

Rental Terms and Conditions - Camptoo Australia
Version 1.6
Melbourne, February 15, 2022

1. Definitions

- a. Driver: The Renter and any person permitted by the Renter to drive the vehicle during the rental under the full responsibility of the Renter;
- b. Camptoo: Camptoo Australia Pty Ltd, Suite 20, 36-38 Gipps Street, 3066 Collingwood, Victoria, Australia. Registered at ASIC under number: 615301187;
- c. Verifications: identity verification and / or vehicle verification carried out by Camptoo and / or the Insurer;
- d. Owner: the person who is the rightful Owner of the Rental;
- e. Excess Risk: the amount per incident that the Renter is liable for in case of Breakdown or Damage. The amount is stated on the Booking Overview.
- f. Rental: the Owner's Camping Vehicle that is hired by the Renter;
- g. Renter: the person who hires the Camping Vehicle from the Owner;
- h. Rental Agreement: the agreement that is established through the Website between Owner and Renter, wherein Camptoo acts as a commercial agent for the Owner;
- i. Rental Period: the period the Renter has rented the vehicle from the Owner;
- j. Rental Price: the agreed rental price for the use of the camper or caravan during the Rental Period, including service fees and booking fees but excluding optional extras like excess risk insurance, travel insurance or cancellation insurance;
- k. Inventory List: an overview of the Rental's inventory at the start of the Rental Period;
- l. Camping Vehicle: a motorhome, a van, a mobile home, (stationary) caravan, camper trailer, trailer tent or any other vehicle that is suitable for overnight accommodation;
- m. Breakdown: breakdown or damage of the Rental howsoever arising making it irresponsible/unsafe/impossible to continue driving the Rental;
- n. Repair Costs: costs that are incurred in the event of Breakdown, in order to return the Rental to the same condition as prior to the Breakdown. Proof of such Repair Costs are purchase receipts for replacement parts and materials as well as repair invoices that meet the local legal requirements for tax receipts. Labour costs can be included as repair costs provided they have also been specified in an invoice meeting local legal specifications and said invoice is issued by a company registered with ASIC;
- o. Booking Overview: the Booking Overview is made available via the Website to the Renter and Owner immediately after the payment has been made, or a revised Booking Overview which both the Renter and the Owner have agreed upon in writing has been made available;
- p. Damage: damage (other than a Breakdown) to the Rental howsoever arising during the Rental Period. Damage does not include: wear and tear of parts that normally last less long than the vehicle itself, unless caused by negligent behavior on the part of the lessee. The Website defines this definition in more detail.
- q. Insurer: the insurance company through which the Owner's Camping Vehicle is insured for rental;
- r. Website: the platform that is accessible via the Camptoo mobile app and the current and all future Camptoo websites (including but not limited to www.Camptoo.nl, www.Camptoo.be, www.Camptoo.com, www.Camptoo.com.au, www.Camptoo.co.uk, or any other Camptoo website and underlying pages) and that offers Renters and Owners the possibility to hire and / or to rent out a Camping Vehicle.
- s. Listing: the publication of details about an Owner's Camping Vehicle on the Website.
- t. Security Bond: an amount per Rental paid by the Renter against which may be offset any additional expenses incurred during the Rental Period.

2. General

- 2.1. These rental conditions apply to the Rental Agreement.
- 2.2. Deviations from these rental conditions are only valid if agreed upon in writing.
- 2.3. If one or more of the terms in these rental conditions are void or become void, the other terms of these rental conditions remain valid. The void or voided terms will be replaced, whereby the purpose and intent of the original term(s) will be taken into account as much as possible.
- 2.4. Camptoo reserves the right to change the rental conditions and to declare the amended rental conditions applicable to the existing agreements. Changes will be announced in writing or by e-mail and will take effect 20 days after the announcement.

3. Advertising of the Camping Vehicle via Camptoo

- 3.1. The Owner must ensure that, from the moment the Camping Vehicle is listed on the Website, the Camping Vehicle complies with local applicable laws and regulations for driving on public roads, as well as the requirements in Appendix A.
- 3.2. The Owner must accurately and truthfully display and describe the Camping Vehicle. The Owner is solely responsible for any content that it makes available on or through the Website and the Owner represents and warrants that the content will not infringe, misappropriate or violate a third party's intellectual property rights or any applicable laws. If in the reasonable opinion of Camptoo any Owner content infringes any of these terms it reserves the right to remove such content with any further notice. If the vehicle is equipped with a vehicle tracking system, the Owner is obliged to make this known to the Renter in the Listing, and the Renter is then assumed to be aware and in agreement with this.
- 3.3. The Owner is solely responsible for setting the nightly rate. Once a Renter requests a booking of an Owner's Camping Vehicle and has been provided with the Rental Price the Owner may not request that the Renter pays a higher nightly rate or additional fees to those mentioned in the booking request unless the Renter's requirements change.
- 3.4. As soon as the Rental no longer meets the requirements in the above 3.1, 3.2 and/or 3.3, the Owner must immediately remove the Rental from the Website. If a removal of a Rental results in the cancellation of one (or more) future Rental Periods, the Owner is liable for any cancellation costs as described in 14.3.
- 3.5. The Owner must keep the availability and rates of the Rental up-to-date at all times via the Website.
- 3.6. Owners who operate their Camping Vehicles as part of a business must ensure their company name or website is not visible in the Listing, contact details or photos. If it is visible, this can be interpreted as an intent to establish a rental period outside of the Website as prohibited in the General Terms & Conditions.

4. Booking and the realization of the Rental Agreement

- 4.1. A Renter can only submit a booking request via the Website. The Owner must respond to a booking request within 24 hours. If the Owner accepts the booking request, the Renter will be notified by Camptoo via e-mail and SMS. Camptoo acts solely as a commercial agent on the behalf of the Owner in this transaction.
- 4.2. The Rental Agreement comes into effect after a (down) payment has been made as described in 5.2.

5. Payment

- 5.1. Payments that the Renter owes to the Owner, in accordance with the Rental Agreement, must be made and processed via the Website. The Owner must not request and the Renter must not make any payments in relation to a Rental other than via the Website.

5.2. After the Renter's Booking Request has been approved by the Owner through the website, the Renter can complete the Booking Request by making a downpayment of 25% of the Total Travel Price. The downpayment as well as all other payments must be processed through the Website. The Renter must pay the remaining balance of the Total Travel Price when Camptoo requests this. If the rental request is submitted 8 weeks or less before the start of the Rental Period, then the Renter must pay 100% of the Total Travel Price to complete the Booking request.

5.3. Payments must be made via payment links provided on the Website, unless otherwise instructed by Camptoo. Payments must be made for the correct amount and in the right currency.

5.4. If any extra charges or expenses are incurred during the Rental Period, those charges and expenses will be charged to the Renter after the Rental Period has ended. Such charges and expenses that could be charged to the Renter include:

- a. loss of or damage to the Camping Vehicle as a result of failing to comply with this Rental Agreement or howsoever arising;
- b. Extra Rent as a result of late return of the Rental, 11.1;
- c. repair costs or replacement costs in the event of damage, up to the maximum excess of the Insurance Policy per incident;
- d. tolls and fines incurred by the Renter with the Rental during the Rental Period;
- e. extra mileage;
- f. fuel costs if the Rental has not been returned with the same amount of fuel in the tank;
- g. cleaning costs of up to a maximum of AUD 400, with a going rate of AUD 15- per 15 minutes of work, except when it is evident that professional cleaning services are needed. If this is the case, Owner is entitled to charge such additional cleaning costs as are reasonable in the circumstances.;
- h. administration costs as described in article 14; and
- i. other additional costs (if notified in advance in accordance with 11.10).

Owner will provide reasonable proof of these costs as required by Camptoo.

5.5. The Owner can use the security bond to capture the costs outlined in 5.4 from the Renter. If the security bond is not sufficient, the extra costs will be invoiced to the Renter separately. Renter will be required to pay such costs within 7 days.

6. Security bond

6.1. The Security Bond per Rental Period and Rental is stated in the booking overview. The Renter must pay or authorize the Security Bond through the Website at least one day before departure, otherwise an additional AUD 30 handling fee is charged to The Renter by Camptoo. The Camping Vehicle cannot be issued as long as the Security Bond has not been paid. Camptoo manages the Security Bond on its third-party account during and after the Rental Period until any additional costs and damages have fully been settled between the Owner and the Renter.

6.2. Camptoo will send a final invoice within 5 working days, after the end of the Rental Period, and remove the credit card authorization or refund the Security Bond to the Renter, minus any additional costs owed by the Renter, assuming that a) no surcharges have been filed or all surcharges have been accepted by both parties and b) no Damage has occurred during the Rental Period.

If Damage has occurred during the Rental Period, then Camptoo will send a final invoice within 5 working days of the costs arising from that Damage being determined among Owner, Renter and Insurance companies (if applicable). Camptoo will then remove the credit card authorization or refund the balance of the Security Bond to the Renter, minus any additional costs owed by the Renter.

6.3 In the event that the amount owed by the Renter as a result of Damage, Breakdown or howsoever arising exceeds the amount of the Security Bond the invoice issued pursuant to 6.2 above will be payable by the Renter within 14 days of issue.

7. Making the Rental available

7.1. The Owner must make the Rental available to the Renter at the location, time and date as stated in the Booking Overview. The Rental must be clean from the inside and the outside, and must include the inventory, accessories and properly functioning amenities as indicated in the advertisement on the Website at the time of the down payment by the Renter.

7.2. If the Owner is expected not to (be able to) make the Rental available at the agreed times, or cannot offer a different Rental which satisfies the Renter, then the Renter is entitled to cancel the booking according to 13.1.

7.3. If not all accessories and amenities shown in the Listing are present in the Rental or if these are not all functioning properly, the Renter can ask for a 5% refund on the rent per missing or non-functioning accessory or amenity (up to a maximum of £50 per accessory or amenity and a total of 25% refund), or the Renter can cancel the Rental Agreement in accordance with 13.1 if the impact is severe enough. The Renter needs to inform the Owner as soon as the default becomes apparent, document this and provide proof of the default if requested, as well as allow the Owner a reasonable amount of time to remedy the situation.

7.4. When handing over the Rental the Owner must hand over the following documents to the Renter:

- a) A valid insurance certificate of the Rental or copy thereof;
- b) Any documents required by your government to be present with the vehicle at all times, f.i. registration documentation, but never the papers that are needed to transfer ownership;
- c) The Rental's user manual (if available); and
- d) The Rental's inventory (if available).

7.5. Prior to or upon collection of the Rental the Owner must obtain from the Renter:

- a) Driver details and information;
- b) Copy of Driver's Driving Licence;
- c) if the Owner's insurance does not include roadside assistance, a Copy of the Renter's certificate of travel insurance covering roadside assistance during the rental period.

7.6 The Owner must give the Renter instructions for both driving the Rental as well as the proper use of the accessories and amenities.

7.7. The Owner must state any pre-existing defects and damages to the Renter. If it appears that the Owner is attempting to pass on any pre-existing damage(s) to the Renter, the actual costs for compiling an expert report, claims handling and extra administrative actions (such as reporting to the police for fraud) are at the Owner's expense .

7.8 if any condition mentioned in the Listing contradicts these Rental Terms and Conditions, these Rental Terms and Conditions overrule any condition mentioned in the Listing.

7.9 The Listing and all features, conditions, house rules and rates that apply at the time of payment, apply until the Rental Period has ended and any damage and additional costs have been settled. Changes to these features, conditions, house rules and rates are only permitted in written agreement with the Renter.

7.10. If a third party arranges the hand-over, the rental conditions still apply to the Owner.

7.11 The Renter is responsible for filling in the transfer form when picking up the Rental, as described in 8.

7.12 If the Insurance Policy of the Owner requires them to comply with any additional requirements or obtain any additional documents for their records, it's the owner's responsibility to get these from the Renter. For example: a traceable money transaction.

7.13 During the term of this Agreement the Owner must, at the Owner's expense, take out and maintain with an insurer approved by Camptoo:

- a) a comprehensive policy that provides cover for areas including indemnity for up to the full market value of the Camping Vehicle in the event of fire or theft;
- b) indemnity for third party loss;
- c) cover for use of the Camping Vehicle as a Rental and by a Driver; and
- d) a public liability policy that provides cover for at least AUD 6,000,000 per claim.
- e) if the Owner operates a registered business. The Owner must supply their own public liability, and business liability insurance.

The Owner is additionally advised but not required to take out a comprehensive policy that provides cover for areas including indemnity for up to the full market value of the Camping Vehicle in the event of fire or theft;

7.14 if any condition mentioned in the Listing contradicts these Rental Terms and Conditions, these Rental Terms and Conditions overrule any condition mentioned in the Listing.

8. Transfer Form

8.1 The (digital) transfer form will be considered leading in determining the state of the Camping Vehicle upon start and end of the Rental Period. Confirmation of the digital transfer form will be done by confirming via the form itself and will be considered legally binding. The hard copy transfer form will be physically signed in twofold.

8.2. The (digital) transfer form includes:

- a) the mileage and fuel level as at the start and end of the Rental Period;
- b) a note of any exterior damage;
- c) whether the Rental is clean;
- d) whether the Inventory List is complete and correct;
- e) whether the required documents are present in accordance with 7.4;
- f) whether all accessories and amenities, as indicated in the Listing, are present and functioning properly.

8.3. If the Rental is not in a reasonable clean condition, the person responsible for determining the condition of the Rental must take pictures clearly displaying the state of the vehicle and make these pictures available to Camptoo via the digital transfer form or by sending them to the following email: support@Camptoo.com.au. Photos should clearly show what is not clean. If cleaning takes more than 10 minutes, Renter can ask to be compensated for this at a going rate of AUD 15 per 15 minutes of work.

8.4. Both the Owner and the Renter can approve or dispute the submitted (digital) transfer form by making an objection on the (digital) transfer form and by including photographs to substantiate the objection. If no objection has been made within 30 minutes after the transfer form has been submitted, the (digital) transfer form will automatically be approved. For the paper version of the transfer form both parties need to sign the form prior to starting the Rental Period, and damage must be noted on the form under 'remarks'.

8.5. Upon picking up the Rental, the Renter and Owner must report via the transfer form any damages and defects present on the interior or exterior of the Rental. After confirming, no damages or defects can be considered pre-existing, with the exception of damages or defects which are not inspectable prior to starting the rental period, such as hidden defects. Such defects should be reported to Owner and Camptoo within 24 hours.

8.6 Upon dropping off the Rental, the Renter and Owner must report via the transfer form any new damages and defects present on the interior or exterior of the Rental. After confirming, no damages or defects can be considered as pertaining to the Rental Period, with the exception of damages or defects which are not inspectable upon dropoff but can clearly be attributed to the Rental Period, such as using the wrong fuel type. Such defects should be reported to Renter and Camptoo within 24 hours.

8.7. In case of usage of the hard copy transfer form, it is the responsibility of both the Owner and the Renter to hold a photocopy of the signed transfer form. Only photocopies of mutually signed transfer forms are taken into consideration in case of any disputes regarding additional charges. If parties disagree on the content, both parties have to sign with the addition of a remark with their name in front of it, stating their position. If one of the parties chooses not to sign, the version of the party that did sign shall be considered leading.

8.8 If the Owner wishes to report damage to the exterior of the vehicle after the Rental Period has ended, the last-signed transfer form will be considered the basis for determining if this damage demonstrably occurred during the Rental Period.

9. Rules of conduct for the use of the Rental

9.1. The Renter guarantees that he/she or the Driver meets the necessary physical and mental requirements of being able to safely drive the Rental.

9.2. The Renter is responsible for all the goods and persons transported in the Rental. It is explicitly prohibited to transport illegal goods (including drugs) in the Rental or to use the Rental for any illegal purpose whatsoever.

9.3. If the Renter is not the Driver, then the Renter must inform the Driver of these rental conditions and ensure that the Driver follows the rental conditions.

9.4. In the event the Rental Agreement is not fulfilled by the Renter, or if the Rental has been misused, the Renter is liable for all directly and indirectly resulting damages. The Renter will in addition be charged a fine of AUD 400, which will go to the Owner. Misuses include:

- a) The Renter going to countries, parts of countries or states other than the ones permitted in the insurance documents and / or stated in the Owner's house rules.
- b) The Renter violating the house rules as stated in the Booking Summary and in the Rental's advertisement on the Website in the section "House Rules".
- c) The Renter renting out the Rental to third parties (subletting).
- d) The Renter ignoring the Rental's warning lights.
- e) The Renter changing travel companions without informing the Owner and Camptoo in writing.
- f) The Renter obscuring the Rental.
- g) The Renter selling the Rental.
- h) The Renter recklessly using the Rental.
- i) The Renter allowing others to use the Rental, or letting other Drivers drive the vehicle, other than the Camptoo-approved Drivers.
- j) The Renter using the Rental for illegal purposes.
- k) The Renter using the Rental for commercial or media purposes without written permission from the Owner and Camptoo.
- l) Any other behavior from which it can be established that the Renter does not act as 'good guests' with regards to the Rental.

9.5. If the Renter puts improper substances in the fuel tank, gas tank, clean water tank and / or waste water tank - including incorrect fuel in the fuel tank or fuel in the clean water tank - then all the repair costs will be at the Renter's expense.

9.6. The Driver must have at least reached the age stated in the Booking Overview and be in possession of a valid driving license which is required to drive the Rental, or required to drive the combination of the Rental and towing vehicle. A driver is only allowed to drive the Rental if a Verification has been carried out through the Website before the start of the Rental Period, and the outcome of the Verification is positive. If the Verification has a negative outcome and causes the cancellation of the Rental Period, the Renter is considered to be at fault and the cancellation policy applies. If the Driver travels through a country where his/her driver's license requires an international driving license, then this Driver must have a valid international driving license.

9.7. The Rental may only be used for the maximum number of people listed on the Website and / or mentioned by the Renter when booking the Rental.

9.8. Each Driver has to hold a driving license which is valid upon at least 1 month after the drop off date and which allows for driving the Rental in all countries and states travelled with the Rental. In the case of a caravan or trailer, the driving license must also be valid to tow this vehicle and the Renter must ascertain that the towing vehicle is legally allowed to tow this vehicle.

9.9. The Renter is liable for any traffic violations and / or any costs related to the use of toll roads during the Rental Period. This liability continues even after (a part of) the security bond has been refunded and expires one year after the end of the Rental Period. Additional charges for traffic violations and / or costs for the use of toll roads by the Renter must be proven by the Owner, by providing evidence that these costs have indeed been incurred by the Renter during the Rental Period. The Owner must advance these costs at any time to prevent any extra charges. Only the costs that would apply if payment was done within 5 working days of the date on the notification can be charged to the Renter.

9.10. The Renter must use and drive the Rental in accordance with the vehicle instructions and (when provided) the Rental's user manual. The Driver and the Renter must, when using the Rental, follow all the instructions provided by the Owner, including instructions that have been uploaded on the Website. The driver must drive the Rental carefully and safely.

9.11. The Rental must be used in accordance with applicable laws and regulations at all times.

9.12. The Rental is only to be used by the Renter for camping purposes. It is only permitted to use the Rental in areas where local law, the house rules and the Insurance Policy allow it. If damage or costs arise because the Renter did not abide by these restrictions and if these costs are not covered by the Insurance company, these costs will be charged to the Renter.

9.13. If the Rental has a technical fault and / or failure, the Renter is obliged to immediately inform the Owner by phone or text message.

9.14 Only the countries, states or regions described on the transfer form and / or stated in the Listing are allowed to be visited with the Rental.

10. Extending or shortening the Rental Period

10.1. The originally agreed upon Rental Period can be extended when both the Owner as well as the Renter agree on the amendment via the Website. The extension is authorised if the Owner agrees to the extension and the Renter has paid for the extension on the Website.

10.2. In accordance with the Rental Agreement, the Owner has the freedom to refuse an extension request. If the Renter does not return the Rental on the mutually agreed upon end date of the Rental Period, the Renter will be liable for the costs as described in 11.1

10.3. If the original Rental Period is extended by a mutual agreement between the Renter and the Owner but the amendment is not confirmed through the Website, these Rental Conditions do not apply and Camptoo services (including insurances) can lose their validity retrospectively. Any costs or conflicts not indisputably stemming from the original Rental Period will not be serviced by Camptoo.

10.4 The Owner is not allowed to demand early return of the Camping Vehicle by the Renter, unless:
(i) the Renter explicitly agrees to this and the Camping Vehicle is returned at an agreed upon time and place, at which time a full refund will be given for unused days (Rent and Service Costs) to the Renter. These costs will be charged to the Owner.

(ii) the Owner can prove that the Renter is guilty of misuse as defined in Article 9.4, in which case the Renter is obliged to follow the Owner's instructions and drive back via the shortest reasonable route to the Owner and return the Camping Vehicle. No refund will be given for unused days in this case.

10.5 If the Renter wishes to return the vehicle early, this is to be done at a time and place agreed upon with the Owner. No refund will be issued for unused days unless agreed upon with the Owner. No refund of service costs will be issued.

11. Returning the Rental

11.1. The Rental may only be returned by the Renter and Drivers, whereby the Rental Conditions remain applicable to the Renter at all times. The Renter must return the Rental to the agreed place and time on the agreed end date of the Rental Period, as described in the Booking Overview. In the event of non-delivery or late return of the Rental to the agreed location, a fee of 250% of the nightly rental rate can be charged to the Renter for each period of 24hrs that the Rental is returned late or on a pro rata basis where the late return is within 24hrs. The split of this extra charge is as follows: 200% of the rate is paid to the Owner and 50% to Camptoo.

11.2. If the Renter cannot return the Rental to the Owner at the agreed place and time, the Renter must record the final state of the Rental through the (digital) transfer form before the due date for handing over the Rental. If the Rental is not returned for reasons other than a Breakdown, any repatriation costs will be charged to the Renter.

11.3. The Renter must clean the Rental's interior (including toilet and tanks) and return the Rental in the same condition as it was on pick-up.

11.4. The Owner is responsible for accurately recording the condition of the Rental during the handover through the (digital) transfer form as described in 8. Only if this has been done according to 8 can the Owner claim any costs as mentioned in 5.4.

11.5. If the Owner is not present at the agreed place for the hand-over of the Rental, the Renter is expected to record the condition of the Rental using the (digital) transfer form as described in 8; this must be done in a true and fair way.

11.6. If the Owner asks a third party to hand-over the Rental, the Owner must inform the Renter in writing. This information must include the name of this person. What the third party states in the (digital) transfer form is seen as if it is specified by the Owner. These rental conditions remain applicable to the Owner.

11.7. If the Renter deliberately fails to mention damage(s) caused to the Rental, the costs for the expertise, claims handling and additional administrative actions (such as reporting to the police for fraud) will be at the Renter's expense.

11.8. Additional costs for the Rental - including but not limited to cleaning costs, inventory rental, linen and/or gas - must be made known in advance in the Listing.

11.9. If the Renter does not return the Rental, Camptoo will support the Owner to call the police and all evidence will be transferred to the police. All direct and indirect costs, including lost rental income, will be at the Renter's expense.

11.10 If the Renter or Owner refuses to sign the Transfer Form, the version that is signed by one of the parties will be considered as the final version documenting the state upon handover. If parties disagree, both parties should independently document the state of the vehicle upon dropoff including photo evidence to enable Camptoo or an expert to determine how to handle the conflict.

12. Damage and insurance

12.1. The Owner must adequately insure the Rental and lawfully get required certifications during the Rental Period. The transfer form indicates how the Rental is insured including the availability of roadside assistance. If this is not filled in correctly, all possible resulting costs will be at the Owner's expense. If the insurance adds specific requirements to the Renter or Driver(s), these should be mentioned in the Listing in order to charge cancellation costs to Renter if they do not meet these requirements.

12.2. Damages and/or defects can always occur to the Rental during the Rental Period. If the Rental breaks down and/or is involved in an accident, the Renter must immediately contact the Owner (after following the necessary safety procedures and precautions). The Renter must follow instructions by local authorities, Owner and Camptoo. Immediately after an accident, before the vehicles involved in the collision have been moved, or if it is a one-sided accident, before the Rental has been moved, the Renter must take photos of the damage and of the location of the accident. Additionally, the Renter must immediately complete the claim form and send a photograph of the completed and signed claim form to the Owner.

12.3. It is forbidden for the Renter to repair a damage or defect without the written consent of either the Owner or the Insurer. In the event the Renter is allowed to contact the Insurer directly and the Insurer accepts the repair and the costs involved, the Owner is to be notified afterwards. In the event the Owner has to consent to a repair and the costs involved, the Owner must do so as soon as reasonably possible but at least within 24 hours or come up with an equivalent alternative. If the Owner fails to comply with the above mentioned time frame, the Owner is deemed to have agreed to the proposed solution.

12.4. If the Rental is involved in a collision, the Renter has to handle according to the local laws and regulations and an appropriate Accident Statement form must be signed by all parties involved, including in any case the Driver and the Renter.

12.5. If the Renter does not comply with Clauses 12.2-12.4, all costs resulting from this will be at the Renter's expense.

12.6. If Damage is excluded from reimbursement according to the Insurer's Insurance Conditions, this is at the Renter's expense, also if it exceeds the excess amount. Examples include -but are not limited to- Damage caused by using the wrong fuel type, offroad driving, driving outside of the coverage area, incorrect use of the awning and driving under the influence.

An exception to this is motor damage, which is at the Owner's expense unless there is sufficient proof of negligence and/or recklessness on the driver's part.

For replacement of non-mechanical parts which raise the value of the Rental, insurances can require Owner to pay for part of the replacement costs excluding labour; this may not be charged to Renter. For such replacements below the excess risk, Camptoo considers a reasonable contribution by Owner to be 0% for parts up to 5 years old, 20% for parts between 5 and 10 years old and 40% for parts over 10 years old.

12.7. In the event of damage, the repair costs must be reported to Camptoo by the Owner through the Website within 10 working days upon return, including a quote and photos clearly showing the damage. If the Owner is unable to do so, the Owner must provide at least a description and photo of the damage within this period. Failure to do so will lead to release of the Security Deposit but will not absolve Renter of responsibility to pay for the Damage.

12.8. If the Renter does not agree the damage occurred during the rental period or does not agree with the repair costs indicated by the Owner, the Renter can have this verified by an independent and qualified claim expert, who can determine the amount of the damage by means of photos of the damage provided by the Owner, or by means of a physical inspection. The amount for repair of the damage determined by the claim expert is binding between the Renter and the Owner. If the Renter wishes to invoke this right, they must indicate so within 48 hours of receiving the quote from the Owner and employ said claim expert at the earliest possible convenience. The claim expert needs to be independent, an expert in damage appraisal for campers/caravans and cannot be (employed by) a damage repair company.

Camptoo will inform the Owner if this right is invoked. If the difference between the amount of the damage indicated by the Owner and the amount determined by the claim expert is less than AUD 150, the costs for the claim expert will be at the Renter's expense. If the amount of the damage is more than AUD 150 cheaper, the costs of the claim expert will be at the Owner's expense. If the independent claim expert requires access to the vehicle or additional pictures of the damage where the damage is clearly visible, the Owner must make the additional pictures available to the claim expert within two working days. If this is not supplied within this time frame, the deposit will be refunded to the Renter and the claim can no longer be pursued via Camptoo.

12.9 Owner and Renter can under no circumstances claim costs for handling or indirect costs related to damages including, but not limited to: emotional damage, time spent, income lost, missed flights or reservations for hotels or campsites, fuel for driving to and from damage repair companies. Exception to this are the costs detailed in article 11.9.

13. Cancellation of the Rental Agreement

13.1. The Renter may refuse the Rental if he/she believes (within reason) that it is not suitable and / or the amenities and / or accessories do not match the advertisement as shown on the Website. The Renter may cancel the Rental Agreement if this occurs. The Renter does not have to pay any costs in this case, and Camptoo will charge the Owner with a 15% cancellation fee. In this case, the already paid Rental Price and bond will be paid back in full to the Renter. If the Renter decides not to cancel but to use the Rental nonetheless, then this is entirely at the risk of the Renter.

13.2. The cancellation conditions apply to the Rental Agreement and are specified in the advertisement and agreed to when the Renter pays for the Booking request.

13.3. The Owner is allowed to cancel the Rental Agreement free of charge before the Renter has paid the (down)payment. After the (down)payment, the Owner can only cancel the Rental Agreement free of charge in cases of force majeure (as defined on the Website). If force majeure is not proven beyond doubt or not supported by proof, Camptoo has the right to acknowledge or deny a claim of force majeure at its discretion.

13.4. In the event of a cancellation, Camptoo will try to find a suitable replacement vehicle available to the Renter. The Renter is not obliged to accept this replacement, but cancellation conditions may be applied in this case. Camptoo will charge the Owner with a AUD 150 cancellation fee per cancelled Rental Agreement irrespective of the booking length, and in addition the Owner will be charged any rebooking costs up to a maximum of AUD 400 per cancelled Rental Agreement.

13.5 If the Owner has already received payment for a booking and needs to refund costs back to Camptoo, the Owner must return the surplus to Camptoo within two working days.

13.6 The Owner is entitled to cancel the Rental Agreement if the Renter is not present within two hours of on the agreed upon pickup date, place and time as stated in the Bookings Overview without prior notification. The cancellation conditions for the Renter apply as stated in the Bookings Overview.

13.7. The Renter acknowledges that no rights exist to claim compensation for indirect losses pertaining to the cancellation, such as -but not limited to- loss of travel enjoyment, subsequent Bookings or flights.

13.8. If the Renter cancels the Rental Agreement without a reason as stated in 13.1, then the cancellation conditions as stated in the Booking Overview apply. If a surplus remains after the cancellation conditions have been applied, this surplus will be refunded to the Renter. If there is an outstanding balance after the cancellation conditions have been applied, this will be charged to the Renter.

13.9 If the Renter cancels the Rental Agreement after having previously changed the Rental Period, the cancellation costs will be the greater of the following two: a) the cancellation costs if the Rental had

been cancelled on the date the Rental Period was changed and b) the cancellation costs that apply at the time of cancellation.

14. Administration costs

14.1. Camptoo can charge the Renter with administration costs of up to AUD 30 per event, if the remaining payment is not paid on time (5.2);

14.2 Camptoo can charge the user who fails to pay an amount owed within the time frame stipulated with interest and debt collection costs as applicable in their country of residence.

15. Ownership and liability

15.1. The Rental will always remain the Owner's property. The Renter is not permitted to tax or sell the Rental.

15.2. The Owner is not liable for the Renter's, Driver's or travel companion's damage, according to the Rental Agreement, unless there is negligence or recklessness on the Owner's part.

15.3. If the Owner is liable, then the liability of the Owner is limited to the Rental Price paid by the Renter to rent the Rental.

16. Camptoo's position

16.1. As the provider of the Website Camptoo does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Camping Vehicles or Rentals, nor is Camptoo an organiser or retailer of travel packages under Directive (EU) 2015/2302. Owners alone are responsible for their Camping Vehicles and Rentals. When Owners and Renters make or accept a booking they are entering into a contract directly with each other. Camptoo is not and does not become party to or other participant in any contractual relationship between Owners and Renters except as stated otherwise in these terms.

16.2. Whilst Camptoo may help facilitate the resolution of disputes, Camptoo has no control over and does not guarantee the truth or accuracy of any Listing, review or other Owner website content. References to "Verifications" (or similar language) only indicates that the individual has completed an identification process and is not a guarantee by Camptoo about any individual. Camptoo cannot be held responsible for the current physical and motor condition of the Rental.

16.3. Camptoo works to verify the identity of the Renter using a check on personal details and driver's license. If this verification does not yield a conclusive and/or positive result, the verification status will be shown as 'unknown' or 'declined'. The final decision to rent out their vehicle always lies with the Owner.

16.4. Both rent payments and any other payments owed by the Renter to the Owner, as well as refunds owed by the Owner to the Renter have to be processed through Camptoo. Camptoo will transfer rental fees to the Owner at the next business day after the pickup. Other payments to the recipient will be processed no later than 5 working days after the money has been received from the debtor. Camptoo does not provide any prepayments and / or advances for rental income, additional costs and / or other payments. For fines and toll payments, a prepayment can be offered provided the fine or toll has been made available using the proper procedure on the Website.

16.5 At the request of Owner or Renter, Camptoo can mediate in disputes or handling of damages between said parties, whereby Camptoo attempts to find a solution acceptable to both parties. If Camptoo needs additional information to fulfil this role, Camptoo can impose a term within which information is to be supplied. If either party fails to provide such information, Camptoo is within its rights to make a binding arbitration based on the facts at hand.

16.6. Nothing in this agreement shall limit or exclude the liability of Camptoo, the Owner and/or the Renter for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) liability under indemnities;
- d) any other matter in respect of which it would be unlawful to exclude or restrict liability.

In no circumstances shall Camptoo be responsible for:

- a. damage to, loss of or destruction of the Rental;
- b. damage resulting from the cancellation of a Rental Agreement;
- c. damage as a result of the condition of the Rental;
- d. damage as a result of non-compliance with the Rental Agreement by the Renter and/or Owner;
- e. fines accumulated by the Renter with the Rental during the Rental Period;
- f. all other direct and indirect costs, damages and expenses resulting from the Rental Agreement between the Owner and the Renter and these rental conditions and in any event Camptoo's total liability under this agreement cannot exceed the amount of service charges paid to it in respect of the Rental.

To the maximum extent permitted by law the Owner and Renter agree to release, defend (at Camptoo's option), indemnify and hold Camptoo and its affiliates, officers, directors, employees and agents harmless from and against any claims, liabilities, damages, losses and expenses, including without limitation, reasonable legal fees arising out of or connected in any way with the Owner or Renter's breach of these terms or the Rental Agreement and any interaction between the Owner and Renter including without limitation any injuries losses or damages of any kind arising in connection with or as a result of any such interaction or Rental, or any breach of any laws, regulations or third party rights.

16.7 If Camptoo deems the reason to be of critical value, Camptoo can decide comply with a request to share user data with relevant authorities. Examples of this include a (suspicion of) vehicle embezzlement, misuse of the website or a request by an authority legally entitled to do so.

17. Applicable law and competent court

17.1. These terms and conditions and the Rental Agreement are governed by Australian Law.

17.2. All disputes arising as a result of the Rental Agreement or these rental conditions will be dealt with by a competent court in Melbourne.

Appendix A. Requirements for motorhome/touring caravan servicing

During the servicing of a campervan, caravan or motorhome, the following maintenance work must be carried out as a minimum:

Camper/Touring Caravan construction:

- Inspection of the motorhome's sealant seams;
- Lubrication of the cylinder locks of shutters and doors;
- Inspection of the motorhome's bottom plate;
- Check the gas hose and pressure regulator;
- Pressure testing the gas system;
- Testing of the battery with measuring equipment;
- Perform moisture measurement.

Car, chassis and engine:

- Replacing of oil and oil filter;
- Check and top up the windscreen washer fluid;
- Checking coolant, measuring and topping up antifreeze;
- Visual inspection of lighting;
- Checking / correcting tire pressure;
- Visual checking of tires (profile, condition, age);
- Testing the starter battery with measuring equipment;
- Testing brake fluid (not replacing);
- Visual inspection of the chassis and engine;
- Visual inspection of the brakes;
- Gas safety certificate.