

## **CAMPERMAN AUSTRALIA GROUP PTY LTD TERMS AND CONDITIONS FOR RELOCATIONS AND RENTAL SPECIALS.**

Camperman Australia Group Pty Ltd Relocation, Rental Special Terms and Conditions (updated December 2010)

1. **DEFINITIONS:** The following definitions apply for these Terms & Conditions for CAMPERMAN Australia Group Pty Ltd. CAMPERMAN Australia Group Pty Ltd is herein referred to as CAMPERMAN. The Travel Agent is herein referred to as the AGENT. The Client (Renter) is herein referred to as THE HIRER.
2. **VEHICLE** pick-up times are as specified on the booking confirmation sheet.
3. Vehicle drop off times are as specified on the booking confirmation sheet. Any late drop offs of vehicle being relocated will incur a \$150.00 fee plus a one day rental fee at the full rental rate.
4. After Hours Pick up can be made by prior written arrangement only with Head Office in Cairns. Please phone 1800216223 for prior written arrangements. You will need an email to show the depot of pick up the arrangement you have made with the Head Office in Cairns.
5. The cost of an after Hour, Sunday or Public Holliday Pick up is \$80.00.
6. Camperman Australia is not open on Public Holidays, Christmas Day, Boxing Day, New Years Day, Good Friday to Easter Monday (or public holidays declared for those days)
7. **ADMINISTRATION and RESERVATION:** Monday to Sunday: 8:00am to 8:00pm.
8. **HELPLINE:** CAMPERMAN Head Office offers a 7-day-a-week Australia-wide help and information service. Please call TOLL FREE on 1800 216 223 for on-road service. Any problems associated with the vehicle, including equipment failure, must be reported to CAMPERMAN as soon as possible and within 24 hours in order to give CAMPERMAN the opportunity to rectify the problem during the rental period. Failure to notify Camperman will compromise any claims for compensation. We do not accept liability for any claims submitted after this period. If CAMPERMAN is either not contacted or you do not allow CAMPERMAN the opportunity to rectify the problem during the rental period you agree that the problem is of such a minor nature that you make no claim for loss of time in respect of the rental period. You also agree that CAMPERMAN is not responsible for any claims made by you after the return of the Vehicle. Note: It can often be difficult to carry out repairs during weekends and holiday periods and/or in remote areas due to limited opening times and/or spare parts and Camperman will not provide refunds due to delays in obtaining parts for repairs.
9. **RENTAL TIME EXTENSIONS:** Rental time extensions or drop-off location changes are at the discretion of CAMPERMAN Management and rely entirely on future demand and availability. Any request for an extension MUST be communicated as soon as practicable and possible, and must be approved in writing or by email by Head Office.
10. **DROPPING OFF AT A DIFFERENT DEPOT.** Unauthorised drop-off to a depot other than that contracted for (as stated on the rental agreement) will result in a fee being charged to the renter of AU\$750.00 in addition to the daily rate.
11. **EARLY DROP-OFF:** There will be no refund for early termination of a rental or Hire Agreement for any reason. There is no refund available for the unused portion of the rental should the vehicle be returned earlier than contractually agreed on the rental agreement signed by the renter.
12. **WRONG DROP OFF LOCATION.** If a vehicle is left at any place other than our depots, pick-up fees will be charged at AU\$75.00 per hour for the retrieval of the vehicle.
13. **WHEN BOOKING.** Please check the Campervan you have booked on our website. The website will show you the client, all the details of the Campervan. Including the Manufacturer, The Make, the model, the year model range, and the inclusions. We do not accept that you did not know what you booked.
14. **VEHICLE MODEL AND SIZE.** All Camperman vehicles are advertised openly and honestly on our website with accurate descriptions of age, size and carrying capacity of the vehicle. All vehicles are supplied in direct relationship to models booked by the hirer, any cancellation or refusal to take the vehicle that was booked is classed as a cancellation on the day of pickup and will not be entitled to a refund under any circumstance.
15. **On PICK UP** An inspection of the vehicle will be conducted by the hirer and staff prior to the vehicle being released for rental, the inspection will cover external panel and windscreen, internals

of the campervan, and inventory supplied. You will fill out the condition report with the Camperman representative, showing any dirt or damage to the vehicle. The cleanliness of the vehicle you will check to make sure it is to our industry level.

16. Relocations and Rental Specials are not delivered as a normal rental in regards to servicing, stocking of living equipment and cleaning, the vehicles will only be cleaned by the previous customer and will only include basic living equipment. Excluding bedding.
17. Relocation or Rental specials may be required to carry extra items that Camperman Australia needs moved between depots and the Hirer is responsible for the safety of these items during transport.
18. Once the condition report is signed the Hirer agrees that they have received the vehicle in satisfactory condition and no refunds will be provided for issues with the condition of the vehicle from this point forward.
19. Camperman Australia is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes. No refunds will be provided for any infestations mentioned above or that could have happened during the rental time.
20. On booking a relocation or Rental special a credit card is required to secure a \$100.00 bond that is refunded on return of the vehicle at the correct time and correct depot.
21. **CANCELLATIONS:** Cancellation fees apply as follows:
  - a. If cancelled more than 48 hours prior to pick-up date: AU\$100 Deposit is forfeit.
  - b. If cancelled less than 48 hours prior to the pickup time then the \$100.00 is forfeit and any costs incurred by Camperman Australia in relocating the vehicle will be deducted from the card i.e. relocation drivers wages, airfares and staff time to arrange a new relocation.
  - c. No commission will be paid on cancellation fees.
22. **VEHICLE SUBSTITUTIONS:** CAMPERMAN reserves the right to change the relocation vehicle at their discretion.
23. Camperman Australia reserves the right to cancel relocations or rental specials without notice if they are no longer required to move the vehicle and no compensation will be provided beyond the refund of the \$100.00 deposit.
24. Any fuel allowance provided with the rental special or relocation will be paid onto the credit card provided on booking within 7 days of the return and will only be paid up to the agreed amount when receipts are provided by the hirer. If receipts are not provided then fuel allowance will not be paid.
25. **DAILY HIRE CONDITIONS:** CAMPERMAN calculates the hire of a vehicle on a per calendar day basis (within depot hours) i.e. irrespective of the time of collection or return within those hours. When calculating the number of days a vehicle is rented the day of pick-up is counted as the first day of the rental. The day of drop-off is counted as the final rental day.
26. **WHERE THE HIRER WILL RETURN THE VEHICLE:** THE HIRER will return the vehicle to the CAMPERMAN location set out on the Rental Agreement. THE HIRER understands that there will be an extra charge of AU\$750.00 if THE HIRER returns the vehicle to a different location. This is non-negotiable.
27. **DRIVERS:** A current motor vehicle driver's licence is required from all drivers and must be produced in person on pick-up.
28. **UNAUTHORISED AND PROHIBITED USE:** The following persons must not drive the Vehicle
  - a. Any person who is not identified on the Rental Agreement
  - b. Any person whose blood alcohol concentration exceeds the lawful percentage.
  - c. Any person whose driver's licence has been cancelled or suspended.
  - d. Any person who is under the influence of legal or illicit drugs.
  - e. Any person who holds a learner's permit or a probationary license.
29. All **insurance** cover will be void if any of the above terms are breached.
30. **If THE HIRER** is unable to provide a credit card to use for the insurance excess deposit, THE HIRER must complete a 'Cash Deposit Application' form PRIOR to the collection date. The form

is available from CAMPERMAN head office or via download from the Camperman Australia website

31. **SINGLE VEHICLE ACCIDENT:** A vehicle being involved in a 'Single Vehicle accident' will incur upon THE HIRER additional liability of AU\$250.00. i.e. if a client runs into a Kangaroo or a cow or a parked car, or an awning of a building etc. these are examples of a single vehicle accidents
32. **INSURANCE EXCESS** Campervan: An Insurance excess/Security credit card payment of AU\$2,000.00 for all vehicles will be taken at the point of pick-up. This payment will be processed and held as bond for all accidents and damage and administration charges for traffic violations. On return of the vehicle without damage the insurance excess deposit will be refunded back to the hirers credit card within 7 days. Please NOTE that if the client is unable to or refuses to pay the bond then the vehicle will not be released and it will be classed as a cancelation with less than 48 hours notice and as such will incur the appropriate fee listed in the cancelations section.
33. Overhead Damage on Campervans and Motor Homes are not covered under our **Insurance**. The Hirer will be responsible for the full cost of repairs.
34. **Bond/Security Deposit Return.** If the vehicle is returned with any damage, or has been involved in an accident, whether the fault of THE HIRER or not, the excess/security bond will be retained by CAMPERMAN until the full cost of the damage is determined, or the claim has been settled by the Third Party's Insurance Company. The excess/security bond will then be returned to THE HIRER in full if it is determined that there is no liability to the third party under Australian Motor Vehicle Laws and/or with Australian litigation. Please note that Third Party claims can take months or even years to resolve. CAMPERMAN cannot force the destiny of these claims, it is up to our Insurance Company and the Third Party, be they insured or not.
35. **Excess/Security Bond/deposit returns (Single Vehicle Accident).** Single Vehicle accidents are defined as any damage that is done to the vehicle when no other vehicle is involved, or when the accident is with another vehicle, but THE HIRER cannot provide CAMPERMAN with the driver's licence, name or the registration number of the other vehicle. Examples of single vehicle accidents include such things as running into trees, guideposts or animals, whether intentionally or not, whilst travelling forward or reversing. Collision with animals are considered to be a single vehicle accident, as too is overturning the vehicle, or any other damage done to the vehicle for any reason when no other vehicle is directly involved. A single vehicle accident carries an additional AU\$250.00 excess to be charged against THE HIRER's credit card at the time of the accident
36. **DAMAGE COVER:** In the event of an accident, personal injury is covered through Registration 3rd Party Insurance. All vehicles are fully insured for own their damage and 3rd Party Property Damage, but THE HIRER is responsible for the Insurance Excess.
37. **DRIVERS AGE:** The minimum age for drivers is 21 years. The maximum age is 75 years. Medical certificates for drivers over the age of 75 are required
38. **CREDIT CARD TRANSACTIONS:** We accept MasterCard, Visa Card, American Express and EFTPOS. All transactions will be processed in Australian Dollars.
39. A surcharge of 2% (Visa and MasterCard) 5% (American Express) will be charged on all credit card transactions.
40. **FINANCIAL OBLIGATIONS:** By entering into the Rental Agreement, THE HIRER authorises and agrees that CAMPERMAN will charge THE HIRERS credit card provided by the HIRER with a security bond and /or deposit a credit card imprint authorised, and held for the duration of the rental, and for all traffic infringements or charges incurred by the Hirer. Some traffic violations issued by the Government traffic authorities take three to four months to be issued. The Hirer will pay on demand any balance of the following charges.
  - a. All Rental charges specified on the Rental Agreement.
  - b. All charges incurred by CAMPERMAN in respect of parking fines, exceeding the speed limit or any other traffic violations during the period of the rental. (These will be charged to THE HIRER's credit card plus an AU\$70.00 administration fee per fine whenever CAMPERMAN becomes aware of such violations).
  - c. The renter is totally responsible for all loss of, or damage to the motor vehicle (including loss of use) cost of the vehicle, legal expenses, towing and recovery charges where:
    - The vehicle is totally or partially immersed in water regardless of the cause.
    - The interior of the vehicle is damaged (regardless of cause).
    - The vehicle is damaged by driving it under or into an object lower than the height of the

vehicle. Please be careful when parking under trees or when entering a building that the height available is higher than the height of the campervan or motor home.

- d. Damage to our vehicle found on check in will be assessed, and charged to the client's security deposit held by Camperman. Vehicle Check in is the time the vehicle is inspected in business hours by Camperman.
  - e. Any costs incurred by Camperman Australia in relocating the vehicle will be deducted from the card in event of cancellations with less than 48 hour notice i.e. relocation drivers wages, airfares and staff time to arrange a new relocation.
41. **WRITING AND CALCULATION ERRORS ON RENTAL AGREEMENT:** The charges as set out herein are not final. Should a written and/or a calculation error occur, THE HIRER authorises CAMPERMAN to charge their credit card for any shortage, or in case of overpayment, receive payment from CAMPERMAN.
  42. **TAXES and Government charges,** financial charges as well as the 10% GST are included in our rental rates.
  43. **GAS:** The gas bottle supplied to the client is not full on delivery of the Campervan. The client takes it not full and brings it back not full. THE HIRER will fill it as and when he requires it. The gas bottle is not full at check out.
  44. **GAS BOTTLE:** The gas bottle is not to be used in conjunction with any appliances (eg. Lamps, BBQs etc) not provided by CAMPERMAN. THE HIRER is responsible for any damage to CAMPERMAN's property caused by incorrect usage of the gas bottle and gas fittings.
  45. **FUEL:** The fuel (Unleaded Petrol) tanks are to be refilled by THE HIRER as and when required. CAMPERMAN will not be held responsible for any representation as to fuel economy for individual vehicles. Fuel economy is dependent upon a number of varying factors, including how the vehicle is driven, weather conditions and the maintenance of correct tyre pressures. The fuel tank is not full at check out and must be returned at the same level as marked on the condition report. If the fuel is at a lower level the hirer will be charged for the refill a current fuel price. If you run out of fuel and request roadside assistance you will be liable for the call out fee, and the extra kilometres for the call out plus the fuel you require.
  46. **CAMPERMAN'S LIABILITY:** CAMPERMAN will not be liable to THE HIRER for any loss, damage or inconvenience caused by delayed delivery of the vehicle, or by the vehicle not being as described in an Agent's brochure, or by the vehicle not being suitable for THE HIRER's purposes. The photos on our website are taken by the staff of CAMPERMAN Australia and are updated yearly. CAMPERMAN will not be liable for any loss or inconvenience from change in drop-off location caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, etc, nor for any personal injury or damage to THE HIRER's property caused thereby.
  47. **TYRE/WINDSCREEN DAMAGE:** THE HIRER's insurance policy has an AU\$2,000.00 excess, for all vehicles Average tyre prices in Australia are AU\$125.00, so please take care of the vehicle's tyres. The renter will be responsible for tyre damage and windscreen damage up to \$500.00. Windscreen chips are charged at \$42.50 per chip. Windscreen replacements are at \$195.00.
  48. **AGENT NON PAYMENT:** In the case of non-payment to CAMPERMAN of payments made by THE HIRER to an AGENT, THE HIRER hereby agrees to make full payment for the gross amount of the rental prior to the pick-up of the vehicle.
  49. **MAXIMUM NUMBER OF PASSENGERS:** THE HIRER agrees that the vehicle rented may only be used to carry the maximum number of passengers as shown on the Rental Agreement or as dictated by licensing authorities. CAMPERMAN will not accept any liability if these Terms are breached.
  50. **VALUABLES:** CAMPERMAN assumes no liability for valuables left in or stolen from the vehicle. Please do not leave valuables in the vehicle because of possible theft. In major cities it is advisable to leave the vehicle in a Caravan Park and take public transport to the city. Please note: Insurance on personal property is THE HIRER's responsibility.
  51. **TRANSFERS:** Transfers to and from CAMPERMAN are not included in the rental price. It is the responsibility of THE HIRER to arrange transport to and from CAMPERMAN depots.
  52. **TOLL ROADS:** The Hirer is responsible for payment off all toll infringements that are incurred during the rental period, any unpaid toll fee's that are sent to Camperman Australia will incur a \$70.00 administration charge per infringement.

53. **CLEANING FEE ON RETURN OF VEHICLE:** The vehicle will be delivered in a clean condition to THE HIRER, who agrees to forfeit a cleaning fee of AU\$150.00 (inside) & AU\$75 (outside) should the vehicle not be returned to CAMPERMAN in the same clean condition.
54. **ANIMALS & PETS:** CAMPERMAN does not allow the carriage of pets or any animals in their vehicles whilst on rental. Carriage of pets or animals will render the contract void, and the rental bond will be retained and used for cleaning and fumigating the vehicle.
55. **RENTAL REFUSAL:** CAMPERMAN reserves the right to refuse any rental, or the continuation of any rental at its discretion.
56. **REPAIRS**
- a. CAMPERMAN's vehicles are always fully maintained and serviced. However, we recognise that occasional breakdowns and small problems will occur. Minor repairs to mechanical items and oil consumption up to AU\$50 will be reimbursed against receipts on completion of the rental. CAMPERMAN Australia has a 24/7 agreement on breakdown with all the Major Roadside Service Organisations
  - b. Should serious problems be encountered, THE HIRER must inform CAMPERMAN at the first possible opportunity, and follow CAMPERMAN'S instructions.
  - c. Down time. Will not be refunded for relocations and rental specials.
  - d. Accommodation. No alternative accommodation or food items will be paid for during such down time.
  - e. Malfunction of Radio/Cassette players, Microwave, Stove or Grill, Air-conditioning Units, Refrigerator, Water Pump, house battery are not considered mechanical breakdowns, and downtime will not be paid for these items, refunds will not be provided as the main portion of the vehicle is still usable, but repairs will be carried out when possible.
  - f. Overhead damage. If the roof of the vehicle is damaged due to THE HIRER driving into an area with insufficient clearance, THE HIRER is responsible for the full cost of the repair.
  - g. CAMPERMAN is not responsible for replacing or compensating THE HIRER for spoiled food caused by a fridge malfunction or meals purchased due to the lack of food storage.
  - h. CAMPERMAN is not responsible for damage to THE HIRER's property caused by water due to leaks.
  - i. Towing and retrieval of damaged vehicles to the closest CAMPERMAN depot is covered. In the event of an accident resulting in the vehicle being damaged sufficiently to require replacement, it is THE HIRER's responsibility to make their way to the closest CAMPERMAN depot that has a replacement campervan or Motor-home available. Any expenses incurred whilst travelling to the closest CAMPERMAN depot that has a replacement Campervan or Motor home available are THE HIRER's responsibility.
  - j. CAMPERMAN will not be held responsible for customers missing pre-organised tours due to vehicle repairs or breakdowns. CAMPERMAN will not reimburse any non-refundable deposits or other associated costs incurred by the HIRER as a result.
  - k. **VEHICLE ABUSE.** In the advent of a vehicle motor being overheated and driven till the motor is broken, or the vehicle is damaged through driving on unsealed roads, or any damage caused to the vehicles caused by user error, Camperman has the right under its Terms and Conditions to finalise and cancel further use of the vehicle at the Renters expense. The towing expense and cartage of the vehicle to the nearest Camperman Depot will be to the Renters expense. No refund will be provided for lost time. Transport for the hirer will be at the hirer's expense and Camperman will not be required to assist in any way with arranging transport.
57. **MAINTENANCE & RESPONSIBILITY:** Joint Hirer's and all drivers are jointly and severally responsible under the Rental Agreement. THE HIRER will be held fully responsible for engine damage if the radiator cap is not properly replaced and sealed after checking fluid levels and/or the warning buzzer or dash lights indicating problems for overheating is ignored. It is THE HIRER's responsibility to check and maintain all fluid and fuel levels and to immediately rectify and/or report to Head Office if heavy usage of oil or coolant is occurring or any defect of which THE HIRER becomes aware. It is THE HIRER'S duty to check the fluid levels every three days to ensure fluid levels are correct. Please check fluid levels while the motor is cold early in the mornings.

58. CAMPERMAN, on presentation of receipts, will reimburse refills of all fluids except petrol and diesel unless previously arranged. THE HIRER shall drive the vehicle in a careful and cautious manner and will not do or allow to be done anything to harm the vehicle. THE HIRER shall not use the vehicle for anything other than its intended purpose, or allow use of the vehicle to carry passengers or goods for hire. THE HIRER shall not allow the vehicle to be used to carry volatile liquids, corrosive or flammable materials or explosives.
59. **ROAD RESTRICTIONS:** CAMPERMAN's vehicles are not allowed to travel on unsealed (dirt or gravel) roads. Travel on these roads voids all damage protection cover. THE HIRER will be totally liable for all damage caused by travelling on unsealed (dirt or gravel) roads. The full cost of the damage to all parties concerned may be deducted from THE HIRER. If in the opinion of CAMPERMAN a vehicle is found to have travelled on unsealed (dirt or gravel) road the bond/deposit will be retained until the vehicle is fully inspected and checked for damage. If no damage has occurred the bond will be returned to THE HIRER, less the cost of inspection. Inspection labour cost is \$70.00 per hour.
60. **LIVING EQUIPMENT:** Living equipment, as detailed in the line drawings, is included in the vehicle. THE HIRER will be charged for any missing or damaged items.
61. **TRAVELING WITH CHILDREN.** Camperman Australia will take no responsibility for incorrect vehicles booked for carrying children and any refusal to take the vehicle that was booked is classed as a cancellation on the day of pickup and will not be entitled to a refund under any circumstance. Camperman staff will endeavour to provide the correct advice on the information given by the hirer prior to booking but will take no responsibility for hirers booking the wrong vehicle or restraints for their needs. Camperman staff are not legally permitted to and will not provide any assistance in fitting or selecting child restraints for vehicles or any fines accumulated for children travelling in incorrect child restraints, this is entirely the responsibility of the hirer.
- TRAVELLING WITH CHILDREN.** Please note. Child restraint point does not increase the carrying capacity it is one of the existing seats.
- Motor homes** have four safety Belts. Included in the four is one child restraint fitted. In front cab there is two lap sash and one lap belt. In the back two lap belts, one child restraint.
- Family five forward facing seats** Campervans have five safety belts with two child restraints. Included in cab is one child restraint. In the cab there is two lap sash and one lap belt with restraint bar for child. In the back two lap sash belts, one child restraint fitting.
- Juliet** has three safety Belts Forward facing in the cab. No child restraint fitted two lap sash and one lap belt in the centre.
- Family five** has five safety belts 3 forward facing. Two side facing. 1 child restraint included in the cab.
- Jade** has three forward facing lap sash seat belts and one lap seat belt in the cab. With one child restraint bar fitted.
- Jesse** has three forward facing lap sash seat belts and one lap seat belt in the cab. With one child restraint bar fitted.
62. **EXTRAS:** An outdoor table can be rented at AU\$20.00 per rental. Outdoor chairs can be rented at AU\$10.00 per chair/rental. Extras must be booked in advance. GPS can be rented at \$90.00 per rental. Linen and sleeping bags can be rented at \$50.00 per person per rental.
63. **CONTRACTUAL RIGHTS:** By signing the Rental Agreement contract, THE HIRER accepts that the Terms and Conditions make this an Australian contract and that THE HIRER will be bound by the Australian State Law in which State this Agreement is contracted. This contract overrides any other contract form or contract taken in any other country. Any changes made to this contract may only be in writing and signed by THE HIRER and an authorized agent of CAMPERMAN. CAMPERMAN makes no express or implied warranty in relation to this Agreement.
64. **AGE AND LICENCE RESTRICTIONS.** Camperman Australia cannot rent to drivers under 21 or over 75 years old or with a restricted drivers licence of any sort (open class car licences only) for insurance reasons.
65. **KEYS:** THE HIRER will be responsible for the cost of replacing keys which are lost or broken, or for the retrieval of keys locked in a vehicle. Cost of a locksmith travelling to the vehicle will be at THE HIRERS' expense.
66. **PAYMENT IN AUSTRALIA** All payments to be paid in Australia will be in Australian Dollars (AU\$) only. Personal Travellers cheques will be accepted No foreign currency will be accepted.

67. **DISCLAIMER:** All illustrations, line drawings and text in any of our brochures or advertising material, including our website, are a representation only of the vehicles depicted. Variances in any vehicle or its equipment offered for rental may occur due to modifications and/or upgrades.
68. **EXCHANGE RATE/CURRENCY FLUCTUATION** All credit card transactions are conducted in Australian Dollars (AU\$). Due to exchange rate fluctuations there could be some variation in the amount initially debited against the credit card and the amount refunded when the vehicle is returned. CAMPERMAN accepts no liability for these variations, up or down.
69. You have **24 hour road side assistance**. If THE HIRER flattens the battery by leaving lights on, THE HIRER is responsible for the cost of the call out. You will be charged a fee where it is established that roadside assistance could have been avoided in cases such as keys being locked in the Vehicle, flat batteries caused by lights having been left on and other such similar occurrences.
70. **THE HIRER MUST ENDEAVOUR TO DRIVE RESPONSIBLY & SAFELY AT ALL TIMES.**

The majority of accidents are caused by driving at night or:

1. Driving too quickly
2. Driving on the wrong side of the road.
3. Turning across oncoming traffic.
4. Driving while fatigued, tired or sleepy.
5. Animals running across the road.
6. Reversing without due caution.
7. Driving whilst intoxicated.
8. Driving at night.
9. The driver becoming distracted by something on the side of the road.

**IF PROPER CAUTION AND DUE CARE IS EXERCISED BY THE DRIVER, THE MAJORITY OF THESE ACCIDENTS CAN BE AVOIDED.**