

SAFARIWAY RENTALS

Adelaide, South Australia | ABN: 60 680 296 501

TERMS AND CONDITIONS OF RENTAL

Version 2.0 — Effective Date: 6 March 2026

Please read these Terms and Conditions carefully before making a booking or collecting a vehicle.

Location

Adelaide, South Australia

Phone

0405 630 231

Email

info@safariwayrentals.au

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INTRODUCTION

These Terms and Conditions of Rental ('Terms') govern all vehicle rental agreements entered into between Safariway Rentals ('we', 'us', 'our') and the customer named on the rental agreement ('you', 'renter'). By making a booking, collecting a vehicle, or signing a rental agreement, you agree to be bound by these Terms in their entirety.

These Terms comply with the Australian Consumer Law (ACL, Schedule 2 of the Competition and Consumer Act 2010 (Cth)) and the AFIA Car Rental Code of Practice. Version 2.0 incorporates additional clauses benchmarked against industry practice from Sixt Australia, Ace Rental Cars, Europcar Australia, and Apex Car Rentals.

1. DEFINITIONS

In these Terms, the following words have the meaning given below:

- **Authorised Driver:** means the renter and any additional driver approved and named on the Rental Agreement.
- **Claims Management Fee:** means the administrative fee charged by Safariway Rentals to manage a damage or loss claim, regardless of fault.
- **Damage:** means any loss, physical damage or deterioration to the vehicle not attributable to fair wear and tear, including but not limited to body damage, interior damage, tyre damage, windscreen damage, underbody damage, roof damage, or mechanical damage caused by misuse.
- **Electric Vehicle (EV):** means any vehicle powered wholly or partly by an electric motor, including hybrid and plug-in hybrid vehicles.
- **Excess Amount:** means the maximum amount you are liable to pay for damage or loss in any single incident, as specified in the Rental Agreement and Clause 15.
- **Fair Wear and Tear:** means minor superficial deterioration that occurs through ordinary, careful use of the vehicle consistent with the AFIA Car Rental Code of Practice.
- **Force Majeure Event:** means an event beyond Safariway Rentals' reasonable control, including but not limited to natural disasters, floods, bushfires, pandemic or epidemic, government orders or restrictions, war, or acts of terrorism.
- **One-Way Rental:** means a rental where the vehicle is collected from one location and returned to a different approved location.
- **Rental Agreement:** means the binding contract comprising the Rental Document, these Terms, and any add-on or booking confirmation documents.
- **Rental Period:** means the period beginning at vehicle collection and ending when the vehicle is physically returned and inspected by staff.
- **Security Bond:** means the funds pre-authorised on your payment card at pick-up as security against outstanding amounts.

- **Vehicle:** means the motor vehicle specified in the Rental Agreement and any accessories or equipment provided with it.

2. FORMATION OF THE RENTAL AGREEMENT

A binding Rental Agreement is formed when: (a) you complete an online booking and receive confirmation; or (b) you sign a Rental Agreement document at vehicle collection, whichever occurs first. If you do not collect the vehicle within one (1) hour of the agreed pick-up time without prior notice, Safariway Rentals is no longer bound by the reservation.

By signing or collecting the vehicle, you confirm that: (a) you have read and understood these Terms; (b) all information provided is true and accurate; (c) you meet all eligibility requirements; and (d) you agree to pay all applicable charges.

Do not sign the Rental Agreement unless you have read and understood these Terms in full. Speak to a Safariway Rentals team member if you have any questions before signing.

3. ELIGIBILITY AND DRIVER REQUIREMENTS

3.1 Minimum Age

The minimum age to rent is 21 years. Renters aged 21–24 are classified as Young Drivers and are subject to a daily surcharge and increased excess amounts (see Clause 15).

3.2 Driver's Licence

All drivers must hold a current, valid, full driver's licence (not provisional or learner) held for a minimum of one (1) year. The licence must be presented in physical or verified digital form. Overseas licences not in English must be accompanied by a certified English translation or International Driving Permit (IDP).

3.3 International Renters

International renters must present: (a) a valid overseas driver's licence; (b) an IDP if the licence is not in English; (c) a valid passport; and (d) proof of Australian residential or hotel address.

3.4 Additional Drivers

Additional drivers may be added at pick-up for \$10 per day (capped at \$50). All additional drivers must be present at pick-up, present their licence, and meet the same eligibility requirements. Only named Authorised Drivers may drive the vehicle. No cover applies to any unlisted driver.

3.5 Maximum Age

There is no maximum age restriction. However, renters over the age of 75 may be requested to provide a current medical certificate confirming fitness to drive. Safariway Rentals reserves the right to decline a rental at its discretion if there are reasonable safety grounds for doing so.

4. BOOKINGS AND RESERVATIONS

4.1 Making a Booking

Bookings may be made online at safariwayrentals.au, by phone on 0405 630 231, or by email. A booking confirmation with a reference number will be sent to your nominated email address. Reservations are made for vehicle categories, not specific makes or models. If the booked category is unavailable, we will offer a comparable or upgraded vehicle at no additional charge, or provide a full refund.

4.2 Prepaid Bookings

If you select a prepaid rate at time of booking, the Rental Agreement is considered concluded at the time of booking and the full rental amount is charged. Prepaid bookings will be held for the entire booking period. If the vehicle is not collected, the rental charges are forfeited unless Safariway Rentals has failed to provide the booked vehicle category.

5. CANCELLATION AND MODIFICATION POLICY

5.1 Cancellations by You

You may cancel your booking at any time subject to the following cancellation fees:

Notice Period	Cancellation Fee	Cap
More than 7 days before pick-up	No charge (full refund)	—
3 to 7 days before pick-up	20% of total rental cost	Maximum \$100
24 to 72 hours before pick-up	50% of total rental cost	Maximum \$200
Less than 24 hours / No-show	100% of total rental cost	No cap

Transaction processing fees are non-refundable in all cases. Cancellations must be made via the online booking portal at safariwayrentals.au or by calling 0405 630 231.

5.2 Modifications

Booking modifications (change of dates, vehicle, or location) may be made subject to availability and any rate differences. Modifications requested less than 24 hours before pick-up incur a \$25 modification fee.

5.3 No-Show

If you do not collect the vehicle by the agreed pick-up time without prior notice, your booking will be treated as a no-show and 100% of the total rental cost is forfeited.

5.4 Cancellations by Safariway Rentals

Safariway Rentals may cancel a booking in exceptional circumstances or Force Majeure Events. In such cases, a full refund will be provided within 5 business days. We are not liable for any consequential or indirect losses arising from our cancellation.

6. EARLY RETURN POLICY

If you return the vehicle before the agreed return date and time, the following applies:

- No refund will be provided for any unused rental days. All rentals are charged based on the pre-agreed rental period.
- If you wish to shorten your rental, please contact Safariway Rentals at least 4 hours before the new intended return time on 0405 630 231.
- Safariway Rentals reserves the right to charge an Early Return Fee to compensate for the lost rental opportunity during the originally reserved period.
- If an early return is requested and agreed, the daily rate may be recalculated at a higher rate applicable to the shorter rental period, which may result in a higher total cost per day.

Tip: If your plans change, always call us first before returning early — we may be able to adjust your booking to a better rate for the shorter period.

7. PAYMENT, CHARGES AND SECURITY BOND

7.1 Accepted Payment Methods

Safariway Rentals accepts Visa, Mastercard, and EFTPOS debit cards. A physical bank-issued card in the renter's name must be presented at pick-up. Prepaid, reloadable, travel money, or gift cards are not accepted. Third-party cards are not accepted. Cash rentals are available subject to full upfront payment plus a cash security bond.

7.2 Rental Charges

The rental charge is calculated at the daily rate confirmed in your booking. Partial days may be charged as full days. All prices are inclusive of GST.

7.3 Young Driver Surcharge

Renters aged 21–24 are subject to a young driver surcharge of \$15 per day (GST inclusive).

7.4 Security Bond

A security bond will be pre-authorised (held) on your payment card at pick-up. This is a hold, not a charge, and will be released within 3–10 business days after return, subject to satisfactory vehicle condition. Bond amounts are:

Vehicle / Renter Category	Bond Amount
Standard vehicles — renter aged 25+	\$500
SUV / larger vehicles — renter aged 25+	\$750
Any vehicle — renter aged 21–24 (Young Driver)	\$1,000
Pay on Pick-Up (cash) rentals — all categories	Full rental amount + \$500

7.5 Late Payment and Debt Recovery

Unpaid amounts become a debt owed to Safariway Rentals. Interest on overdue amounts accrues at 2.5% per calendar month from the due date until payment. We reserve the right to refer unpaid debts to a collections agency and recover all reasonable costs of collection, including legal costs, from you.

7.6 Payment Reversals and Chargebacks

If you initiate a chargeback or payment reversal with your bank or card issuer and the reversal is found to be improper or fraudulent, you will be liable for the full reversed amount plus any costs and fees Safariway Rentals incurs in contesting the chargeback, including banking charges and legal costs.

8. PICK-UP AND VEHICLE COLLECTION

8.1 Documents Required

At pick-up you must present: (a) valid driver's licence (and IDP if applicable); (b) booking confirmation; (c) payment card in the renter's name; (d) additional drivers' licences if applicable.

8.2 Vehicle Inspection

A pre-rental inspection will be conducted jointly. Any existing damage will be noted on the Vehicle Inspection Report, which you will be asked to sign. By signing, you agree the report accurately reflects the vehicle's condition at the start of the rental. You should carefully inspect the vehicle and raise any concerns before signing.

8.3 After-Hours Pick-Up

After-hours pick-up may be available with 24 hours' prior notice and full payment in advance. An after-hours surcharge of \$50 applies.

9. DURING THE RENTAL PERIOD

9.1 Your Responsibilities

During the rental you are responsible for: driving safely and in compliance with Australian road laws; maintaining fuel and fluid levels; securing the vehicle when unattended; reporting any damage, accident, or theft immediately on 0405 630 231; not allowing any unauthorised driver to operate the vehicle; and paying all tolls, parking fees, and fines incurred.

9.2 Extensions

Contact Safariway Rentals at least 4 hours before your scheduled return if you wish to extend. Extensions are subject to availability. Keeping a vehicle beyond the agreed return time without authorisation constitutes an unauthorised extension and may result in additional charges.

9.3 Interstate and Geographic Restrictions

Interstate travel is permitted within South Australia, Victoria, New South Wales, Queensland, and Western Australia on sealed roads. Travel to remote or unsealed roads, or to islands (other than Kangaroo Island with prior written approval from Safariway Rentals), is prohibited. You must notify us of any intended interstate travel before commencing.

9.4 Weather and Natural Hazard Restrictions

You must not drive the vehicle in conditions that pose an unreasonable risk of damage, including: flooded or partially flooded roads; roads affected by bushfire, landslide, or structural damage; and roads marked as closed or inaccessible by emergency services or road authorities. Driving through floodwater is strictly prohibited regardless of depth. Damage resulting from driving in such conditions is not covered by standard excess protection and you will be liable for the full cost of repair.

10. PERMITTED AND PROHIBITED USE

10.1 Permitted Use

The vehicle may only be used for lawful purposes on sealed roads by Authorised Drivers named on the Rental Agreement, operated in accordance with manufacturer's specifications.

10.2 Prohibited Use

The vehicle must not be used:

- Off-road or on unsealed, gravel, or 4WD-only tracks
- In floodwaters, waterways, tidal areas, beaches, or sand
- For any commercial purpose, including ridesharing platforms (Uber, DiDi, Ola, or similar)
- For towing, pushing, or carrying a load beyond manufacturer specifications
- By any person under the influence of alcohol, drugs, or any impairing substance
- For illegal purposes, racing, speed trials, or stunts
- To carry more passengers than the vehicle is licensed for
- By any person under the minimum rental age or not listed on the Rental Agreement
- Outside of the permitted geographic area
- In a manner that endangers passengers, other road users, or third-party property

10.3 Odometer and Vehicle Systems

You must not tamper with, disable, or interfere with the vehicle's odometer, GPS tracking, telematics, or any other vehicle monitoring system. Any tampering will render you liable for the full cost of any damage, plus the estimated cost of unrecorded kilometres at the applicable rate.

10.4 Smoking, Vaping and Pets

Smoking and vaping are strictly prohibited in the vehicle. Animals are not permitted without prior written approval. Breaches incur a deep cleaning fee of \$150–\$250. Service animals are permitted with advance notice.

10.5 Effect of Prohibited Use

Prohibited use voids all insurance coverage and excess protection. You will be personally liable for the full cost of any resulting damage, third-party claims, legal costs, loss of use, and any fines or penalties imposed on Safariway Rentals. Safariway Rentals may also terminate the rental immediately and require return of the vehicle (see Clause 27).

11. FUEL POLICY

Safariway Rentals operates a full-to-full fuel policy. The vehicle is provided with a full tank and must be returned full.

Charge	Amount
Fuel cost if returned not full (per litre)	\$2.50/L (or current pump price, whichever is higher)
Refuelling administration fee	\$35.00 (flat fee)

You are responsible for using the correct fuel type. Misfuelling (wrong fuel type) is not covered by any protection and you will be liable for all resulting mechanical damage and recovery costs. In the event of misfuelling, stop driving immediately, do not restart the engine, and contact Safariway Rentals on 0405 630 231.

11.1 Pre-Paid Fuel Option

A pre-paid full tank fuel option may be available at the time of booking or pick-up, allowing you to return the vehicle without refuelling. No refund is given for unused fuel under this option. Please enquire at time of pick-up.

12. ELECTRIC VEHICLE RENTALS

The following additional terms apply to any rental of an Electric Vehicle (EV) or Plug-In Hybrid (PHEV):

12.1 Battery and Charging

The EV will be provided with a minimum charge level as noted on the Vehicle Inspection Report ('Battery Departure Level'). You must return the EV at or above the Battery Departure Level. If the EV is returned below the Battery Departure Level, Safariway Rentals will arrange charging and charge you for:

- The cost of recharging to the Battery Departure Level (at the applicable rate per kWh)
- A \$35 EV recharging administration fee

12.2 Third-Party Charging

You are responsible for all costs of electricity used during the rental. If you use a third-party charging network that invoices Safariway Rentals directly (rather than you), all such charges will be passed on to you plus a \$20 processing fee per invoice.

12.3 Range Management

You are responsible for managing the vehicle's battery range. Running out of charge while on the road is treated as an at-fault roadside event (see Clause 23). You must not allow the battery to deplete to 0% charge, as this can cause irreversible battery damage for which you may be held fully liable.

12.4 EV Restrictions

EVs are subject to the same geographic and road-type restrictions as all vehicles. EV charging infrastructure in remote areas of South Australia may be limited. You are responsible for planning your journey to ensure adequate charging access. Safariway Rentals provides no warranty regarding the availability of public charging infrastructure.

13. RETURN OF THE VEHICLE

13.1 Return Procedure

Return the vehicle to the agreed location on or before the agreed return date and time. A joint inspection will be conducted. All hires are counted in 24-hour periods from the pick-up time. A grace period of 59 minutes applies — returns within 59 minutes of the scheduled time will not incur a late return fee (first occurrence only).

13.2 Late Returns

Late Return Duration	Charge
Up to 59 minutes (grace period, first occurrence)	No charge
1–3 hours late	\$30 late return fee
More than 3 hours late	Pro-rata daily rate (minimum 1 full day)
Unauthorised extension (no prior notice)	Full additional day + \$30 administration fee

13.3 Vehicle Condition on Return

Cleaning Type	Charge
Standard interior cleaning (excessive mess)	\$80
Deep clean (stains, odours, animal hair, vomit)	\$150–\$250 depending on severity
Exterior pressure wash (excessive mud/dirt)	\$50

13.4 After-Hours Returns

After-hours returns may be arranged with prior approval. A \$50 after-hours return fee applies. You remain liable for any damage discovered at the next staffed inspection.

14. DAMAGE, LOSS AND LIABILITY

14.1 Your Liability

You are responsible for all damage to or loss of the vehicle and accessories during the rental period, regardless of fault — including damage caused by weather events, animals, or acts of nature — up to the applicable Excess Amount.

14.2 Damage Not Covered by Standard Excess

The following damage types are excluded from standard excess protection — you may be held liable for the full repair cost:

- Tyre damage (punctures, blowouts, kerb damage)
- Windscreen and all glass damage
- Underbody damage (chassis, drive train, suspension, steering, exhaust, brakes, fuel tank)
- Overhead and roof damage

- Interior damage beyond fair wear and tear
- Key loss, key damage, or key programming costs
- Damage caused by prohibited use (Clause 10)
- Damage caused by misfuelling or incorrect fuel type
- EV battery damage caused by full depletion or improper charging

14.3 Loss of Use

In addition to repair costs, you may be charged for Safariway Rentals' loss of use during the repair period, calculated at the standard daily rental rate for the number of days the vehicle is unavailable.

14.4 Third Party Liability

You are responsible for all third-party property damage or injury caused by an Authorised Driver. Basic third-party motor vehicle liability is covered by the vehicle's registration (CTP). You are responsible for amounts above any applicable statutory coverage.

15. EXCESS AMOUNTS

Your liability for damage or loss in any single incident is limited to the applicable Excess Amount, subject to the exclusions in Clause 14.2:

Scenario	Excess Amount	Notes
Standard rental (driver 25+)	\$2,500	Standard liability
Young driver (21–24)	\$5,000	Higher liability due to age
Prohibited use	Full cost of damage	No excess limit applies
Tyres, windscreen, underbody, roof	Full cost of damage	Not covered by standard excess

Safariway Rentals does not currently offer excess reduction products. If you hold comprehensive motor vehicle insurance that covers rental vehicles, check your policy before renting.

16. CLAIMS MANAGEMENT FEE

In the event of any damage, loss, or theft claim — regardless of fault — Safariway Rentals will charge a Claims Management Fee of \$150 to cover the administrative and processing costs of managing the claim. This fee is in addition to any repair costs, excess amounts, or loss-of-use charges, and is payable even where a third party is at fault.

The Claims Management Fee covers: internal administration and documentation; liaison with repairers, assessors, and insurers; processing of police reports; and coordination of vehicle recovery if required.

The Claims Management Fee does not contribute toward your excess and is not refundable even if the claim is subsequently resolved without repair costs.

17. KEY LOSS AND REPLACEMENT

All keys, key fobs, remote entry devices, and transponders provided with the vehicle are your responsibility during the rental period. In the event of key loss, damage, or theft:

- You must notify Safariway Rentals immediately on 0405 630 231
- A key replacement fee will be charged based on the type of key and vehicle
- If a lockout occurs and roadside assistance is required to access the vehicle, the applicable roadside callout fee also applies (see Clause 23)

Key Type	Replacement Cost
Standard mechanical key	\$150–\$300
Remote/key fob (standard)	\$300–\$500
Proximity / smart key / push-start fob	\$500–\$1,200
Emergency lockout callout (key locked inside)	\$95 callout fee

Actual costs may vary depending on the vehicle make and model. You will be charged the actual cost of replacement and programming. Key loss is not covered by any standard excess protection.

18. INCIDENTS, ACCIDENTS AND THEFT

18.1 What to Do

In any accident, collision, or incident, you must:

- Ensure safety of all persons. Call 000 for emergency services if required.
- Call Safariway Rentals immediately on 0405 630 231, regardless of fault or severity.
- Call SA Police (non-emergency: 131 444) if a third party is involved.
- Collect full details of all parties: names, contact numbers, vehicle rego, and insurance details.
- Obtain contact details of any independent witnesses.
- Take photographs of all vehicles, the scene, and all visible damage from multiple angles.
- Do NOT admit fault, liability, or make any payment at the scene.
- Complete a Safariway Rentals Incident Report Form and return it with the vehicle.

18.2 Failure to Report

Failure to immediately report an incident voids all cover and renders you personally liable for the full cost of all damage, third-party claims, and associated costs.

18.3 Theft

In the event of theft or attempted theft: (a) report immediately to SA Police and obtain a police report number; (b) call Safariway Rentals on 0405 630 231 immediately; (c) do not leave the vehicle unsecured or in a high-risk area. You remain liable for the applicable Excess Amount unless you can demonstrate the theft occurred despite all reasonable security precautions and the vehicle was properly locked.

19. MECHANICAL BREAKDOWN PROCEDURE

If you experience any mechanical problem with the vehicle during the rental period, follow these steps:

- Stop driving the vehicle as soon as it is safe to do so. Do not continue driving if warning lights are illuminated or if you suspect mechanical failure.
- Park the vehicle safely off the road where possible and activate hazard lights.
- Call Safariway Rentals immediately on 0405 630 231 (24 hours). We will arrange roadside assistance and advise you on next steps.
- Do NOT restart the vehicle or continue driving unless specifically directed to do so by the roadside assistance service.
- Do NOT authorise any repairs by a third party without prior written approval from Safariway Rentals. Unauthorised repairs will not be reimbursed.
- If the vehicle must be moved to prevent further damage or hazard, note the exact location and circumstances.

Safariway Rentals will not be liable for any costs, losses, or inconvenience you incur as a result of a mechanical breakdown, including but not limited to accommodation, alternative transport, missed flights, tours, or other activities. Where a breakdown is due to an inherent vehicle fault, Safariway Rentals will arrange roadside assistance at no charge.

Continuing to drive a vehicle with visible mechanical problems (warning lights, abnormal sounds, overheating) and causing further damage may result in you being held liable for the full cost of the resulting damage.

20. REPLACEMENT VEHICLE POLICY

Safariway Rentals has no obligation to provide a replacement vehicle in the following circumstances:

- In the event of an accident, regardless of fault
- In the event of mechanical breakdown or failure
- Where the vehicle has been damaged due to prohibited use or renter negligence
- Where the rental is terminated due to breach of these Terms

Safariway Rentals may, entirely at its discretion, offer a replacement vehicle subject to availability and provided the incident was not caused by the renter's fault or prohibited use. If a replacement vehicle is offered, it may be a different vehicle category and these Terms apply to the replacement vehicle in full.

In the event of an accident where a third party is at fault, Safariway Rentals will endeavour to assist you in contacting the at-fault party's insurer regarding a replacement vehicle, but cannot guarantee this outcome.

We strongly recommend checking whether your travel insurance or personal comprehensive motor vehicle insurance policy covers replacement vehicle costs in the event of an accident.

21. ONE-WAY RENTALS

One-way rentals (collecting from one location and returning to a different location) may be available subject to availability and prior written approval from Safariway Rentals.

One-way rentals are subject to:

- A one-way relocation fee, which will be quoted at the time of booking and confirmed in writing
- Availability of a drop-off location at the intended return city
- All standard rental terms, conditions, and charges applicable to the rental period

Unauthorised one-way returns (returning the vehicle to a location not approved in writing) will incur a relocation fee charged at actual cost, up to a maximum of \$1,000, plus any towing or recovery costs required to retrieve the vehicle.

22. TOLLS, TRAFFIC INFRINGEMENTS AND FINES

You are responsible for all tolls, parking fees, infringements, speeding fines, and other penalties incurred during the rental. If Safariway Rentals receives a toll notice or infringement notice after the rental:

- We will transfer the infringement to your details as required by law
- We will charge the full amount of the fine or toll to your payment card
- We will charge a \$35 administration fee per notice for processing and handling

Safariway Rentals does not currently offer a pre-paid toll cover product. You are responsible for managing tolls directly. We recommend using a prepaid Linkt pass or similar to avoid per-notice administration fees.

23. ROADSIDE ASSISTANCE

24-hour roadside assistance is included with all rentals. Call 0405 630 231 for assistance.

The following are treated as at-fault callout events and incur a callout fee:

At-Fault Roadside Event	Callout Fee
Running out of fuel or EV charge	\$95 + cost of fuel/charging
Keys locked inside vehicle	\$95
Keys lost (access only, separate to replacement cost)	\$95
Flat battery caused by renter (lights left on, etc.)	\$75
Flat tyre caused by driver negligence	\$75 + full tyre replacement cost

Roadside assistance is provided at no charge for genuine mechanical faults not caused or contributed to by the renter or any Authorised Driver.

24. ADD-ON EXTRAS AND ACCESSORIES

Add-ons (GPS devices, child seats, booster seats, etc.) may be available at an additional daily charge, subject to availability and prior request (ideally at time of booking). Safariway Rentals cannot guarantee availability for same-day or walk-in requests. You are responsible for any damage to or loss of accessories during the rental period. Child seat installation is the responsibility of the renter; Safariway Rentals accepts no liability for incorrect or unsafe installation.

25. LOSS OR DAMAGE TO PERSONAL PROPERTY

Safariway Rentals accepts no responsibility for loss, theft, or damage of personal property left in the vehicle at any time, including during the rental, after-hours returns, or following return. Do not leave valuables unattended in the vehicle.

Items left in returned vehicles will be held for 14 days. If unclaimed, items may be disposed of. We will make reasonable efforts to contact you for identifiable items.

26. LIMITATION OF LIABILITY AND AUSTRALIAN CONSUMER LAW

To the maximum extent permitted by law, Safariway Rentals' total liability to you for any claim is limited to the total rental charges paid by you for the relevant rental period. Safariway Rentals is not liable for: (a) indirect, consequential, or incidental losses; (b) loss of earnings or business opportunity; (c) personal injury not caused by our negligence; (d) delays or cancellations from Force Majeure Events; or (e) missed connections, tours, or other travel costs arising from vehicle breakdown or delay.

Nothing in these Terms limits or excludes your rights under the Australian Consumer Law (ACL). If our services are not of acceptable quality, you may be entitled to ACL remedies.

27. TERMINATION OF THE RENTAL AGREEMENT

Safariway Rentals may terminate the Rental Agreement and demand immediate return of the vehicle, without refund, if you or any Authorised Driver: breach any term of this Agreement; use the vehicle for any prohibited purpose; fail to pay amounts due; provide false or misleading information; or if we reasonably believe the vehicle is at risk of damage, loss, or misuse.

Upon termination, you must return the vehicle immediately to the location directed by Safariway Rentals. You remain liable for all charges accrued up to the date of return. We reserve the right to recover the vehicle at your expense if it is not returned as directed.

28. PRIVACY

Safariway Rentals collects, stores, and uses your personal information in accordance with the Australian Privacy Act 1988 (Cth) and our Privacy Policy at safariwayrentals.au/privacy-policy. We may share your information with payment processors, insurance providers, law enforcement, and debt recovery agencies where required. We will not sell your personal information to third parties. You have the right to access or correct your information by contacting info@safariwayrentals.au.

29. VARIATION OF TERMS AND FORCE MAJEURE

29.1 Variation of Terms

Safariway Rentals reserves the right to amend these Terms at any time. Updated Terms will be published at safariwayrentals.au/terms with the effective date. Continued use of our services after the effective date

constitutes acceptance of the updated Terms. For active bookings at the time of any update, the Terms in effect at the time of booking will apply unless the change is required by law.

29.2 Force Majeure

Safariway Rentals will not be in breach of these Terms, and will not be liable for any failure or delay in performing any obligation, to the extent that such failure or delay is caused by a Force Majeure Event. This includes but is not limited to: natural disasters (flood, fire, earthquake, storm); pandemics or epidemics; government orders, directions, or restrictions (including quarantine orders and road closures); civil unrest, war, or terrorism; or any other event outside our reasonable control.

In the event of a Force Majeure Event, Safariway Rentals will: (a) notify you as soon as practicable; (b) use reasonable endeavours to provide an alternative arrangement or refund; and (c) not be liable for any indirect or consequential losses arising.

30. GOVERNING LAW, SEVERABILITY AND DISPUTE RESOLUTION

30.1 Governing Law

These Terms are governed by the laws of South Australia, Australia. The parties submit to the exclusive jurisdiction of the courts of South Australia and the Federal Court of Australia.

30.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable under applicable law, that provision shall be severed from these Terms without affecting the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

30.3 Entire Agreement

These Terms, together with the Rental Agreement and any add-on documentation, constitute the entire agreement between Safariway Rentals and you in relation to your rental and supersede all prior agreements, representations, or understandings.

30.4 Dispute Resolution

If a dispute arises, the parties agree to first attempt good-faith negotiation for 30 days. If unresolved, either party may refer the matter to mediation or commence legal proceedings. You may also contact Consumer and Business Services SA (www.cbs.sa.gov.au) or the ACCC (www.accc.gov.au).

SCHEDULE A — FEES AND CHARGES SUMMARY

All fees are inclusive of GST. Current as at the effective date of these Terms. Always confirm current fees at safariwayrentals.au/terms.

Charge / Fee	Amount
Young Driver Surcharge (21–24)	\$15 per day
Additional Driver Fee	\$10 per day (capped at \$50)
After-Hours Pick-Up	\$50 flat fee

Charge / Fee	Amount
After-Hours Drop-Off	\$50 flat fee
Late Return (1–3 hours)	\$30 flat fee
Late Return (3+ hours, unauthorised)	Full daily rate + \$30 admin fee
Fuel Refilling (if returned not full)	\$2.50/L + \$35 admin fee
Misfuelling (wrong fuel type)	Full mechanical repair cost
Standard Interior Cleaning	\$80
Deep Clean (smoking, animals, excessive mess)	\$150–\$250
Exterior Pressure Wash (excessive mud/dirt)	\$50
EV Recharging Admin Fee	\$35 + cost of electricity
EV Third-Party Charging Processing Fee	\$20 per invoice
Toll / Infringement Admin Fee	\$35 per notice
Roadside Callout — Fuel/EV Charge	\$95 + fuel/charging cost
Roadside Callout — Lockout / Keys Locked In	\$95
Roadside Callout — Flat Battery (renter fault)	\$75
Claims Management Fee	\$150 per claim
Key Loss — Standard Mechanical Key	\$150–\$300
Key Loss — Remote / Key Fob	\$300–\$500
Key Loss — Smart / Push-Start / Proximity Key	\$500–\$1,200
Booking Modification Fee (within 24 hrs)	\$25
Smoking / Vaping in Vehicle	\$150–\$250 cleaning charge
One-Way Relocation Fee (unauthorised)	Actual cost up to \$1,000
Excess Amount — Standard Renter (25+)	\$2,500 per incident
Excess Amount — Young Driver (21–24)	\$5,000 per incident
Damage — Tyres, Windscreen, Underbody, Roof	Full cost of repair