Damage, Windscreen Damage and/or Tyre Damage or the Vehicle causes, or you otherwise suffer any other form of Loss; or

(ii) the Loss or Damage was caused whilst the Vehicle was being operated other than in accordance with the Hire Agreement,

and subject always to 3(d) below, Your liability for that Loss or Damage will be the Maximum Excess Liability payable with respect to the vehicle.

(d) If You select Windscreen and Tyre Cover as an additional option, subject always to the General Excess Options Terms, your liability with respect to Windscreen Damage and Tyre Damage will be decreased to nil in accordance with clause 5 below.

4. Comprehensive

(a) If you select the Comprehensive option, the inclusions, Maximum Excess Liability, bond required and claim/administration fee set out on our Website or advised to you by our call centre at the time of making a Booking Request apply.

(b) Without limiting the General Excess Options Terms and the exclusions in clause 4(c) below, if the Vehicle is involved in:

(i) an Accident where the Vehicle Suffers Body Panel Damage, Overhead and Roof Panel Damage or Single Vehicle Rollover Damage;

(ii) an Accident with a third party that causes Third Party Damage; or

(iii) the Vehicle suffers Windscreen Damage or Tyre Damage,

Your excess liability will be nil per claim.

(c) If:

(i) the Vehicle suffers any other form of Damage or causes you otherwise suffer any other form of Loss; or

(ii) the Loss or Damage was caused whilst the Vehicle was being operated other than in accordance with the Hire Agreement,

Your liability for that Loss or Damage will be the Maximum Excess Liability payable with respect to the Vehicle.

5. Windscreen and Tyre Cover

(a) If you select Windscreen and Tyre Cover, the inclusions and claim/administration fee for Windscreen and Tyre Cover set out on our Website or advised to you by our call centres at the time of making a Booking Request will apply.

(b) Without limiting the General Excess Options Terms set out below and clause 2(c), if you purchase Windscreen and Tyre Cover, Your liability for Windscreen Damage and Tyre Damage will be nil.

6. General Excess Options Terms

6.1 Defined Terms

For the purposes of these terms:

(a) Maximum **Excess Liability** means the excess payable by you where Loss or Damage is covered under these terms and a reduced excess liability is not available. The Maximum Excess Liability may be up to $7,500 per event. The Maximum Excess Liability for each Vehicle is set out on our Website and will be provided to you at the time of booking and/or collection the Vehicle.

(b) **Third Party Damage** means any damage caused by a Vehicle to a third party or to a third party's property including other motor vehicles;

(c) **Body Panel Damage** means any damage to the front, back, sides or underbody of the Vehicle including panels and windows, but excluding tyres, windscreens or the overhead or roof panels of the Vehicle;

(d) **Windscreen Damage** means any damage to the glass that forms the front windscreen of the Vehicle including chips and cracks;

(e) **Tyre Damage** means any damage to a tyre, including the spare tyre of the Vehicle, and includes punctures or blowouts but does not include damage to the rims;

(f) **Overhead and Roof Panel Damage** means any damage to the roof including through contact with overhead objects; and

(g) **Single Vehicle Rollover Damage** means any incident or Accident where the Vehicle has rolled, tipped (i.e. one or more wheels have left the ground) or fallen over without colliding with another vehicle, and this has caused damage to the Vehicle, including without limitation to the roof and/or sides of the Vehicle.

6.2 General cover

(a) The maximum liability we cover under any excess option, including where the Maximum Excess Liability is applicable, is $2,000,000 in the aggregate for all Claims with respect to that Vehicle.

(b) If your Excess Option requires that a bond is paid, that bond must be paid by credit or debit card only. Please note the relevant amount will be debited from your credit or debit card immediately at the time of picking up the Vehicle.

(c) Your liability for Loss or Claims will be assessed on a separate basis for each Accident, incident or other damage. By way of example only, this means that you may be required to pay your excess liability amount more than once for a given rental under this Hire Agreement.

(d) To the extent that you are provided with a replacement vehicle as a result of an Accident, your Excess Option will not be transferable to the replacement vehicle and any excess liability and bond for that replacement vehicle will be twice the amount paid with respect to the original Vehicle.

(e) Where the Vehicle has been returned during or outside office hours and has undiscovered damage to Vehicle that has not been reported to Star RV or is not covered in full by your Excess Option, you will be charged for the cost of such damage and we will provide you with a summary of the required repairs or replacement work.

(f) Where an Accident involves a third party, Star RV may, in its discretion, require you to pay the excess liability amount to us (irrespective of whether fault has been determined yet), and you must pay such amount to us on demand. We are not required to wait until expiry of the Hire Term to make such a request.

(g) Where Third Party Damage is included in your Excess Option, we will refund all or part of any excess liability amount you have paid to us if Star RV is successful in recovering all costs in connection with the Accident from a third party involved in, and responsible for, such Accident.

6.3 Exclusions for all Excess Options

While the Excess Options are designed to give you additional comfort while using the Vehicle, the Excess Options will not reduce your liability with respect to any events or Damage that may arise from your use of the Vehicle.

None of the Excess Options will cover or otherwise respond in the following events or in respect of the following fees, Damages, Losses, expenses and/or costs and you will be liable for these in full:

(a) theft or attempted theft of the vehicle or its contents where reasonable precautions were not taken by You to protect against that theft or attempted theft;

(b) the driver of the Vehicle is under the influence of alcohol or any drug that affects their ability to drive the Vehicle;

(c) the Vehicle is in an unsafe or unroadworthy condition that arose during the Hire Term, and such condition has caused or contributed to the damage or loss, and your or any Authorised Driver of the Vehicle was aware, or ought reasonably to have been aware, of the unsafe or unroadworthy condition of the Vehicle;

(d) the Vehicle is driven by any person not identified as an Authorised Driver;

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

(f) the Vehicle is used in any off-road conditions, including on any unsealed road (including without limitation a road not sealed with a hard material such as tar, bitumen or concrete). Off-road conditions include without limitation fire trails, beaches, sand, tracks, fields or paddocks. The only exception is the reasonable use of access roads to recognised commercial campgrounds that are less than 12 kilometres in length;

(g) the Vehicle is driven when a warning light appears or when the coolant temperature gauge enters a red zone (High);

(h) the Damage is caused by or relates to the use of roof racks, snow chains or other accessories or modifications on the Vehicle where such roof racks, snow chains or other accessories or modifications have not been hired through Star RV;

(i) the Vehicle, including its accessories and spare parts, are Damaged due to incorrect fitting or use of snow chains, ski/snowboard racks, awning, roof racks, roof tent, bicycle racks or other accessories or modifications;

(j) the Vehicle is driven on a road or ski resort access road without snow chains when snow chains are required to be fitted by the relevant local roads and transport authority, the relevant ski resort or Star RV acting reasonably;

(k) the costs to replace keys which have been lost, broken or damaged, or the cost of retrieval of keys which have been locked inside a Vehicle for any reason;

(l) all costs as a result of breakages, loss, theft, damage or defacement of the Vehicle's interior caused by or contributed to by you or any Permitted Person;

(m) all damage and costs caused by or in connection with reckless conduct or wilful misconduct of you or any Permitted Person. For example, no Excess Options will apply in connection with any incidents involving sitting or standing on the bonnet, boot or roof of the Vehicle or propelling an object from the Vehicle;

(n) if the Vehicle is wilfully or recklessly damaged or is lost as the result of the wilful or reckless actions of the Hirer or any Permitted Person. For example only, wilful or reckless damage includes without limitation any punctures or damage to tyres or rims caused by or contributed to by the Hirer or any Permitted Person, burning out a clutch and any damage arising from using the Vehicle to propel any other vehicle;

(o) the costs relating to the delivery of a replacement Vehicle required as a result of any of the exclusions listed in this clause, except where Star RV is in material breach of the Hire Agreement;

(p) the incorrect use of fuel (being diesel or petrol) for the Vehicle, or the use of: (a) fuel which should not be used ; (b) the use of Bio-Diesel which should not be used; or (c) water; or (d) other contamination of fuel or water of the Vehicle, in each case, which should not be used for that Vehicle or which is otherwise of a poor quality, negligently used by you or causes the Vehicle to suffer Damage;

(q) retrieval or recovery of a Vehicle back to road level. For example only, a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in any way;

(r) the Vehicle is operated in any race, speed test, rally or contest or the Vehicle is used for the purpose of reward (for example, as a taxi or courier vehicle);

(s) the Vehicle is driven by any person who, at the time when that person drives the Vehicle, is disqualified from holding or has never held a driver's licence appropriate for that Vehicle, or such person is not legally entitled to drive the Vehicle in the place(s) where the Vehicle is driven;

(t) the Vehicle is operated outside the Hire Term or any agreed extension of that term;

(u) the Vehicle is Damaged or requires cleaning, or we incur associated costs arising from animals inside the Vehicle;

(v) if a driver of the Vehicle is convicted of any driving offence under applicable laws in connection with the Vehicle; or

(w) if the Vehicle is loaded or is being loaded in excess of the manufacturer's specifications or other requirements as notified by Star RV from time to time.

Schedule 2 – Additional Fees

If Star RV determines (acting reasonably) that the following additional fees are applicable to your hire of the Vehicle, you must pay these amounts to Star RV on demand. Star RV may amend, update or vary these Additional Fees from time to time at its discretion.

Item	When does this apply?	Additional Fee
AA/RACQ call out fee	For any non-mechanical breakdown (e.g. refuelling, incorrect filling of fuel or water in the vehicle, jump starts, tyre related incidents, salvage, lost keys and keys locked in the vehicle).	Actual fee charged by the third party service provider to you or Star RV on your behalf.
Additional Drivers	Adding an Additional Driver to the Hire Agreement.	As set out in the Confirmed Booking or in terms we provide upon your collection of the Vehicle or our Website.
Additional products	Child/booster seats, roof racks, snow chains, picnic tables and chairs - all subject to availability. Replacement costs apply if they are damaged or lost.	As set out in the Confirmed Booking or in terms we provide upon your collection of the Vehicle, plus replacement cost if they are damaged or lost.
After hours fee	Vehicle is picked up or returned outside of our Business Hours on the date due for pick up or return regardless of if written approval was provided or not.	$200 after hours fee.
Booking amendment fee	When you request an amendment to a Confirmed Booking that is processed by contacting our reservations team via our call centre or in person a booking amendment fee applies.	$50 booking amendment fee applies per amendment. All changes are subject to availability. Changes to vehicle type or rental dates are not guaranteed and may result in revised rates based on the Confirmed Booking.
Claims/damage admin fee	Processing paperwork for a claims or damage incident.	$125 payable immediately per claim or damage incident regardless of if excess reduction cover has been taken or not.
Cleaning fee	Vehicle is returned dirty OR evidence of smoking or animals in vehicle OR grey water or toilet cassette not emptied.	Up to $299 general cleaning fee and up to $500 cleaning fee to empty grey water/toilet.
Damage/repair costs	Vehicle or third-party property is damaged during hire where no excess reduction option applies.	Actual damage or repair costs to the Vehicle or third-party property and the daily rental rate for the Vehicle while the Vehicle is unavailable for hire by Star RV due to repair.
Dog fee	A fee applies per booking, per dog when travelling with approved dogs. This fee must be paid at the time of booking and covers standard post-hire cleaning only. Additional fees may apply if the vehicle is returned with excessive animal hair, soiling, odour, or damage caused by the dogs.	$299 per booking, per dog for a maximum of up to two dogs per eligible vehicle.
Flexible Booking fee	No cancellation fee up to 7 days prior to pick-up, and one (1) Booking amendment fee waived. This fee must be purchased at the time of Confirmed Booking and is non-refundable. It may only be used once and does not apply within 7 days of pick-up or in the event of a no-show.	As set out in the Confirmed Booking.
Infringement admin fee	Processing an infringement into the Hirer's name for traffic or speeding fines, freedom camping fines or local authority infringements received during hire.	$80 per infringement.
Late payment fee	If the full balance is not received at least 7 days prior to the vehicle pick up date as set out in the Booking Confirmation a late payment fee will apply.	$100 late payment fee.
Late return fee	Vehicle is returned after the date and time listed in the Agreement.	Daily rental rate until the vehicle is returned plus Losses suffered by Star RV in relation to the failure to return the vehicle on time.
Linen exchange	Where the full set of linen (sheets, duvets, towels) provided with the vehicle is requested to be replaced or exchanged during the hire period at the Star RV branch.	$40 per Linen exchange (may be waived depending on excess reduction option selected).
LPG fee	Applicable to all hires of vehicles fitted with LPG. This fee covers the provision of LPG during the hire and customers are responsible for refilling LPG during the hire at their own cost if required.	LPG fee of $40 per hire (may be waived depending on excess reduction option selected) as set out in the confirmed booking or in terms we provide upon collection of the vehicle.
One-way fees	When hiring a vehicle and returning it to a different Star RV location.	As set out in the Confirmed Booking or in terms we provide upon your collection of the Vehicle.
Premium location fee	Premium location fee for branch pick up site.	As listed in the Confirmed Booking or in terms we provide upon your collection of the Vehicle.

Public holiday and Weekend surcharge	Premium to be able to pick up or drop off on public holidays, Weekends and observed days.	Charged per pick up and per drop-off as set out in the Confirmed Booking or in terms we provide upon collection of the vehicle.
Refuelling fee	Returning vehicle not full of fuel.	$40 admin fee + amount refuelled charged at Star RV's applicable refuelling rate.
Road User Charges (RUC)	Vehicle uses Diesel Fuel and is subject to RUC. The RUC will be calculated and charged on return of the vehicle based on the kilometres travelled during the hire.	$0.08 per kilometre.
Toilet chemicals	If additional Toilet chemicals are requested by the customer during the hire period at the Star RV branch.	$4 per additional Toilet chemical supplied.
Toll admin fee	If you travel on a toll road, Star RV will charge all tolls and associated Toll admin fee to your nominated payment method based on the Vehicle's licence plate.	Actual toll charges incurred (as charged by the third-party toll provider) plus a toll administration fee per toll, as set out in the terms provided at vehicle collection.
Unauthorised drop off fee	Vehicle is not returned to the location listed on the Agreement.	Up to $1000 retrieval fee.
Unauthorised Travel	Vehicle is driven through or on an Unauthorised Location.	$250 per violation. Additional consequences may include voiding of any Liability Reduction or Excess Cover and full liability for all associated damage, recovery, towing and third-party costs.
Windscreen and Tyre Cover	Where the Windscreen and Tyre Cover is purchased by the customer. This cover limits the customer's liability for Windscreen Damage and Tyre Damage (as defined in this Agreement) occurring during the hire period.	As set out in the Confirmed Booking or in terms we provide upon your collection of the Vehicle or our Website. (may be waived depending on excess reduction option selected).