



Outback Family Campers

Terms & Conditions

Interpretations:

For the purpose of this agreement, unless the contrary intention appears:

- **Agreement** means the Hire Agreement
- **Owner** means Outback Family Campers and any employee or agent of the Owner.
- **Hirer** includes the person described as the Hirer in the Agreement including any person who signs this Agreement, whether on their own behalf or on behalf of any other person, or corporation, their heirs, executors and administrators.
- **Caravan** means and includes the Hire Vehicle described in the Agreement and any replacement or substitute vehicle.

Terms of Payment:

A non refundable deposit of \$250 is payable as a holding deposit/booking fee in the relation to hire of the Caravan. Full payment for the total hire period is payable 14 days prior to pick up or delivery of the Camper Trailer.

A security bond of \$1000 is payable 14 days prior to departure. The security bond will be refunded in part or whole, depending on the condition and cleanliness of the Caravan upon return to the Owner. The security bond will be released within 7 working days, after the Owner has carried out a full inventory and condition and damage assessment of the Caravan. In the event that there is damage to the Caravan, internally or externally, this may be extended until a qualified repairer can assess the damage.

Cancellations:

All cancellations must be in writing.

In the event that the Hirer needs to cancel their booking, at least 7 days written notice must be provided and the holding deposit will be retained. The holding deposit may be transferred to another hire period within 6 months of the cancellation.

No refunds or transfer of booking for no show or cancellation within 7 days of pick up or delivery.

No refunds for cancellation of high season bookings.

No refunds for early return of the Caravan.

If the Caravan is not available at the commencement time, for any reason outside the control of the Owner, the Owner will cancel the order by written notice to the Hirer and, subject to the Owner refunding to the Hirer any deposit paid to the Owner, the Owner will be under no further liability to the Hirer.

Pick up and Return:

Pick up is day 1 of the hire as outlined in the Agreement. Day of return is counted as the final day of hire. All rentals are calculated per calendar day.

Days of pick up and return are included in the daily hire rate.

A demonstration of the following will be provided by Outback Family Campers personnel at the commencement of hire.

- How to connect and disconnect the Caravan to your vehicle.
- How to erect the Caravan
- Instructions on how to set up the awning
- How to connect/disconnect power, water and gas
- How to set up internal table & additional bed/s
- Operation of both fridge and oven/stove
- Where all items are supplied and located
- How to pack up the Caravan internally and externally

Driver's Qualifications :

The Hirer warrants that no person will tow the Caravan, unless the person:

- Is at least 25 years of age
- Holds a current motor vehicle driver's licence valid in the place of hire and valid for the class of vehicle hired
- Passes a 100 point identification check ie: provide (current photo licence, Medicare card, credit card, rates notice). The Owner will require a copy of these documents prior to hiring out the Caravan
- Has not at any time been refused motor vehicle insurance and has not been convicted of any offences, relating to driving a motor vehicle, under the influence of alcohol or drugs or driving with a blood alcohol content equal to or greater than the percentage from time to time constituting an offence at law
- Is not under the influence of any drugs or intoxicating liquor

- All drivers and Hirers must abide by all applicable laws and rules, ordinance and regulations while towing the Caravan and during the hire period. The Owner accepts no responsibility if the Hirer breaks the law. Drivers and Hirers must not tow the Caravan whilst under the influence of alcohol or drugs
- The Hirer's towing vehicle must have a current comprehensive insurance policy and registration for the hire period. A copy of these documents is required to be given to the Owner prior to hiring out the Caravan.

Optional Extras:

All optional extras as listed in the Accessory Hire on www.outbackfamilycampers.com.au must be returned in the same condition as they were hired. Any damage caused to these extras will be charged to the Hirer.

Smoking:

Smoking is NOT permitted inside the caravan or annex area. Smoke smell will result in a deduction from the security bond.

Pets:

No pets are allowed inside the caravan and/or annex.

Limitations of Use:

The Caravan remains the property of the Owner and the Hirer and is not permitted to lend or sub lease the Caravan or any equipment supplied by the Owner to any other person. The Hirer will not attempt to sell or otherwise dispose of the Caravan.

All drivers and Hirers accept full responsibility for the security and care of the Caravan including equipment provided and all times.

The Caravan is to be towed at all times on bitumen sealed roads. The only exception is that gravel road access is allowed to recognised camping grounds in national parks, providing the access road is dry and well maintained. Towing must be at a reduced speed in accordance with road and weather conditions.

The Caravan is not permitted to be towed across river crossings, swollen creeks, flooded water, beaches, sand, bush tracks, transported on any car, ferry or barge.

If the Hirer uses the Caravan in any country area where unmade and unsealed roads are common, then the Hirer will be liable for and indemnifies the Owner against:

- a. The cost of rectifying all tyre damage
- b. The cost of rectifying all roof, body and undercarriage damage to the Caravan, unless the damage can be attributed to a specific accident on a public road

- c. The cost of rectifying water damage to the Caravan
- d. The cost of replacing any accessory not attributed to fair wear and tear
- e. The excess payable by the Owner on its insurance

At all times the Caravan must be towed in a safe manner according to road and weather conditions.

Damage:

In the event of any accident involving the caravan the Hirer must notify the Owner as soon as practicable on 0408682173 or 0419921837

The Hirer will indemnify and keep indemnified the Owner from and against all claims, loss, damages and expenses whatsoever incurred directly or indirectly by reason of any breach of this Agreement, negligence, malicious or cautious act or other wrong doing by the Hirer or a person occupying, using or operating the Caravan and without limiting the foregoing, the Hirer will indemnify the Owner for

- a. All damage to or loss to the Caravan not recoverable under any policy of insurance or account of any act or omission or breach of this Agreement by the Hirer or any act or omission of a person operating, using or occupying the Caravan except to the extent caused or contributed by the Owner
- b. Injury to or death to any person or damage to any property and all claims, damages, losses and expenses howsoever arising from or incidental to the possession, use, operation or towing of the Caravan except to the extent caused or contributed to by the Owner
- c. In the event of any breach of the warranties or conditions of this Agreement by the Hirer, the Owner may retain the security bond as liquidated damages in respect to the breach, however the Hirer's liability to the owner in respect of the breach is not restricted to the amount of the security bond.

Accidents, Breakdowns and Faults:

In the event of an accident, breakdown or fault occurring involving the Caravan or upon the happening of any occurrence in which the Caravan may be involved as a result of which any injury or damage is or may be sustained by any person or property or the caravan or any part of it is damaged or lost the Hirer must notify the Owner as soon as practicable on 0408682173 or 0419921837

The Hirer is responsible for making the report to the police in the event of any incident and the Hirer is responsible for obtaining the following details :

- Name, D.O.B, address, driver's licence details of any other drivers involved.
- The registration, make, model and colour of any other vehicles involved.
- The name and address details of any witnesses present at the time of the incident.
- The Police Officers name and station where the accident was reported.

The Hirer must not cause or permit any repairs or alterations to be made to the Caravan without the prior written authority of the Owner.

Use of the Caravan:

The Hirer agrees to use at all times the Caravan in a proper manner and not to alter or tamper with any accessories, fittings or identification marks attached to the Caravan.

The Caravan must always be packed away in accordance with the instructions provided by the Owner at the time of pickup of the Caravan by the Hirer.

Any cost of items belonging to the Owner found to be broken, missing, substituted, tampered with or lost will be deducted from the security bond.

Any damage other than normal wear and tear to tyres and rims will be at the cost of the Hirer and deducted from the security bond. Punctures to tyres, not attributable to fair wear and tear must be replaced by the Hirer at the expense of the Hirer.

Any willful damage incurred to the Caravan by the Hirer is the responsibility of the Hirer. The Hirer is also responsible for any additional costs incurred by recovering their costs or either replacement or repair or damage caused by the Hirer or persons involved in causing the damage.

In the event that the damage to the Caravan exceed the amount of the security bond the Hirer will be responsible for paying any additional amount to cover the insurance excess.

Insurance does not cover any damage or loss to the awning, annex and TV aerial attached to the caravan. /any damage or loss to these items will be the Hirer's responsibility. Hirers must not leave any awning, annex or TV aerial set up in wet and windy conditions and whilst Caravan is unattended.

Insurance does not cover any damage or loss to a third party.

The Owner takes no responsibility for the Hirer's personal effects that may be stored in the Caravan during the hire.

The Hirer is responsible for the payment of any infringements during the hire period.

The use of aerosol cans (eg – deodorant, insect repellent) is not permitted inside the Caravan or annex area, as it has been shown to affect the integrity of the canvas.

Towing Requirements:

The Outback Swan requires the Hirer's towing vehicle to have a tow ball down weight capacity of 165kg, with a towing capacity of 1600kg. It is the Hirers responsibility to ensure their towing vehicle meets these requirements.

Insurance Excess:

The Caravan is insured at the expense of the Owner in relation to the first \$1000 of the total amount of the loss or damage arising out of the loss or damage of each accident or theft. The policy contains certain other exclusions among which it is the Hirer's liability for damage to third parties. The Hirer must have any policy covering their motor vehicle endorsed to cover it while towing the Caravan.

Cleaning:

Any additional cleaning of the Caravan required upon its return to the Owner will be charged to the Hirer and deducted from the security bond.

No solvents or chemicals are to be used on the caravan during the hire period.

No severe scrubbing or high pressure hose is to be used on the Caravan either internally or externally.

No detergents are to be used to clean canvas items.

The waterproof bedding fitted to the mattress must not be removed. Any cleaning required as a result of the removal of the waterproof bedding will incur a charge against the security bond.

Return of the Caravan:

The Hirer agrees to return the Caravan to the Owner's premises at the expiry of the period of hire in the same condition as at the commencement of the hire period, fair wear and tear expected. In the event that the Hirer fails to do so the Hirer will pay the costs for cleaning and repairs.

If the Caravan is not returned at the end of the period of hire or any extension to the Owner's place of business, then the Hirer authorises the Owner to take whatever action is necessary at the cost of the Hirer to recover the Caravan and the Hirer will forthwith on demand, indemnify the Owner of the costs of recovery.

All requests for late returns must be in writing at least 48 hours before the end of the Agreement and will require instant payment at time of approval.

If the Caravan is returned after the expiration of the period of hire, then the Hirer may be charged an amount equivalent to double the ordinary hire rate for the overdue period.

Any Caravan not returned and needing to be retrieved by the Owner will incur a charge to the Hirer of \$140 per travel hour each way.

GPS Tracking System:

Caravans are fitted with tracking devices for insurance and maintenance purposes and may be used to check the Caravan is used in compliance with the terms and conditions.

Condition Report:

A condition report will be undertaken at the conclusion of the demonstration on the day of pick up/delivery.

Privacy Statement:

Your personal information provided to the Owner when making a booking will be kept confidential and information will not be disclosed to any other person or organisation unless required by law or legislation.

Hire Agreement:

The Hirer acknowledges the terms and conditions as set out in the Agreement and fully understands and accepts the terms and conditions.

The Hirer agrees that he or she is fully aware of the correct procedures for using all the equipment supplied with the Caravan and the equipment is in good working order and condition upon commencement of the hire period.

The Hirer accepts the Caravan and equipment supplied will be used solely for the intended purpose.

The Hirer acknowledges that the condition report comprises part of the Agreement.

The Hirer acknowledges and agrees to the use of a GPS tracking system in the Caravan.

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Hirer's Full Name

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Owner's Full Name

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Hirer's Signature

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Owner's Signature

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Date

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Date