AGENT PACK

Rental Terms & Insurance Guide

Elements RV World · Australia

Effective 5 November 2026

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Start with the What's Changed summary for a quick overview of the updates. The Insurance Coverage Guide and the Rental Terms follow in full. If anything in a summary differs from the Rental Terms, the Rental Terms apply.

WHAT'S CHANGED

What's Changed – Elements RV World Rental Terms and Insurance Guide – Australia (November 2026)

Effective 5 November 2026

Compared with the terms currently published on elementsrvworld.com (AU). The new documents are: ERV Rental Terms – Australia and the ERV (AU) Insurance Coverage Guide.

1 Documents and structure

- Elements RV World now has **separate New Zealand and Australia terms**, replacing the single document.
- Plain, consistent wording and the same clause numbers and headings across both brands, with new definitions (Agreement, Rental Agreement, Authorised Driver, Start Date, Return Date, Fair Wear and Tear).
- Clearer explanations of the Bond, deductions, what is and isn't covered, roadside assistance, breakdowns and accidents. Fees now say what they cover.
- Complaints: acknowledgement within 5 business days and a substantive response within 20 business days where reasonably practicable.
- New Insurance Coverage Guide for ERV AU, matching the terms.

2 Bookings, deposits, cancellations and payments

	Current terms	New terms
Deposit	20%	**10% deposit on direct bookings** (ERV AU direct bookings drop from 20% to 10%)
Cancellation 60+ days	Full refund (less card fee)	Free from 31+ days
Cancellation fees	25–60 days 10%; 7–24 days 30%; 1–6 days 50%; within 24 hours or no-show 100%	**31+ days no fee; 7–30 days 20%; 1–6 days 50%; on the day or no-show 100%**
COVID-19 credit clause	100% credit towards a future booking	Removed
Card surcharge	2.7% (Visa, Mastercard, Amex)	**No card surcharge**

- Cancellation fees are now explained as a genuine estimate of loss. If the pick-up date is changed and the booking is later cancelled, the fee may be based on the original pick-up date.
- Cancelling and rebooking the same or a substantially similar hire is treated as a cancellation, and the cancellation fee applies.
- Pricing errors: confirmed prices stay fixed, but an obvious and genuine pricing error may be corrected or the booking cancelled, with a full refund if the customer doesn't accept.
- Vehicle availability: if the booked vehicle is unavailable for reasons beyond our control, we may provide a comparable or superior vehicle at no extra charge, or refund.

3 Insurance options, bond and liability

Daily fees and bond/liability amounts are unchanged. The wording and how they work is clearer.

Option	ERV AU
No Worries	AUD $35/day; $0 bond, $0 liability
Risky Business	$0/day; bond and max liability AUD $5,000 (all vehicles; replaces the "$5,000–$7,500" range on the current AU page)
Third-party property cover	Up to $2,000,000 per incident

- **No Worries now transfers to an approved replacement vehicle** for the rest of the hire.

- **$0 liability is not affected if we can't recover costs from a third party.** The current terms say the hirer is liable where a third party causes damage and recovery fails.
- **Replacement vehicle bond:** the current rule that the bond doubles for a replacement vehicle after an accident has been removed. A new bond may be required for the replacement.
- The Bond is security only and does not set or increase liability. It may be taken as a pre-authorisation, hold or charge; only amounts properly due are deducted, with an emailed explanation, and the undisputed balance is released promptly (bank processing 5–10 business days).
- Towing and recovery under Risky Business fall within the customer's per-incident liability.
- Full exclusions list, including restricted roads, warning lights, theft without reasonable precautions, reckless use, unauthorised racks or chains, overloading, and mechanical failure unless caused by a specified event.
- The ERV AU terms no longer refer to TREK's "Danger Zone" option.

4 Fees

Fee	Current terms	New terms
Unauthorised late return	Daily rate + late fee up to $500	Daily rate per overdue day + **$250 late-return admin fee** + reasonable losses directly caused
Return to another location	Relocation fee up to $500	Reasonable relocation costs actually incurred, **capped at $5,000**
Cleaning (vehicle not returned clean)	Up to $250	Up to $350
Grey water not emptied	Up to $500	Up to $100
Fuel not refilled	Refill cost + $20 admin	Refill cost + a reasonable administration fee
Damage administration (uncovered claims)	$75	**$60 per claim** (down from $75 to $60)
Infringement admin fee	$60	Unchanged: $60
Smoking / animals cleaning fee	Up to $250	Unchanged: up to $250
GPS / device charge (up to $700)	In current terms	Removed

- Damage found after return can be charged only if we can reasonably show it wasn't there at pick-up and happened during the hire; we'll notify the customer promptly.

5 Other changes

- Accommodation: if a breakdown or incident we're at fault for stops the journey, we may reimburse reasonable accommodation for up to 4 nights at up to $75 per person per night (at our discretion, prior approval where practicable, receipts required; funded by Elements, not an insurance benefit).
- Breakdowns: if repair is expected to take longer than 5 days, a replacement vehicle is provided, subject to availability. Compensation for loss of use may be limited to a pro-rata refund.
- New clauses: force majeure, and safety-based temporary road or location restrictions.
- Privacy: location and speed tracking wording removed (we don't use GPS trackers).
- Contracting entity Elements World Pty Limited (ACN 682 850 808; ABN 73 682 850 808), 2/4 Craft Court, Miami QLD 4220; NSW depot services provided by a contractor.
- Australian Consumer Law guarantee statement and AU-specific refund wording added.
- Australian P2 (green) licences accepted; overseas licence holders must be entitled to drive in each state visited.
- Where an infringement can lawfully be transferred, we nominate the responsible driver.
- New AU child-restraint clause: children must be secured in an approved child restraint suitable for their age and size, as required by the Australian Road Rules and state or territory road rules; correct installation is the hirer's responsibility.

This is a summary. The Rental Terms, the signed Rental Agreement and the Insurance Coverage Guide apply.

INSURANCE COVERAGE GUIDE

Insurance Coverage Guide | Australia

Effective 5 November 2026

Updated October 2026 – matches the Elements RV World Rental Terms (October 2026)

Compare your cover options

Risky Business

Daily fee
AUD $0

Bond
AUD $5,000 – normally a pre-authorised hold on your card, not a charge

Your maximum vehicle damage liability per incident
Up to AUD $5,000

Third-party property cover
Up to AUD $2,000,000 per incident*

No Worries

Daily fee
AUD $35/day

Bond
AUD $0

Your maximum vehicle damage liability per incident
AUD $0*

Third-party property cover
Up to AUD $2,000,000 per incident*

*Terms and Conditions apply. The Bond is security for amounts properly due; it does not set or increase your liability.

What you pay if something happens

$0 – nothing to pay You pay up to the amount shown Subject to conditions Not covered

Coverage	Risky Business	No Worries
Accident towing and recovery	Up to AUD $5,000 liability*	$0 liability*
Single-vehicle accident	Up to AUD $5,000 liability*	$0 liability*
Multiple-vehicle accident	Up to AUD $5,000 liability*	$0 liability*
Windscreen damage	Up to AUD $5,000 liability*	$0 liability*
Exterior and interior accidental damage	Up to AUD $5,000 liability*	$0 liability*
Theft-related damage	Up to AUD $5,000 liability*	$0 liability*
Fire damage	Up to AUD $5,000 liability*	$0 liability*
Vandalism	Up to AUD $5,000 liability*	$0 liability*
Tyre damage	Up to AUD $5,000 liability*	$0 liability*
Replacement vehicle	Not guaranteed; subject to availability, location, liability for the accident and remaining hire period*	Not guaranteed; subject to availability, location, liability for the accident and remaining hire period. No Worries transfers to the approved replacement*

*Terms and Conditions apply. No Worries tyre protection includes repair or replacement of up to two accidentally damaged tyres per rental. Windscreen protection includes unlimited repairs of minor windscreen chips and one full windscreen replacement per rental. Wear and tear, pre-existing damage, deliberate or reckless misuse and all other exclusions remain outside cover.

Key exclusions – not covered under either option

- Driving under the influence of alcohol or drugs
- Driving by anyone who is not an Authorised Driver
- Off-road use, including beaches, sand, fire trails, tracks, fields and paddocks (reasonable use of access roads to recognised campgrounds is permitted unless prohibited by Elements)
- Driving on a non-gazetted or non-public road
- Continuing to drive after a warning light or warning indication where the driver knows or should reasonably know it may cause or worsen damage
- Incorrect or contaminated fuel, or any incorrect substance in a fuel or fluid system, including resulting repair, cleaning, towing and recovery costs
- Theft or attempted theft where reasonable precautions were not taken
- Personal belongings
- Reckless, wilful or illegal use; racing, rallies, speed testing, taxi, courier or driving-test use
- Unauthorised roof racks or snow chains, incorrect fitting or use of roof, ski or bike racks or chains, or driving without chains where required
- Use outside the agreed hire period, loading beyond manufacturer limits, or damage linked to an offence for which the driver is convicted
- Delivery costs for a replacement vehicle where the relevant event is excluded (unless Elements is in breach)

Mechanical and component damage: insurance does not generally cover failure or breakdown of the engine, cooling system, transmission, fuel system, braking system, electrical or electronic system or another mechanical component. This does not prevent cover where physical damage is directly caused by a specified event such as collision, overturning, fire, theft, malicious damage, water immersion, hail, storm, lightning, natural disaster or animal impact. Ordinary breakdowns not caused by your breach, negligence or misuse remain our responsibility.

Fees at a glance

Fee or charge	Amount (AUD)	Clause
Damage administration fee	$60 for each damage claim not covered under your selected Insurance Option	16.2
Infringement administration fee	$60 per infringement	15
Toll processing fee	Toll amount plus $3 for each toll-road charge	15
Unauthorised late return	Daily rental rate for each overdue day, plus a $250 late-return administration fee	17
Unauthorised return to another location	Reasonable relocation costs actually incurred, up to $5,000	17
Cleaning fee	Up to $350	17
Grey-water fee	Up to $100	17
Fuel refill charge	Cost of refilling to the required level, plus a reasonable administration fee	17
Smoking or animals in the Vehicle	Cleaning fee of up to $250	6
Card payment surcharge	None for Australian hires	7
Baby seats, roof racks and snow chains	$40 each per rental, subject to availability	14
Additional driver	AUD $25 per additional driver	14

Summary of the main fees in the Elements RV World Rental Terms – Australia. The clause number shows where each fee is set out; the Rental Terms apply.

This guide is a summary only. The Rental Agreement, the full Elements RV World Rental Terms and the applicable insurance policy determine cover. If anything in this guide differs from the Rental Terms, the Rental Terms apply. Each incident is assessed separately.

RENTAL TERMS

Elements RV World Rental Terms – Australia

Effective 5 November 2026

Updated October 2026. See also: ERV Insurance Coverage Guide (PDF) (available on our website)

These terms, the Booking Confirmation and signed Rental Agreement form the Agreement for hires with Elements RV World. If inconsistent, the signed Rental Agreement prevails only for booking details and selections expressly recorded in it, subject to non-excludable consumer rights.

Country specific details

Australia: contracting entity Elements World Pty Limited (ACN 682 850 808; ABN 73 682 850 808); currency AUD, GST inclusive; Australian Consumer Law; infringement administration fee $60; toll processing fee $3 per toll-road charge; emergency 000; support +61 7 3543 3040; roadside 24/7 Roadservices; restricted roads any non-gazetted or non-public road; governing law of the Australian state or territory where the hire begins.

Contracting company registration details and addresses:

Australian contracting entity: Elements World Pty Limited (ACN 682 850 808; ABN 73 682 850 808), trading as Elements RV World. Registered address: 2/4 Craft Court, Miami QLD 4220. NSW depot services are provided by a contractor on behalf of Elements World Pty Limited, which remains responsible to you under this Agreement.

1 Your consumer rights

These terms operate in addition to your rights under applicable consumer protection laws, including the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)). Nothing in this Agreement excludes, restricts or modifies a right or remedy that cannot legally be excluded, restricted or modified.

For Australian hires: our services and goods come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have it rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion.

2 Key terms used in this agreement

Agreement	these terms, the Booking Confirmation and the Rental Agreement, together forming the agreement between Elements and the Hirer.
Rental Agreement	the document signed by the Hirer recording the vehicle, booking details, selected Insurance Option and other hire particulars.
Bond	an amount authorised before pick-up as security for payment of amounts properly due. It is separate from your liability.
Liability	amounts you are legally responsible to pay under this Agreement, subject to your selected Insurance Option, applicable limits and exclusions and non-excludable consumer rights.

Booking Confirmation	the document or communication confirming the agreed booking details and rental price.
Confirmation	Elements' notice accepting a booking request and confirming that the booking has been secured, including confirmation of your vehicle type, price, bond, dates and pick-up and return points.
Fee	the rental charge and any agreed extras or other charges payable under this Agreement.
Hirer	the person named as hirer in the Rental Agreement and, where applicable, any person who agrees to be responsible for payment under this Agreement, including a cardholder whose payment method is used for charges authorised under this Agreement.
Insurance Option	Risky Business or No Worries, as selected in your Rental Agreement.
Vehicle	the hired vehicle, including its tyres, tools, accessories and any approved replacement vehicle.
Start Date	the date and time the rental period begins, as stated in the Rental Agreement.
Return Date	the date and time the rental period ends, as stated in the Rental Agreement.
Fair Wear and Tear	ordinary deterioration arising from normal and reasonable use of the Vehicle and does not include damage, neglect, misuse, breakage or loss.

3 Your rental period

Your hire runs from the Start Date and time to the Return Date and time stated in your Rental Agreement.

Charges are calculated per calendar day. The pick-up day is day one and the return day is the final day, regardless of the collection or return time.

Minimum rental periods may change before Confirmation is issued. Once Elements issues your Confirmation, the minimum rental period for that booking will not change.

4 Rates changes and cancellations

4.1 Confirmed booking price

Once we issue your Booking Confirmation, the rental price and the prices of extras included in that Booking Confirmation are fixed for the agreed booking. Later changes to our advertised rates, discounts, promotions or seasonal prices do not change your confirmed price. A later lower price does not entitle you to a price reduction, refund or credit, and a later higher price will not increase your confirmed price.

Despite clause 4.1, Elements may cancel a booking or offer a corrected price where the confirmed price resulted from an obvious and genuine pricing error that a reasonable person would have recognised as a mistake. If the customer does not accept the corrected price, all amounts paid for the booking will be refunded in full.

4.2 Booking amendments

If you request a change to the vehicle category, rental dates, pick-up or return location, or extras, we will quote any price adjustment for that change before you agree to it. Changes are subject to our approval and availability and take effect only when agreed and confirmed in writing. Additional rental days or extras may be charged at the rate quoted for those additions. We will not reprice an unchanged booking solely because our advertised rates have changed.

This clause does not prevent charges properly payable under this Agreement for matters such as fuel, kilometre-based Road User Charges, tolls, infringements, damage or an unauthorised late return. It does not limit your cancellation rights, any express price-match promise we have made, or any rights or remedies available under applicable consumer protection laws.

4.3 Requests deposits and cancellations

Requests to amend or extend a booking must reach us at least 48 hours before the Return Date.

A deposit of 10% of the booking value is due when the booking is made or amended.

The cancellation charges represent a genuine estimate of the loss likely to be suffered by Elements as a result of cancellation, including administration costs and the reduced opportunity to re-book the Vehicle.

4.4 Vehicle availability

If the booked Vehicle is unavailable for reasons beyond our reasonable control, we may provide a comparable or superior replacement Vehicle at no additional charge. If no suitable replacement Vehicle is available, our liability is limited to refunding amounts paid for the Booking or affected rental period, subject to any rights or remedies that cannot lawfully be excluded.

Cancellation fees

When you cancel	Cancellation charge
31 days or more before the Start Date	no cancellation fee; all amounts paid are refunded, less any lawfully non-refundable card or transaction fees disclosed before booking. For Australian hires, no card payment surcharge is deducted.
7 to 30 days before the Start Date	20% of total hire charges.
1 to 6 days before the Start Date	50% of total hire charges.
On the Start Date or no-show	100% of total hire charges.

For Australian hires, 'total hire charges' means the rental charge for the booked period and does not include daily Insurance Option fees or extras that are not supplied. If Elements re-hires the Vehicle, or another vehicle of the same category from the same depot, for any part of the cancelled period, Elements will refund the part of the cancellation fee that relates to the re-hired days.

If you request a change to the pick-up date and later cancel the booking, Elements may calculate the cancellation fee by reference to the original pick-up date where reasonably necessary to reflect the loss arising from cancellation of the original booking, subject to applicable law.

If you cancel a confirmed booking and subsequently make a new booking for the same or a substantially similar hire period, vehicle category or itinerary, Elements may treat the original booking as cancelled and apply the applicable cancellation fee. Any new booking will be treated as a separate booking and priced according to the rates available at the time of rebooking.

5 Who can drive

Only an Authorised Driver named in the Rental Agreement may drive the Vehicle. Each Authorised Driver must be at least 18 years old, hold a current full licence (or an Australian provisional P2 (green) licence) valid for the Vehicle and present that licence at pick-up.

A licence not in English must be accompanied by the original current licence and an approved English translation or international driving permit.

For Australian hires, an overseas licence holder must be entitled to drive on that licence in each state in which the Vehicle is driven (in NSW, generally for up to six months after arrival as a temporary visitor). A licence not in English must be accompanied by an International Driving Permit or an English translation by a NAATI-certified translator or the issuing country's embassy or consulate. Provisional licence holders must display P plates and comply with all licence conditions.

An Australian Green P licence is accepted provided all applicable licence conditions are complied with.

Learner licences are not accepted. A breach of licence conditions may void cover and permit Elements to terminate the hire.

A driver added after pick-up must first be approved by Elements and must satisfy the same requirements.

6 Your responsibilities during the hire

Return the Vehicle as clean as received, with a full fuel tank and full gas bottle.

Take reasonable care when driving, handling and parking the Vehicle, and lock it whenever unattended.

Maintain recommended oil, coolant, battery water and tyre pressure levels and respond promptly to any warning light or other warning indications.

Do not smoke or carry animals in the Vehicle, except a registered assistance dog. A cleaning fee of up to $250 may apply.

Ensure every Authorised Driver understands and follows this Agreement and carries their licence while driving.

Report any accident, damage, defect or mechanical failure within 24 hours of becoming aware of it.

Australian hires: children must be secured in an approved child restraint suitable for their age and size, as required by the Australian Road Rules and the road rules of the state or territory in which the Vehicle is driven. Correct installation is the Hirer's responsibility.

Follow all applicable road and transport laws.

For safety reasons, Elements may temporarily restrict travel to certain locations or roads where weather, road, safety or other conditions create a materially increased risk of damage or injury. We will notify the Hirer of any such restriction as soon as reasonably practicable.

Do not carry paying passengers, sublet or re-hire the Vehicle, use it for courier or delivery work, drive under the influence of alcohol or drugs, race or test it, overload it, or permit an unauthorised or unlicensed driver to use it.

Do not interfere with the odometer, speedometer, engine, transmission, brakes, suspension or other vehicle systems.

Ensure the information provided to Elements remains accurate and notify Elements promptly of any material change.

7 Payment

Pay all amounts due before collection using a payment method accepted by Elements.

You authorise Elements to charge your nominated card for amounts properly payable under this Agreement, including charges expressly identified in this Agreement and amounts reasonably incurred as a result of your breach of this Agreement. Except where immediate charging is reasonably necessary, Elements will provide prior notice of any post-hire charge and the reason for it. For Australian hires, except for tolls and infringements charged under clause 15, Elements will give you written notice of any post-hire charge, with an itemised explanation and supporting information, at least 7 days before charging your card, and will consider any dispute you raise in that period before charging.

No card payment surcharge applies to Australian hires.

You are responsible for the cost of petrol or diesel used during the hire. Bank fees, currency conversion charges and exchange-rate movements are your responsibility.

The cardholder is jointly liable with the Hirer for amounts properly payable under this Agreement. Elements may charge amounts properly due for up to six months after the hire ends where those amounts relate to events occurring during the hire period.

8 Your liability for damage

If more than one person is named as Hirer, each is jointly and severally liable for amounts properly due under this Agreement.

You are responsible, to the extent that you are legally responsible under this Agreement and applicable law, for loss of or damage to the Vehicle and its accessories, including related losses such as reasonable towing, recovery, salvage and actual lost rental income reasonably incurred as a direct result of the Vehicle being unavailable for hire. You are also responsible for loss or damage caused by you, an Authorised Driver or your passengers, to the extent you are legally responsible under this Agreement and applicable law.

You must indemnify Elements for claims resulting from your breach of this Agreement or reckless, wilful or negligent conduct by you, an Authorised Driver or passenger, only to the extent that you are legally responsible for those claims. Your selected Insurance Option and its applicable limits, benefits and exclusions apply to liability under this clause, including any indemnity.

You are not responsible for loss caused by Elements' breach or negligence.

Claims arising from the hire period may be assessed or pursued after the Vehicle is returned. Return of the Vehicle does not extinguish those claims. The same Insurance Option limits, exclusions, consumer rights and applicable statutory limitation periods continue to apply. The six-month card-authorisation period in clause 7 is a payment authority and does not extend any legal claim period or create additional liability.

Where reasonably practicable, Elements will notify the Hirer promptly after becoming aware of a claim and provide reasonable particulars of the basis of that claim.

9 Insurance options

Risky Business - no daily fee. Liability is up to $5,000 per incident for all vehicles.

No Worries - $0 damage liability per incident, subject to all exclusions and conditions. The daily fee for Australian hires is AUD $35.

Under No Worries, tyre protection includes repair or replacement of up to two accidentally damaged tyres per rental. Windscreen protection includes unlimited repairs of minor windscreen chips and one full windscreen replacement per rental. Wear and tear, pre-existing damage, deliberate or reckless misuse and all other exclusions remain outside cover.

Third-party property cover is provided up to $2,000,000 per incident, subject to the applicable policy, exclusions and conditions. Your own liability amount is shown above and in the Insurance Coverage Guide.

Each separate incident is assessed separately. Your selected option is recorded in the Rental Agreement.

10 What insurance does not cover

Driving under the influence of alcohol or drugs, or driving by anyone who is not an Authorised Driver.

Off-road use, including beaches, sand, fire trails, tracks, fields and paddocks. Reasonable use of access roads to recognised campgrounds is permitted unless prohibited by Elements.

Continuing to drive after a warning light or warning indication where the driver knows or should reasonably know that doing so may cause or worsen damage.

Theft or attempted theft where reasonable precautions were not taken; personal belongings; reckless, wilful or illegal use; racing, rallies, speed testing, taxi, courier or driving-test use.

Incorrect fuel, contaminated fuel, or any incorrect substance placed in a fuel or fluid system, including all resulting repair, cleaning, towing and recovery costs.

Unauthorised roof racks or snow chains, incorrect fitting or use of roof, ski or bike racks or chains, or driving without chains where required.

Use outside the agreed hire period, loading beyond manufacturer limits, or damage linked to an offence for which the driver is convicted.

Driving on a non-gazetted or non-public road.

Delivery costs for a replacement Vehicle where the relevant event is excluded, unless Elements is in breach.

11 Mechanical and component damage

Insurance does not generally cover loss or damage arising from failure or breakdown of the engine, cooling system, transmission, fuel system, braking system, electrical or electronic system, or another mechanical component. This does not prevent cover where physical damage is directly caused by a specified event such as collision, overturning, fire, theft, malicious damage, water immersion, hail, storm, lightning, natural disaster or animal impact. Incorrect fuelling and contamination remain excluded. The applicable insurance policy determines whether a particular loss, cost or expense is covered.

An absence of insurance coverage does not make the Hirer responsible for a mechanical failure. You are responsible for an uninsured expense only to the extent that you are legally responsible for it under this Agreement and applicable law. Ordinary breakdowns not caused by your breach, negligence, misuse or failure to comply with this Agreement remain our responsibility, subject to applicable consumer rights.

12 The Bond

The Bond is security for payment of amounts properly due under this Agreement and does not determine or increase your liability. The Bond may be taken by way of a pre-authorisation, hold or charge to a nominated payment card. Elements may deduct only amounts properly due under this Agreement and will notify you by email of the amount and the reason, together with reasonable supporting information, including photographs, repair estimates, invoices or other relevant records where available.

The Bond and liability amounts depend on the vehicle type and Insurance Option selected and are set out in the Insurance Coverage Guide and your Booking Confirmation.

Any amount retained after return must be reasonably necessary for a specific unresolved amount for which you may be responsible. We will explain the reason, keep you informed and release any undisputed balance promptly. Bank processing may take five to ten business days after release.

Bond deductions and amounts retained for eligible damage must not exceed the amount you properly owe under your selected Insurance Option. Eligible $0 liability under No Worries is not overridden because we cannot recover money from a third party. Excluded damage and other charges properly due under this Agreement may still be payable.

For a damage claim, we may retain only an amount reasonably related to your potential liability while the claim is assessed. Third-party recovery is not a condition for releasing amounts that you do not owe.

A new Bond may be required for an approved replacement Vehicle. No Worries transfers to that approved replacement for the remainder of the original hire period.

For Bond purposes, Damage and related losses may include third-party property damage, tyre and windscreen damage, towing and recovery costs, theft, fire, break-in, vandalism and lost rental income, subject in every case to your selected Insurance Option, applicable exclusions and consumer rights.

Damage exceeding Fair Wear and Tear discovered after return may be charged only where it occurred during the hire and you are responsible under this Agreement and applicable law and where Elements can reasonably demonstrate that the damage was not present at the start of the hire and occurred during the hire period. Elements will notify you of any such damage promptly after its return inspection.

13 Elements liability

Elements remains responsible for its breach of contract, negligence and all non-excludable consumer rights and remedies.

To the extent permitted by law, Elements is not responsible for loss caused by you, loss that you could reasonably have avoided or minimised, or events outside Elements' reasonable control. This does not exclude responsibility for Elements' own breach or negligence or any responsibility that cannot lawfully be excluded.

This clause applies to claims arising from services provided under this hire, including relevant acts or omissions of Elements' staff and agents. It continues to apply to those claims after the hire ends, subject to applicable statutory limitation periods. It does not create a general release of liability or remove rights or remedies that cannot be excluded.

Any permitted business-use limitation or contracting-out arrangement must be separately agreed in writing and meet the requirements of applicable law. Business use alone does not exclude consumer or fair-trading protections.

Neither party is liable for any delay or failure to perform its obligations under this Agreement to the extent that the delay or failure is caused by events beyond that party's reasonable control, including natural disasters, road closures, pandemics, government restrictions, strikes, transport disruptions, accidents, utility failures or other force majeure events. This clause does not limit any rights or remedies that cannot lawfully be excluded.

14 Extra costs

Additional driver: AUD $25 per additional driver.

One-way rentals are subject to approval and availability. Any one-way fee will be quoted at the time of booking.

Baby seats, roof racks and snow chains are $40 each per rental, subject to availability.

After-hours returns must be made to the agreed branch, not an airport car park. The Vehicle remains your responsibility until Elements takes possession during business hours.

15 Tolls and fines

You are responsible for every traffic, speeding, signal, parking, camping or other infringement incurred during the hire, together with every toll-road charge arising from your use of the Vehicle.

For Australian hires, Elements may arrange payment of toll-road charges and may charge the applicable toll amount plus a $3 processing fee for each toll-road charge to your nominated card at any time up to 14 days after the rental ends.

Elements may transfer an infringement into your name or pay it and charge your card. The administration fee is $60 per infringement.

For Australian hires, despite the previous paragraph, where an infringement can lawfully be transferred (including camera-detected offences), Elements will nominate the responsible driver to the issuing authority within the time required by law, using the details you provided, and the notice will be reissued in that driver's name. You are then responsible for paying or contesting it. Elements will pay an infringement and charge your card only where it cannot lawfully be transferred to you, and will charge no more than the amount payable by an individual for that infringement, plus the $60 administration fee. Before charging, Elements will email you a copy of the notice and the reason it could not be transferred.

Before charging your card for an infringement, Elements will email a copy of the infringement notice. You may challenge the infringement with the issuing authority or a court, or dispute the card charge through your card issuer. For Australian hires, you may challenge a transferred infringement with the issuing authority or a court.

16 Breakdowns accidents mechanical issues and accommodation reimbursements

16.1 Breakdowns mechanical issues and reimbursements

Report every accident, defect or mechanical failure within 24 hours of discovering it by calling +61 7 3543 3040. A delay in reporting may affect Elements' ability to investigate the claim and may affect reimbursement or insurance entitlements where the delay materially prejudices Elements or the insurer.

Australian vehicles use 24/7 Roadservices. Roadside assistance is available during the hire period for mechanical breakdowns and other eligible roadside situations.

Roadside assistance may include flat-battery assistance or a jump-start, emergency fuel assistance, tyre assistance, key lockout assistance, and towing or recovery following a breakdown or other eligible roadside event.

The roadside assistance provider determines the appropriate assistance. Receiving roadside assistance does not necessarily mean the service, replacement parts, fuel, keys, damage or associated expenses are covered. Costs not covered by the applicable insurance or roadside arrangement are payable by you only where you are responsible under this agreement and applicable law.

Where you must pay an authorised roadside expense upfront, Elements will reimburse the approved expense in its next payment run, subject to verification and the applicable policy terms and limits.

For a breakdown, Elements may arrange inspection and repair before providing a replacement Vehicle. Repair timeframes depend on third-party repairers and parts and may be affected by weekends, location and seasonal demand. If Elements reasonably expects the repair to take longer than five days, it will provide a replacement Vehicle, subject to availability.

Accommodation reimbursement

Where an incident or breakdown for which Elements is at fault prevents you from continuing your journey in the Vehicle, Elements may reimburse reasonable accommodation expenses for up to four nights, to a maximum of $75 per person per night. Reimbursement requires prior approval where reasonably practicable, valid receipts, confirmation that Elements was at fault, and compliance with the applicable terms and limits. Any accommodation reimbursement is funded by Elements and is not an insurance benefit. For Australian hires, this reimbursement is in addition to, and does not limit, any right you have under the Australian Consumer Law, including compensation for reasonably foreseeable loss caused by a failure to meet a consumer guarantee.

16.2 Accidents

After an accident, notify Elements within 24 hours; call 000 for injury or emergency; record all parties, witnesses and vehicles; obtain a signed written statement and any police report; do not admit liability; and do not arrange repairs or salvage without approval unless needed to prevent further damage.

A replacement Vehicle is not guaranteed. It depends on availability, location, liability for the accident and the remaining hire period. If none is available, Elements is not liable for accommodation or personal expenses unless Elements was at fault for the accident or incident or, for Australian hires, the Vehicle failed to meet a consumer guarantee under the Australian Consumer Law.

You may need to pay your own transport costs to reach Elements or leave an accident site, and delivery costs for a replacement Vehicle where the cause falls within an insurance exclusion. No Worries transfers to an approved replacement Vehicle.

A $60 damage administration fee applies to each damage claim that is not covered under the Hirer's selected Insurance Option, reflecting the reasonable administrative costs incurred in managing the claim.

If Elements is not at fault for the accident or incident and, for Australian hires, the Vehicle did not fail to meet a consumer guarantee, no refund is provided for any remaining rental days during which you cannot use the Vehicle, regardless of the Insurance Option selected.

Where compensation is provided because the Vehicle cannot reasonably be used as a result of a breakdown, accident or other incident for which Elements is responsible, compensation may be limited to a pro-rata refund of rental charges for the period during which the Vehicle could not reasonably be used. Any refund does not include optional insurance, surcharges or other charges already incurred, unless required by law. For Australian hires, this does not limit any refund or compensation you are entitled to under the Australian Consumer Law.

17 Returning the Vehicle

Return the Vehicle and keys on time to the agreed Return Location, unless Elements approves an extension or change. Early returns are not refunded, subject to any rights or remedies that cannot lawfully be excluded.

Approved late return or extension: subject to availability and Elements' prior written approval. The applicable daily rental rate applies for each additional day. No amendment fee applies.

Unauthorised late return: the applicable daily rental rate will apply for each overdue day. A late-return administration fee of $250, representing a reasonable estimate of the administrative costs associated with managing an unauthorised late return, also applies. Elements may also recover any reasonable additional loss, expense or liability directly caused by the unauthorised late return, including relocation costs, replacement vehicle costs, customer compensation paid to other customers and reasonable administration costs. The applicable daily rental rate is the daily rate in your Booking Confirmation; the additional loss recoverable under this paragraph does not include administration costs covered by the $250 fee; and relocation costs are recoverable only as set out in the next paragraph and are capped at $5,000.

Unauthorised return to another location: reasonable relocation costs actually incurred, up to a maximum of $5,000. Cleaning fee up to $350, reflecting the reasonable cost of returning the Vehicle to the condition required under this Agreement. Grey-water fee up to $100 where the Vehicle is returned without the grey-water tank being emptied as required, reflecting the reasonable cost of disposal and associated administration. Fuel refill charge equal to the cost of refilling the fuel tank to the required level, together with a reasonable administration fee.

18 If you breach this Agreement

Elements may refuse the rental, end the hire or recover the Vehicle without notice if you materially breach this Agreement, obtained the Vehicle by fraud or misrepresentation, the Vehicle is damaged in a manner that prevents its safe or intended use, or Elements or Police reasonably considers the driver unsafe or insufficiently skilled.

If the hire ends for these reasons, prepaid rental charges for unused rental days are not refundable where the hire is terminated because of the Hirer's material breach of this Agreement, and you must pay recovery and towing costs and any reasonable return-arrangement fee.

For Australian hires, the previous paragraph does not apply. Instead, if the hire ends because of your material breach, fraud or misrepresentation, Elements will refund prepaid rental charges for unused rental days less its reasonable costs and losses caused by the breach, including recovery and towing costs and any reasonable return-arrangement fee. If the hire ends for any other reason in this clause, Elements will refund unused prepaid rental charges.

19 General terms

Elements owns the Vehicle. You must not sell, sublet, lend, pledge, mortgage or otherwise deal with it.

All amounts properly due under this Agreement are payable on demand, including reasonable and lawfully recoverable collection and legal costs.

You may not transfer this Agreement without Elements' prior written consent. Elements may subcontract services without avoiding its contractual or legal responsibility to you.

A waiver on one occasion does not waive a right on another occasion. If a clause is unenforceable, it is read down or severed to the extent necessary and the remaining terms will continue in full force and effect.

This Agreement, the Booking Confirmation and the Rental Agreement record the agreed hire terms. This does not exclude express promises forming part of the Agreement or liability for misrepresentation. Any business contracting-out arrangement must be separately agreed in writing and satisfy applicable law.

20 Privacy

Elements collects personal information to manage the booking and hire and may be unable to provide the service without it. Information may include distance travelled and servicing data.

Information is handled in accordance with the Elements Privacy Policy and applicable law, including the Privacy Act 1988. Elements may collect, use and disclose your personal information for the purposes described in its Privacy Policy and as permitted by law. You may request access to and correction of your personal information.

21 Complaints and disputes

Contact Elements in person, by phone or at support@elementsrvworld.com. We will acknowledge complaints within 5 business days and aim to provide a substantive response within 20 business days where reasonably practicable.

If you are dissatisfied with the outcome, you may request escalation to management. Consumer-law issues may also be raised with the Australian Competition and Consumer Commission and the relevant state or territory body.

Download the Elements RV World Insurance Coverage Guide (PDF) (available on our website)