

Goholi Pty Ltd User Agreement and Terms and Conditions
01 July 2010 to 31 March 2012 Seasons

Goholi Pty Ltd
Australian Company Number 117 423 024
GPO Box 380, Darwin, Northern Territory Australia 0801
Licensed Australian Travel Agents NT147
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Full summary of the Terms & Conditions

At Goholi Pty Ltd we display the full summary of the Terms & Conditions. We have, to the best of our ability, displayed our terms and conditions in itemized detail for the benefit of our clients. Australian Competition & Consumer Commission new laws have come into place July 1st, 2010 and as such Goholi Pty Ltd has amended its terms and conditions by displaying clauses in plain English accompanied by the explanation of certain clauses. All clauses are equally important so we have offered our terms and conditions based on order of the process being quoting, pricing, booking, amendment, payment, ETicketing, cancellations, travelling and disclaimers.

Preface

Goholi Pty Ltd - Australian Company Number 117 423 024 provides you with access to motor vehicle rental suppliers ("the Suppliers"). You must agree to the Terms and Conditions detailed below ("the Terms") in relation to all motor vehicle bookings.

Goholi Pty Ltd - Australian Company Number 117 423 024 incorporating their group of web sites including sites www.goholi.com, www.goholi.com.au, and www.goholiaustralia.com act as a booking agent for the customer/client (you).

Australia 4 Wheel Drive Rentals is a licensed travel agent based in Northern Territory Australia with the License No. LTA. NT147 providing a online facility where the customer/client can compare the multiple choices that are provided by well known Four Wheel Drive, Campervan, Car and Motorhome rental companies called suppliers/vehicle operators in Australia and New Zealand. The customer / client can make an assessment of which vehicle best suits their requirements, specification and budget.

The vehicle rental contract is between the customer (you the hirer) either travelling or intending to travel on an selfdrive itinerary and the supplier 'The Vehicle Rental Company'. Your actual vehicle rental contract supplied by the supplier is signed on the nominated pickup date at the supplier's nominated pickup depot. Your actual vehicle rental contract is between the customer/client (you) and the supplier/vehicle operator.

1. Agreement

Goholi Pty Ltd - Australian Company Number 117 423 024 incorporating their group of web sites including www.goholi.com, www.goholi.com.au, and www.goholiaustralia.com act as a booking agent for the customer/client (you). This user agreement shall be interpreted in accordance with the law of Northern Territory in the Commonwealth of Australia. The actions, claims, demands or suits arising out of this agreement shall be exclusively justifiable in the courts of the said state. Goholi P/L and Australia 4 Wheel Drive Rentals group has the sole authority to vary or omit any of these terms.

2. Quotations

- a. All quotations are subject to availability of vehicles and services quoted and are not guaranteed until the deposit or full amount whichever is stated in the quotation of the selected vehicle is received and the booking is confirmed in writing by the supplier. Rates quoted are in Australian dollars for Australian rentals.
- b. Certain quotations will have validity dates (refer to Smart Rates and Flex Rates which are valid for one week only as they can change price every week) on them and if a deposit is not received by that expiry date then the quotation will automatically cancel without notification to you.
- c. On occasions we request a supplier to quote directly to you and we also supplier the

supplier with your contact and requests details to be able to quote.

- d. Goholi Pty Ltd and Australia 4 Wheel Drive Rentals will not be held responsible for any errors and omissions in quotes. Quotes we will be revised to reflect the supplier's summary of terms and conditions if this occur.
- e. If an error in the pricing calculation by Goholi Pty Ltd and Australia 4 Wheel Drive Rentals occurs the original quote in question will be cancelled and superseded by a revised Australia 4 Wheel Drive Rental quote.
- f. If an error in the pricing calculation by the supplier occurs the original quote in question will be cancelled and superseded by a revised Goholi Pty Ltd and Australia 4 Wheel Drive Rentals quote.
- g. It is the customer/client's responsibility to choose a trip and vehicle within their capabilities.

3. Booking requests

- a. Booking requests are only accepted on the condition that Goholi Pty Ltd User Agreement and Terms and Conditions, and the Suppliers Terms and Conditions that apply to the relevant rental vehicle have been read and understood, and that you AGREE TO ACCEPT THEM.
- b. Submitting a faxed or online secure booking form is acknowledge as acceptance of Goholi Pty Ltd User Agreement and Terms and Conditions, and the Suppliers Terms and Conditions by the customer/client (you).
- c. Goholi Pty Ltd endeavours to keep the Terms and Conditions, specifications for their vehicles are current and up to date for the vehicle rental supply operators but accepts no responsibility for changes made by vehicle rental supply operators that do not appear within this and all our group of web sites.
- d. Each Supplier is responsible for notifying inventory levels to Goholi Pty Ltd. Goholi Pty Ltd does not accept any liability for unavailability of vehicles caused by the Supplier over-selling its own vehicle inventory.
- e. Each Supplier is solely responsible for the delivery and supply of their vehicles as per the rental agreement. Goholi Pty Ltd does not accept any liability for unavailability of vehicles caused by each Supplier.
- f. For unavailability of vehicle at pickup the supplier terms and conditions apply.
- g. This site has security measures in place to protect the loss, misuse and alteration of the information under our control. If we request a supplier to quote directly to you, we may also supply our supplier with your contact and requests details to be able to quote you direct. By entering this site, reading our terms which is required to enter and use this site and use our facility it is understood that you agree with this.
- h. We reserve the sole right to quote, reply and ticket any request made to any of our websites, business or staff. Quotes without a correct full name or full contact detail may not be answered. Furthermore quotes and secure forms appearing to be false will not be processed as we have measures in place to detect such actions.
- i. Vehicle rental supply operators may also apply minimum rental terms without warning during busy periods such as Christmas and summer peak season, Easter and School Holidays and other selected event dates such as Bathurst weekend.

4. Prices

- a. All prices will be quoted in Australian Dollars. Please use a currency converter to check the cost. All prices include Australia Goods and Services Tax of 10% and New Zealand Goods and Services Tax of 12.5%.
- b. Exchange Rate / Currency Variations: All credit card transactions are conducted in Australian dollars. Due to exchange rate fluctuations there could be some variance in the

amount refunded compared to the amount initially charged. We or each supplier do not accept any liability for currency variances up or down. Refunds by credit card can take up to 45 working days or more depending on the renter's Financial Institution. Suppliers we use and/or their agent 'Goholi Pty Ltd and Australia 4 Wheel Drive Rentals' will not honour calculation errors. Should a calculation error occur the supplier will charge for the shortfall at pickup. (this is part of the suppliers terms).

5. Bookings

- a. To secure a booking, Goholi Pty Ltd requires a completed Booking Form by the main driver (Unless other person is prior authorised) and payment details (credit card number, security code, expiry date, full name on card, full residential address and telephone contact details). We reserve the right to refuse any rental at our discretion without cause or explanation.

6. Amendments

- a. Tickets requiring amendments to names, dates, vehicle clauses, rates or any amendment which involves the ETicket to be amended and reissued to the main hirer. Tickets booked at gross rates: attract no amendment fees. Tickets booked at discounted rates: Amendments for date or location changes attract a AUD\$35 agent fee applies per amendment. Major amendments to a booking will attract a \$100 amendment fee by the agent (At management discretion).
- b. Vehicle operators may have price variances and fees that will apply and must be paid by the customer. Increase in vehicles travelling together, changes to the number of people travelling and ages, and extensions may require the deposit amount to be increased. Reduction in rental periods may reduce the total of the rental but the deposit will remain unchanged. Each supplier terms and conditions apply in case of rental date or location changes.
- c. All amendments must comply with the relevant suppliers/vehicles operators' current terms and conditions. Calculations will be based on the full Gross listed retail rate of the supplying rental company and not on any discounted rates.

7. Payment

- a. All payments will not be processed until the vehicle is confirmed as available. The exception being last minute rentals (rentals under 21 days) as a cancellation fee applies from each suppliers.
- b.
 - i) If your rental pick-up is within 35 days from the booking, Goholi Pty Ltd require full payment of the total daily basic rental (unless advised on the quote) or total inclusive daily basic rental charges.
 - ii) The client/customer is then to pay any applicable oneway fees, remote locations fees, excess or bonds, excess reduction plan's, cleaning bonds, Airport fees, 3% Stamp Duty and Administration fees, gas bottle fees, any associated fees which may vary from supplier to supplier and optional extras direct to the supplier at pickup.
- c.
 - i) If your rental pick-up date is 35 days or more from the time or booking, Goholi Pty Ltd require a deposit of approximately AU\$200.00 (or the deposit nominated in your quote), with the balance of the total daily rental charge payable 35 days prior to pick-up. We will send a reminder email when the balance is due. We will then access the credit card detail supplied at booking for the balance of payment.
 - ii) The client/customer is then to pay any applicable oneway fees, remote locations fees, excess or bonds, excess reduction plan's, cleaning bonds, Airport fees, 3% Stamp Duty and Administration fees, gas bottle fees, any associated fees which may vary from supplier to supplier and optional extras direct to the supplier at pickup.
- d. Final Payment: In the case of non-payment of the balance of the daily basic rental and any inclusive pack (if chosen) by the due date, Goholi Pty Ltd will treat the booking as cancelled and you will be emailed informing you of our decision to the email address provided by you in the initial booking request unless the client/customer communicates to the contrary. Final payment conditions for certain products may vary and we will

advise you in writing of these conditions at the time of quotation. Some operators will request the balance of payment only at pickup prior to travel. This will be advised of this in your quote by Goholi Pty Ltd if this is applicable.

- e. Fax: + 61 8 89453338 Scan: info@goholi.com.au Post: Confirmations Department, Goholi Pty Ltd, GPO Box 380, Darwin, NT 0801 Australia
- f. Credit Cards-Suppliers: Various suppliers now have an additional surcharge on any transaction. Please see your quote for details
- g. Credit Cards-Goholi Pty Ltd: We accept Visa and Mastercard credit cards only. Card Surcharge any payment to Goholi Pty Ltd direct.
- h. i) The agent Goholi Pty Ltd will apply a 2% surcharge for all credit card transactions.
ii) Visa gift cards cannot be accepted currently.
- i. Goholi Pty Ltd reserves the right to decline any quote request or booking at their discretion.

8. E-tickets

- a. a) A Rental Provisional ETicket Voucher (Bookings 35 days or more prior to travel) or a Rental Final ETicket Voucher (Bookings under 35 days prior to travel or balance payment due) will be emailed to you. Please check that all the details are correct.
- b. The Rental Voucher is only valid when the total balance has been processed.
- c. You are also required and agree as part of these terms you are required to sign the 1st confirmation page of the same Rental Voucher (ETicket) and fax, mail or scan this page to Goholi Pty Ltd reserves the right to decline any quote request or booking at their discretion. within 48 hours.

9. Telecommunications

Goholi Pty Ltd and Australia 4 Wheel Drive Rentals as a broker or operator or agent are not liable for loss communications or communications not received

10. Cancellations

- a. Cancellations must be in writing and can be submitted via email, facsimile, or by letter. The hirer's signature must be attached to correspondence for verification. No cancellation will be accepted unless received in writing, signed by the main hirer and received by us directly from you between working hours EST 8am-4pm Monday to Friday and 8am-12.30 Saturday's-Sunday's unless with prior consent. The date that we acknowledge receiving the cancellation notice is the date that it is deemed cancelled. If you are emailing, posting or faxing follow this up by a telephone call with your full Goholi Pty Ltd ETicket reference details of Ticket number, supplier, date of travel and your name and current contact telephone number. This is so we can instantly act to try to save you unnecessary costs. We have saved our clients considerable cancellation fees by this process.
- b. All booking deposits are non refundable, you are locking in a great price and need to make sure of your travel arrangements prior to confirming the booking. You must read the Terms and Conditions that apply to the vehicle you wish to hire prior to making a reservation request.
- c. Any supplier cancellation fees that apply are additional to the forfeiture of the reservation deposit amount. When calculating the cancellation fees the calculations will be based on the full Gross listed retail rate of the supplying rental company and not on any discounted rates.
- d. The agents security booking deposit (not any monies paid to the supplier) will be carried forward towards future booking deposit made by Goholi Pty Ltd (this is at the sole discretion of Goholi Pty Ltd) if cancellation is made more than 35 days prior to travel. Deposit will be held for at least 3 months from date of cancellation less the value of any

promotional coupon included in the booking such as food/fuel card and books and postage. On request we will consider holding deposits for much longer periods to help you plan another trip.

- e. Each supplier varies in their cancellation terms and conditions.
- f. The 2% merchant fee taken by Goholi Pty Ltd will not be credited for cancellations or refunds from us, the agent or the supplier as we have been advised by our merchant facility this is not refunded by the credit card companies such as Visa and Mastercard.
- g. Cancellations made less than 30 days from the pick up date will mean that the terms and conditions of the rental vehicle suppliers/operators also apply to the booking. These arrangements can cost you over and above your deposit amount and it is important that you know the cancellation policies of the operator you wish to book with. There are 2 vehicle suppliers/operators who impose a small cancellation fee for cancellations even outside 30 days including Apollo and AAMotorhomes and these are clearly indicated on your quote and ETicket. By booking with Goholi Pty Ltd you are agreeing to abide by the cancellation policies of both Goholi Pty Ltd and the cancellation policies of the vehicle operators.
- h. The vehicle suppliers/operators cancellation policies are contained within the Terms and Conditions of each individual supply company and are available at Goholi Pty Ltd web site, your ETicket and on your quote. We advise you to read them carefully and make sure that you fully understand them, should you have any queries we are more than happy to answer your questions.
- i. As Goholi Pty Ltd policy is to pay all suppliers within 24-72 hours of booking the clients vehicles the required daily basic the card holder/main hirer agrees not to reverse any credit card payments made to Goholi Pty Ltd for the booking for any reasons whatsoever. If you have a concern it is to be conducted with the vehicle suppliers/operators who will have your full required funds already from us the booking agent. Goholi Pty Ltd will assist you as we have done so over the many years we have been in business and as much as possible as we have considerable leverage within the industry.
- j. Refunds will not be made for bookings cancelled due to inclement weather, work commitments, road closures or restrictions, altered / delayed / cancelled connecting travel arrangements or family or self ill health. We strongly recommend that you take out travel insurance, including cancellation insurance and effects of Force Majeure!
- k. A \$100 administration fee for any cancellation, no show or no pickup fee will also apply from Goholi Pty Ltd (Managers discretion).

11. No-show or no pick-up

A 100% cancellation fee (Some suppliers vary look at your supplier terms link on your ETicket) on the gross daily basic rental (plus any inclusive pack shown) will be charged for a 'No Show' or No Pickup on the day departure no matter what reason.

12. At pick-up and once the hire commences

We recommend the hirer familiarize themselves with the vehicle rental agency for opening hours, pickup and drop-off locations as you may have a limited time frame. At pickup and before leaving the depot we strongly recommend you check that all equipment is included, in working order and acceptable. Always carry your supplier contact details of depots with you and also the suppliers Head Office contact details supplied on your ETicket from Goholi Pty Ltd.

- a. When the rental vehicle has been collected, and the rental agreement contract between the hirer and the rental supply company has been signed, the Terms and Conditions contain within that contract apply in full.
- b. Should there be any amendment such as shorten or extend the hire once the hire has commenced, the hirer will have to deal directly with the rental supply company and not us at Goholi Pty Ltd, though we will assist to provide some general information. Any decision made will be between you and the rental supply company.

- c. A booking shall be kept in the name of the original named person/s on the booking at all times and not changed.
- d. The same person/s shall be responsible for paying for the security bond and signing the vehicle supplier's rental agreement contract at pickup.
- e. All main and extra drivers must be present at the pickup of the rental with a valid driver's license as per the suppliers terms. Any variance to this is based on supplier's discretions.
- f. All credit card holders must be present at pickup.
- g. Please note that the car, campervan and motorhome rental companies reserve the right at their sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions. Even though it's you that solely decides what date to travel we will assist you with all our available resources and information prior to booking and before travel to help you decide on an appropriate time to travel.

13. Concerns whilst travelling

- a. Once you have commenced on your travel with the rental vehicle please keep handy the suppliers 24 help desk contacts details given to you at pickup by the supplier. In the event of an accident you must notify the supplier/vehicle operator immediately of any concern whatsoever so they may be able to assist in resolving your concerns immediately.
- b. In the event that a customer/client has a complaint about any of the travel arrangements or vehicle rental, they must advise the relevant supplier at the time and inform Goholi Pty Ltd in writing. This will assist settlement of any grievance or complaint. Any dispute over the quality, fitness and condition of the product is between the customer/client and the product supplier and as such, Goholi Pty Ltd cannot be held liable for any problem with the product supplied.

14. Your 'Responsibility' and 'Travel Insurance'

- a. We strongly advise that you take out full travel insurance. Unforeseen circumstances that may require you to cancel travel plans can be very costly especially when the cancellation occurs shortly before commencement of a hire. In most cases this will incur a heavy penalty by the vehicle operator including total loss of the hire costs paid by you. Please ensure you have adequate travel insurance cover.
- b. Goholi Pty Ltd as a broker or operator or agent finalises all arrangements for these products on the express condition that it shall not be held liable for any injury, any loss, loss of monies, accident, cancellation of travel, delay or irregularity which may be occasioned either by reason of any defect in any vehicle, equipment failure or loss, war, acts of terrorism, any national and international crisis, pending weather such as cyclones, road restrictions imposed by suppliers at pickup, water vessel, aircraft or equipment or by Acts of God or through the acts of default of any company or person engaged in renting the vehicle and conveying the passengers or in carrying out our arrangements of tours or otherwise in connection herewith.
- c. Goholi Pty Ltd reserves the right to change any of the facilities, services or prices described in the information provided.
- d. Goholi Pty Ltd including it's agent's, it's affiliates, sub-contractor's or staff accepts no liability for any action or activity undertaken by the customer/client arranged independently or by Goholi Pty Ltd while on holiday.
- e. Goholi Pty Ltd including it's agent's, affiliates, sub-contractor's or staff shall not be liable to compensate customer/clients for associated expenses incurred as a result of their booking what so ever. No refund will be made for any unused services that are included in the price.
- f. Once the hire commences when the rental vehicle has been collected, and the rental agreement contract between the hirer and the rental supply company has been signed, the Terms and Conditions contained within that contract apply in full.

- g. Any failure of a rental supply company to provide the vehicle they confirmed as being reserved is entirely the responsibility of that rental supply company. Every endeavour will be made by the rental supply company to provide an equivalent or better vehicle as set out in their Terms and Conditions and Goholi Pty Ltd accepts no responsibility for this or for any situation where a reserved vehicle is unavailable.
- h. Goholi Pty Ltd will not be responsible for any false information supplied by the hirer to the supplier on the rental agreement or incidents.
- i. The customer acknowledges and agrees that many events relating to the services displayed on this site are beyond our control and such we are not liable for such occurrences including: supplier price fluctuation, cancellation or class of vehicle booked not available, vehicle not available at pickup, variation of services, conditions of travel, currency of information, non- performance of services by suppliers or rental companies and rental companies' accountability.
- j. Goholi Pty Ltd accepts no liability for personal injuries and losses.

15. Errors, omissions and disclaimers

- a. Goholi Pty Ltd and Australia 4 Wheel Drive Rentals as a broker or operator or agent are not liable for errors and omission on Quotes and ETickets'. If a discrepancy has been found we will advise of any amendment relevant and noted. The suppliers Counter Agreement and Summary of Terms and conditions always overrule and apply except in cancellation fees where the security deposit factor is relevant.
- b. If a pricing calculation error or a error in the condition of the terms has occurred Goholi Pty Ltd and Australia 4 Wheel Drive Rentals will not be liable for any financial difference. If the summary of terms is different to the suppliers counter agreement Goholi Pty Ltd and Australia 4 Wheel Drive Rentals will not be held responsible as summary of terms and counter agreement are available and supplied at different times of the year.
- c. Any feature is a guideline only and are subject to change. While every effort has been made to provide the most accurate photographs and content we advise that information on this web site may contain technical inaccuracies or typographical errors. All vehicle specifications, contents & layouts are subject to change without notice & may vary due to modifications and/or upgrades. Goholi Pty Ltd and Australia 4 Wheel Drive Rentals cannot be held liable for any such variance.
- d. Weather - Where we refer to seasons and seasonal descriptions, please note the weather can be unpredictable and out of character of previous seasonal patterns.
- e. Any maps featured in this website, dates, itineraries, Australian information and distances suggested are or may not be accurate, up to date or to scale and should be used as a guide only.
- f. Comments on vehicles, places and locations are in good faith. If you find any discrepancy please notify us in detail to consider immediate amendments.
- g. Vehicle Hire - Only refer to the supplier's terms and conditions for the correct wording and meaning of the words 'Liability', 'Security', 'Bond' and 'Excess' and 'Excess Reduction Options'
- h. Australia 4 Wheel Drive Rentals and its staff, Goholi Pty Ltd and its staff, and the website owners do not claim you, the passenger, traveller or hirer will have the chance to see areas depicted in photographs on our websites as these photographs are offered as a guide only.

16. Drivers license and minimum age

Each suppliers terms and conditions full apply.

17. Disclaimer

- a. All supplier vehicle specifications, supplier images, supplier lists of inclusions and supplier terms and conditions are provided by the supplier rental companies and may

change at any time without notice. All vehicle information is presented in a simple and clear format that enables easy comparison. Images are for illustration purposes only and may vary from the actual vehicle provided. As vehicles may be upgraded or changed at any time the images may not show all variations within a vehicle category. Illustrations and text in any of our brochures/documentation/web page are representations only of the product depicted. Variances in actual products offered could occur due to modifications and/or upgrades to the product design.

- b. Details are indicative of the vehicle that will be supplied under your booking. Actual vehicles may vary according to year of manufacture and availability but your vehicle will be suitable for the required number of persons and have equivalent or better specifications to those listed in this website. Vehicles cannot be requested by make, model, year of manufacture or features. This is part of suppliers terms.
- c. Rates and Conditions quoted in our brochures and/or documentation are subject to change without notice. You will agree to verify the information with the provider of the service should you take any action after reading these pages. You will agree to indemnify Goholi Pty Ltd and Australia 4 Wheel Drive Rentals, it's staff, it's sub-contractors/agents and www.goholi.com, www.goholi.com.au, and www.goholiaustralia.com and it's websites, and all other access providers that enabled you to access this site for all foreseeable and unforeseeable results of any actions you take based on the material contained in this site.
- d. We reserve the right to levy any government increase in local taxes that may be introduced after the publication of this site, however, we will make every effort to ensure that you are notified of any of these matters either prior to your booking or as soon as practicable after we have knowledge of such increases.
- e. Goholi Pty Ltd Australian Company Number 117 423 024 and Australia 4 Wheel Drive Rentals an Australian Business ABN No: 54 561 356 425 incorporating their group of web sites including www.goholi.com, www.goholi.com.au, and www.goholiaustralia.com act as a booking agent for the customer/client (you). This user agreement shall be interpreted in accordance with the law of Northern Territory in the Commonwealth of Australia. The actions, claims, demands or suits arising out of this agreement shall be exclusively justifiable in the courts of the said state. Goholi Pty Ltd and Australia 4 Wheel Drive Rentals has the sole authority to vary or omit any of these terms.

Important please note

240 Volt Power Why we are specialists - Information and keeping you informed with details such as 240 Volt Power to all vehicles: Vehicles with 240 Volt wiring such as motorhomes can only be connected to 240Volts (15amps) mains at recognized camp grounds that have applicable 240Volt (15amps) mains connections suitable Motorhome and Campers. They are not suitable or allowed for normal house extension leads and generators. This is not explained by many and we feel it is important you know the capabilities of your vehicle.

For Your Knowledge

Australian Competition & Consumer Commission, Page 13: Extract - July 2010

It is common in the car rental industry for vehicles to be assessed for any damage after the customer has left - often the car is left at a checkpoint and is inspected later when it is prepared for the next customer. This means customers can then be charged for alleged damage at your discretion. Your customers should be made aware that their credit card may be later debited for the cost of any repairs to the vehicle. Consumers should be made aware of the terms and conditions they are agreeing to.