

## **Retro Roadtrips Pod Hire Terms and Conditions**

These terms and conditions constitute a legally binding agreement (the "Agreement") between Retro Roadtrips (ABN 44513263721) ("Retro Roadtrips") and the individual(s) named on the invoice ("You").

This Agreement is considered accepted upon either of the following actions:

- Signing these terms and conditions; or
- Making payment of your invoice.

### **THE PARTIES AGREE TO THE FOLLOWING:**

#### **Who is allowed to operate the Pod:**

- Only You or an Authorized Driver named on the booking is permitted to drive the Pod.
- You must provide your driver's license number at the time of booking. When collecting the Pod, a photo of your license will be taken and kept on file for 12 months.
- Allowing any other person to tow the Pod will result in a breach of this Agreement.
- You agree to comply with all applicable state and federal laws related to this Agreement and your use of the Pod.

#### **Prohibited actions while operating the Pod:**

- You agree not to:
  - Exceed the legal blood alcohol limit or operate the Pod under the influence of drugs;
  - Drive recklessly or dangerously;
  - Modify or alter the Pod in any way;
  - Smoke inside the Pod;
  - Hire or sublet the Pod to others;
  - Carry or transport flammable or hazardous substances in quantities exceeding domestic use requirements.

#### **Permitted areas for Pod use:**

- The Pod may only be driven on:
  - Sealed roads;
  - Stone roads;
  - Dirt roads;
  - Access roads to camping grounds, provided the access road is maintained and no longer than 5 kilometers.
- The Pod must not be driven off-road, on beaches, or in areas without established roads that can be identified on a map.

#### **Your obligations and liability:**

- You must pay the hire fee specified on your invoice at the time of booking online.
- You are required to return the Pod by the return date specified in your Booking. If the Pod is not returned by this date, a daily hire fee will be charged for each additional day until it is returned.
- You must ensure that the vehicle used to tow the Pod complies with all relevant state and territory regulations, including compulsory third-party insurance and comprehensive vehicle insurance with public liability coverage.
- You agree that you remain responsible for:
  - All state and territory fines and infringement notices, including those for traffic offenses and tolls;
  - Any vehicle accidents caused by your vehicle; and
  - Any breakdown or mechanical failure of your vehicle.
- You agree to:
  - Ensure the Pod is locked and secure when unattended;
  - Protect the Pod from the weather; and
  - Operate the Pod according to all instruction manuals.

**Legal Disputes and Limitation of Liability:**

- You acknowledge that we are not liable for any damage to your vehicle caused by towing, hitching, or unhitching the Pod.
- The total liability of Retro Roadtrips to you for any loss arising from:
  - Any act, error, negligence, misrepresentation, or omission related to the Pod's use;
  - Any breach of the Agreement or duty related to the Pod;
  - Shall be limited to the amount specified on the Invoice.
- Nothing in this Agreement is intended to exclude or limit liability that cannot be legally excluded or limited.

**Condition of the Pod:**

- At the time of collection, we will review the Pod with you to document any pre-existing damage, including taking photos of the Pod's condition before your Booking begins.
- Upon return, a final inspection will be conducted with you to ensure no damage occurred during your Booking. You agree to cover the cost of any repairs for damage caused during your Booking.

**Cancellation Policy:**

- To cancel your Booking, please contact hireme@retroadtrips.com.au.
- The following cancellation terms apply:
  - If canceled within 5 days of your Booking, no refund will be provided;
  - If canceled more than 5 days before your Booking, you will receive a full refund or a full credit.

**Force Majeure:**

- Neither Party will be held liable or considered in breach of this Agreement for delays or failures in performance due to circumstances beyond their reasonable control.
- The Party affected by such circumstances must promptly notify the other Party in writing when the delay or failure occurs and when the circumstances cease.
- If these circumstances persist for more than 30 consecutive days, either Party may terminate the Agreement by providing written notice to the other Party.

**Applicable Law:**

- The Parties agree that this Agreement will be governed by and interpreted according to the laws of the State of Victoria.
- Retro Roadtrips will not be responsible for any ongoing costs if a Pod breaks down or needs to be returned or collected. For example, Retro Roadtrips is not liable for caravan park fees if you are unable to attend your booking due to such events.

**Definitions:**

- **Authorised Driver:** Any driver of the Pod notified to us at the time of your Booking.
- **Agreement:** The contract between Retro Roadtrips and You.
- **Booking:** The travel dates specified on your Invoice.
- **Pod:** The Retro Roadtrips Pod listed for hire on the Invoice.
- **Invoice:** The document issued through the online booking system, listing the Retro Roadtrips, authorised drivers, travel dates, and hire fee.
- **Loss:** Any and all loss, injury, liability, damage, compensation, claim, demand, expense, interest, or cost (including legal fees) arising from tort, contract, or otherwise.

**Signature:** .....

**Print Name:** .....

**Date:** .....

