

EXPLORE MORE

RENTAL AGREEMENT TERMS AND CONDITIONS

Australian Rental Campervans - Effective 01 April 2011 - 31 March 2012

27) Personal and Company Cheques

Personal and Company cheques will not be accepted as payment for rentals at the time of pick-up. These must be received by Explore More 14 days prior to commencement of the Rental. Personal or Company cheques are not acceptable as the Vehicle Security Deposit.

28) Conditional Upon Payment

The Customer agrees that provision of any rental Vehicle is conditional upon Explore More being paid by the Travel Agent or Travel Wholesaler who arranged the Vehicle rental on the Customer's behalf. Explore More reserves the right to collect payment from the Customer in the event of a failure by the Travel Agent or Travel Wholesaler to pay for the rental.

29) Terminating the Agreement and Repossessing the Vehicle

29.1 The Customer acknowledges that Explore More may refuse any rental, terminate this Agreement and/or repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

(a) the Customer is in breach of any material term of this Agreement, particularly clauses 11 and 34;

(b) the Customer has obtained the Vehicle through fraud or misrepresentation;

(c) the Vehicle appears to be abandoned;

(d) the Vehicle is not returned on the agreed return date or Explore More reasonably believe that the Vehicle will not be returned on the agreed return date; or

(e) Explore More considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

29.2 The Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges or the Vehicle Security Deposit.

30) Cancellations

If a booking is amended within the cancellation fee period and subsequently cancelled, the cancellation fee for the original booking will apply. Cancellation fees apply as follows:

If cancelled up to 22 days prior to pick-up – No Fee

If cancelled from 21 to 7 days prior to pick-up – 20% of Gross Rental

If cancelled 6 to 1 days prior to pick-up – 50% of Gross Rental

If cancelled on day of pick up or No Show – 100% of Gross Rental

If Vehicle is returned early for any reason whatsoever – No refund available

31) Booking Amendments

Amendments to bookings prior to pick up do not attract additional booking amendment fees. In addition to other costs that may be incurred.

32) Proper Law

This Agreement is governed by the laws of the state of Victoria.

33) Customer Warranties

The Customer warrants that all information supplied by them to Explore More in connection with this Agreement is true.

34) Entire Agreement

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this Agreement.

1) Rates and Conditions

Rates and Conditions quoted in our brochures and/or documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by Explore More unless a booking is amended. Amendments prior to the vehicle collection date will be re-calculated at the rate applicable on the date of amendment. This applies to changing the vehicle type, reducing the number or rental days, changing pick-up dates and/or changing the pick-up or drop-off location. Where the number of rental days is being extended prior to pick-up (days are being added at the end of the rental with no change to the original pick-up date), the original rate which applied at the time of the original booking, will apply. Please note all prices are quoted and payable in Australian dollars.

2) Definitions

'This Agreement' means the Rental Agreement and these Terms and Conditions. 'Customer' means the person or persons nominated as the hirer and any person whose credit card is presented for payment of the Customer's charges. Refer to clauses 19 and 26 for information about the Vehicle Security Deposit requirements and credit card payments. 'Explore More' means Tourism Holdings Australia Pty Ltd. 'Rental Period' means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control. 'Vehicle' means the Vehicle hired by the Customer and includes tyres, tools, accessories, camping utensils, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle which may be provided.

3) Rental Duration

3.1 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is rented, the day of pick-up is counted as day one of the rental, regardless of pick-up time. The day of the Vehicle's return is counted as the final day.

3.2 Minimum rental period is 5 days. Minimum rental period for all one-way hires is 10 days. Minimum rental period for all same city hires is 7 days between 15 December and 5 January. Minimum rental period is subject to change.

3.3 Late pick up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

4) Delivery and Return of the Vehicle

4.1 The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and a full bottle of gas (if applicable)

4.2 The Customer will return the Vehicle in a clean condition with a full fuel tank and a full bottle of gas (If applicable and subject to any pre-purchase fuel and/or pre-purchase gas option being taken), on the return date, time and location set out in the Rental Agreement. Should the customer have the pre-purchase

fuel and/or the pre-purchase gas option there is not refund for unused fuel and/or gas.

4.3 Failure to adhere to these requirements will result in additional charges.

4.4 The Customer acknowledges that Explore More will reasonably determine what, if any, refund may be warranted if the Vehicle is returned or the Customer ceases to have the use of the Vehicle prior to the return date.

5) Branch Hours of Operation

All Explore More branches are open 7 days per week. Branches are closed Christmas Day (25 December). Explore More requests that clients collecting or returning their vehicle to be in the office by 3.30pm.

The Brisbane, Sydney (not applicable to Sydney downtown location) and Melbourne branches are open from 7.30am to 4pm, September to April, and 10am to 4pm, May to August. The Cairns branch is open from 7.30am to 4pm, May to October, and 10am to 4pm, November to April. The Sydney Downtown branch is open Monday to Saturday 10am to 5.30pm, Sunday 10am to 3.30pm, September to April, and Monday to Saturday 10am to 4.30pm, Sunday closed, May to August.

Please ensure that you allow adequate time to complete the required paperwork when collecting or returning your vehicle. All vehicles must be collected from and returned to an Explore More Campervan branch.

6) Change of Drop-off Destination

If the Customer wishes to change their drop-off destination, they must first obtain authorisation from Explore More. Subject to the change being approved, an additional charge of up to AU\$700 may apply, which will be notified to you at the time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change, except where Clause 11.4 is enforced.

7) Rental Extension

7.1 If the Customer wishes to extend their rental whilst on hire, they must first obtain authorisation from Explore More. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension, either by telephone or at an Explore More branch. The additional days will be at the Explore More published Gross Rate available at the time of the extension.

7.2 Failure to obtain an authorisation for a rental extension will result in a late fee of AU\$150 per day in addition to the daily rental rate for each day until the Vehicle is returned. The daily rental rate charged will be based on the Explore More published Gross Rates available per Vehicle for the extended rental period.

8) One-way Rentals

8.1 One-way rentals are available between all branch locations with the exception of return

one-way hires to Sydney Downtown, which are not available.

8.2 A One-way fee of AU\$260 is applicable per hire. One-way fees are additional to any other fees that may apply.

9) Licence

A full (non-probationary) resident country driver's licence must be presented at the time of rental for each nominated driver. If the licence is not in English format, an international driver's licence is also required.

An extra driver fee applies for each additional drivers licence details added to the rental agreement.

10) Age Restrictions

Drivers must be 18 years of age or over. A medical certificate stating that the Customer is fit to drive the Vehicle they have booked for the duration of the hire is required for drivers over the age of 75.

11) Use of the Vehicle

11.1 The Customer agrees that, during the Rental Period, the Customer will not allow the Vehicle to be:

(a) driven otherwise than in a prudent and cautious manner. A single Vehicle rollover is considered a breach of this condition and the Customer will be responsible for the first AU\$7,500 of the cost of damage as described in clause 17.8 regardless of fault; The AU\$7,500 is debited from the Customer's credit card immediately upon notification of accident to Explore More. A single vehicle rollover may include, but is not limited to, a Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle;

(b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;

(c) left with the ignition key in the Vehicle while it is unoccupied;

(d) damaged by:

(i) submersion in water

(ii) contact with salt water

(iii) creek or river crossing

(iv) driving through flooded areas

(v) beach driving

(e) used for any illegal purpose or in a race, rally or contest;

(f) used to propel or tow any Vehicle or trailer;

(g) used to carry passengers or property for hire or reward;

(h) used to carry more persons and/or weight than is permitted by any relevant authority, detailed in the Vehicle manual, on the Vehicle or specified in this Agreement;

(i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and

(j) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental. Where damage to the Vehicle is caused by a breach of this clause, or occurs

CONTACT DETAILS:

FREE PHONE: 1800 708 309

Branches in : • Cairns • Brisbane • Ballina-Byron Bay
• Sydney Downtown • Sydney Mascot
• Melbourne

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www.exploremore.com.au

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as a result of a breach of this clause, the hirer shall be responsible for the full cost of repair of all such damage.

11.2 Road restrictions apply as follows:

(a) Explore More Vehicles must not be used on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete). The Customer is responsible for all damage if travelling on these roads as defined in clause 17.8. Off road conditions include, but are not limited to: fire trails, beaches, sand, tracks fields or paddock. The only exception to this is reasonable use of access roads limited to maximum of twelve kilometres in length to recognised commercial campgrounds.

11.3 We value your well-being, and for safety purposes, Explore More reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the hire period. Explore More will advise you on pick up of any travel restrictions known at that time.

11.4 Where Explore More mandates a change in drop off location, fees as per Clause 6 will not apply.

11.5 The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of Explore More.

11.6 The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs.

11.7 The Customer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and will contact Explore More immediately should Vehicle warning lights indicate any potential malfunction.

12) Maintenance and Repairs

12.1 Explore More will reimburse Customers for expenditure up to AU\$200 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle that is not the fault of the Customer. For repairs costing over AU\$200, Explore More will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the Customer was not responsible for the damage. In all cases, GST receipts must be submitted for any repair or the claim will not be paid.

12.2 Subject to the terms of the Liability Reduction Option, the Customer will pay for the cost of repairing or replacing tyres damaged during the rental period except if the tyre is defective and is returned by the Customer to Explore More for inspection and is subject to a warranty claim on the manufacturer.

13) On-Road Assistance

(a) Any problems associated with the Vehicle, including equipment failure, must be reported to Explore More within 24 hours in order to give Explore More the opportunity to rectify the problem during the rental. Failure to do so will compromise any claims for compensation. Subject to clause 21, Explore More reserves the right to not accept liability for any claims submitted after this period. Please contact Explore More on 1800 670 232

14) Vehicle Availability

14.1 Vehicles cannot be requested by make, model or colour, only by Vehicle category.

14.2 Explore More will endeavour to supply the Vehicle category selected, however should the Vehicle booked be unavailable through unforeseen circumstances, Explore More reserve the right to substitute an alternative

Vehicle without prior notification. The alternative Vehicle shall be as close a substitute for the booked Vehicle as possible. Explore More will reasonably determine what, if any, refund may be warranted if a Vehicle substitution is required.

14.3 Should the Customer decide to voluntarily downgrade their Vehicle type from the category booked, they will not be entitled to a refund.

15) Title to Vehicle

The Customer acknowledges that Explore More retains title to the Vehicle at all times. The Customer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

16) For Your Protection

Personal Injury is covered in most cases through Registration Third Party Insurance. However, we strongly recommend that all people travelling in Australia out Personal Travel Insurance. Explore More does not accept any liability for personal injuries sustained during rental.

17) Vehicle Damage – Liability Reduction Options

17.1 The Customer understands that:

(a) the Vehicle is insured for damage to the vehicle and to the property of a Third Party;

(b) the Customer will have to pay a liability in respect of any damage incurred whilst in the Customers possession;

(c) the liability may be reduced by taking out Liability Reduction coverage.

17.2 Any Liability Reduction Option is void, and the Customer will be responsible for the total cost of any damage (as per clause 17.8) if the Customer breaches any of the conditions of clause 11 and 18.

17.3 If no Liability Reduction Option is taken, the Customer is responsible for the first AU\$3,500 where the customer is between 18-20 years of age or AU\$2,500 where the customer is 21+ years of age of the cost of damage as described in clause 17.8.

17.4 With “No Worries” Liability Reduction Option 1 the Customer is responsible for the first AU\$1,500 where the Customer is between 18-20 years of age or AU\$1,000 where the customer is 21+ years of age of the cost of damage as described in clause 17.8.

17.5 With “No Worries” Liability Reduction Option 2 the Customer is responsible for the first AU\$250 where the Customer is between 18-20 years of age of the cost of damage as described in clause 17.8. Where the customer is aged 21+ years the customer will not have a liability, subject to clause 18.

17.6 The vehicle security deposit applies in respect of each claim, not rental.

17.7 The liability is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. The Vehicle Security Deposit will be refunded only if Explore More is successful in recovering the cost of the damages from the Third Party. Please note that Third Party Claims can take many months to resolve.

17.8 Damage includes any and all damage to third party property, damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break in or vandalism. This also includes the cost of the daily rental rate for the period the Vehicle is off fleet for repair.

17.9 Explore More offers an option to purchase Tyre and Windscreen cover. This option can only be taken in addition Liability Reduction Option 2. Subject to clauses 17 and 18, where Tyre and Windscreen cover is purchased, the hirer will not have to pay for accidental tyre and windscreen damage.

EXPLORE MORE STRONGLY RECOMMEND THAT OUR CUSTOMERS TAKE THE LIABILITY REDUCTION OPTION 2 AND TYRE AND WINDSCREEN COVER FOR TRAVEL WITH COMPLETE PEACE OF MIND.

18) Exclusions

The Customer acknowledges that they are responsible for all costs for the following damage irrespective of the Liability Reduction Option that may have been taken. Damage as identified below is specifically excluded from any Liability Reduction Option limitation of liability and the Customer remains fully liable for all costs incurred.

(a) for any damage due to Vehicle use in contravention of clause 11 ‘Use Of The Vehicle’;

(b) tyre and windscreen damage unless tyre and windscreen cover has been purchased;

(c) any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle) and driving under the influence of alcohol or drugs and negligence resulting in damage to the hired Vehicle or Third Party Vehicle/property;

(d) for any loss or damage to personal belongings: Explore More recommends the Customer does not leave valuables in the Vehicle and that they take out personal travel insurance;

(e) if the Customer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the hired Vehicle or Third Party vehicle/property;

(f) the cost to retrieve or recover a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;

(g) the cost to replace keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle;

(h) damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual. Vehicles are not to be used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental;

(i) drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence;

(j) any damage caused to the vehicle due to the use of snow chains;

(k) for all costs relating to overhead or underbody damage to the Vehicle however caused; and

(l) for any cost associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel.

19) Vehicle Security Deposit

19.1 A Vehicle Security Deposit is required for all hires. On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit. The Customer authorises Explore More to deduct from the Vehicle Security Deposit any amounts due by them to Explore More arising out of the Agreement. The Vehicle Security Deposit amount is determined by the Liability Reduction Option selected. Only

the Customers credit card is suitable for the purpose of supplying a vehicle security deposit, and the applicable amount will be debited to the Customer’s credit card at Check Out.

19.2 The Vehicle Security Deposit is a guarantee that the Vehicle will be returned on time, to the correct location, undamaged, in a clean condition and with full fuel tanks (fuel being petrol or diesel).

19.3 Explore More reserves the right to charge an AU\$220 soiling fee if the Vehicle is not returned in a clean condition. This includes smoking related cleaning, as smoking is not permitted in the vehicle. The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional AU\$125 soiling fee will be retained.

19.4 Except where the Customer has purchased Pre-purchase Gas Option and/or Pre-purchase Fuel Option, failure to return the Vehicle with full fuel tank and/or LPG tank will result in refill charges.

20) Procedures in case of Accident

If the Customer is involved in a motor Vehicle accident whilst on hire, the following procedures should be followed:

(A) AT THE ACCIDENT SCENE THE CUSTOMER MUST:

1. Obtain the names and addresses of third parties and any witnesses.

2. Report the accident to police, regardless of estimated damage costs.

3. Not accept blame or insist the other party is at fault.

4. If possible, photograph damage to all Vehicle(s) and registration number(s).

5. Phone the nearest Explore More Branch with the accident’s details within 24 hours.

(B) AT THE BRANCH

1. The Customer must produce their Driver’s Licence and hand over the police report (if applicable) and any supporting photographs.

2. The Customer is required to pay the liability (if applicable) and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting ‘the event’ and not at completion of the Rental Period.

3. The Explore More Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the Customer.

4. Explore More reserves the right to charge the daily rental rate for the period the Vehicle is off fleet for accident repairs.

(C) EXCHANGE VEHICLE

1. The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Customer charges may be incurred (see below).

2. If an Exchange Vehicle is required as a result of an accident, the Customer is responsible for making their own way to the nearest Explore More branch or pick up location at their own cost.

3. Explore More may offer the Customer the option of paying an “Exchange Vehicle Relocation Fee” to send a driver to deliver the exchange Vehicle to the Customer’s location.

4. The Customer will pay for any costs relating to delivery of a change over Vehicle as a result of any single Vehicle accident. This charge applies irrespective of any Liability Reduction Coverage taken.

5. A new Vehicle Security Deposit will be required for the exchange vehicle.

(D) TIME FRAME FOR SETTLEMENT OF

CUSTOMER LIABILITY CLAIMS

1. Explore More shall use best endeavours to ensure that any money due back to the Customer is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve. Explore More cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to Explore More’s Insurer and the Third Party, whether they be insured or not.

2. Explore More agrees to refund any Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment relating to third party claims.

3. For information regarding outstanding claims or Vehicle Security Deposit refunds please contact the Claims Department on +61 3 8398 8800 during office hours.

4. The Customer agrees to provide all reasonable assistance to Explore More in handling any claim including providing all relevant information and attending Court to give evidence.

Important Note:

Under no circumstances should the Customer attempt to start or drive a Vehicle that has been involved in an accident, damaged by roll-over, water submersion or any other means without permission from Explore More. If the Vehicle is un-driveable after an accident and the Customer would like to have a replacement Vehicle, which will be subject to time, distance and availability, the Customer must make his/her own way (at the Customer’s expense) to the nearest Explore More branch. Should the Customer require a change over Vehicle, a new Vehicle Security Deposit is required and this amount is determined by the Liability Reduction Option.

21) Release and Indemnity of Explore More

21.1 The Customer releases Explore More, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle.

21.2 The Customer hereby indemnifies and shall keep indemnified Explore More, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customers use and/or possession of the Vehicle.

21.3 Any indemnity required of the Customer shall not operate to indemnify Explore More in respect of any negligent act by Explore More.

21.4 Nothing contained in these terms and conditions shall exclude any express or implied conditions, warranties or requirements that cannot be so excluded under the Trade Practices Act or any other corresponding state legislation that may be applicable.

22) Infringements and Administration Fees

Explore More reserves the right to charge the Customer for any speeding, toll way or parking fines, and/or vehicle damage including Third Party property damage not reported on return of the vehicle. In addition to these costs Explore More, reserve the right to charge for associated administration costs for processing the fines (irrespective of liability) and/or all claims in the event of the Customer not having a NIL liability. In addition to the costs associated per fine and/or claim, an administration fee of AU\$60 will be applicable.

23) Rental Charges

Total charges as set out in your rental agreement are not final. The Customer will

pay any shortfall in charges to Explore More and the Customer will receive a refund for any overcharges made by Explore More. Wherever possible, any amendment to charges will be notified to the Customer at conclusion of rental, and the Customer agrees to payment of any such charges at that time.

24) Administration Fee

A surcharge of 3% of the total cost will be levied to cover state government taxes, duties, vehicle registration recovery and administration costs. This fee is included in the daily rental rate.

25) Payment of Charges – Joint and Several Liability

All charges and expenses payable by the Customer under this Agreement are due on demand by Explore More including any collection costs and reasonable legal fees incurred by Explore More. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the Customer pursuant to this Agreement.

26) Credit Card Payments

26.1 If a credit card is presented as payment, the credit card holder will be jointly and severally liable as a Customer.

26.2 The following credit cards will be accepted: Visa Card and MasterCard. A non-refundable 2% administration fee will apply to all Visa and MasterCard transactions. Credit card administration fees also apply to debited Vehicle Security Deposits. Only the hirer’s credit card is acceptable to use for the purpose of the Vehicle Security Deposit.

26.3 When payment is made by credit card, the Customer agrees that:

(a) Explore More is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer’s credit card issuer all amounts due by the Customer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a third party and all other additional charges as they are incurred including all parking and traffic infringement penalties, road toll fines and associated administration costs;

(b) the Customer will not dispute his/her liability to Explore More for any amount properly due under this Agreement and the Customer shall indemnify and keep indemnified Explore More against any loss incurred (including legal costs) by reason of notifying the Customer’s credit card issuer of such dispute;

(c) in the event that Explore More elect to accept payment of the Vehicle Security Deposit by holding a signed and authorised open credit card voucher which is returned to the Customer at the completion of the Rental Period, the Customer agrees that Explore More is entitled to recover payment from the Customer’s credit card issuer pursuant to paragraph (a) in respect of any amounts due which were not known at the time of return of the voucher; and

(d) Explore More may process credit card charges pertaining to the rental after the hire period.

26.4 The Customer acknowledges that all transactions under this Agreement are conducted in Australian dollars. Due to exchange rate fluctuations and bank fees there could be some variance between the amount initially debited against the Customer’s credit card and the amount refunded. Explore More accepts no liability for any such variation.