

## Background

The Owner has agreed to rent the Recreational Vehicle to the Hirer and the Hirer has agreed to accept the rental on the terms and conditions contained in this Agreement.

## Agreed terms

### 1. Definitions

In this Agreement:-

'Administration Fee' means the amount in Item 12.

'Agreement' means this Caravan/Recreational Vehicle Rental Agreement.

'Balance Due' means the amount in Item 9.

'Deposit' means the amount in Item 8.

'Hirer' means the party listed as Hirer in the Parties Schedule.

'Hire Checklist' means the checklist in Annexure "A" to this Agreement.

'Owner' means the party listed as Owner in the Parties Schedule.

'Rental Charge' means the amount in Item 7.

'Security Bond' means the amount in Item 10.

'Vehicle' means the vehicle described in Item 4.

### 2. Interpretation

In this Agreement, unless the context otherwise requires, references to:-

- (a) parts, clauses, subclauses, paragraphs and schedules are to parts, clauses, subclauses, paragraphs and schedules in this Deed;
- (b) the singular includes the plural and vice versa;
- (c) any gender includes all other genders; and
- (d) a person includes a corporation and an association whether incorporated or not.

The clause headings appearing in this Deed are inserted for convenience of reference and shall not affect the construction of this Deed.

### 3. Authorised Agents

Any person, persons or corporations who sign this Agreement on behalf of the Hirer warrant that for the purpose of this Agreement they are the duly authorised agent of the Hirer. In the event that such person, persons or corporation is not the duly authorised agent of the Hirer, then in consideration of this Agreement, the person who signs this Agreement on behalf of the Hirer shall be deemed to be bound by all the terms and conditions of this Agreement as if they were the Hirer.

### 4. Annexure "A"

The Hirer must complete the details required in Annexure "A" to this Agreement.

### 5. Offer and Acceptance

The Hirer is to provide a signed copy of the completed Agreement to the Owner which will constitute the Offer from the Hirer to rent the vehicle which will be open for the Owner to accept, at the Owner's sole discretion which may not be unreasonably withheld, by signing the Agreement.

### 6. Driver's Qualifications

The Hirer warrants that no person will drive the vehicle unless that person:-

- (a) is over the age of 25 years and under the age of 75;
- (b) is not under the influence of alcohol or a drug with a blood alcohol content exceeding the amount permitted by law in the jurisdiction in which the vehicle is operated;
- (c) has not been refused motor vehicle insurance;
- (d) holds a current and valid motor vehicle driver's license authorising the person to drive the vehicle issued by a transport authority of an Australian State or Territory.

### 7. Driver's License

The Hirer must produce on pick-up the driver's licences for all persons listed in the Agreement who will be driving the vehicle. Should a foreign licence be in a language other than English, it must be accompanied by a current International Driving Permit, issued in the same country as the foreign licence was issued, or by an accredited English translation of that foreign licence. The Owner has the sole discretion in determining whether a person with a foreign drivers licence will be permitted to drive the vehicle.

### 8. Vehicle Pick up and Drop off

Vehicle pick-up and drop-off must be between the hours shown in Item 1. Vehicles must be picked up and dropped off at the location in Item 2. Vehicles returned late will be charged a full day rental penalty unless prior arrangement has been made. After hours pick-up and drop-off may be made by prior arrangement only.

## **9. Payments**

### **9.1 Hirer's Liability for Payment\***

The Hirer is liable for the following payments:

- (a) Deposit of the Rental Charge:
- (b) Security Bond and balance of Rental Charge:
- (c) All costs incurred by the hirer in respect of parking or any other traffic violations during the period of rental:
- (d) Insurance Excess

Upon execution of this Agreement.  
Seven days prior to pick up of vehicle.  
Charged to the hirer plus a 10% administration per fine whenever the Owner becomes aware of such violations.  
In the event of damage by cause other than circumstances described in Clause 9.1.e.i

(e) All costs associated with loss of, or damage to the recreational vehicle (including loss of use) cost of the vehicle, legal expenses, towing and recovery charges where:

- (i) The vehicle is totally or partially immersed in water (regardless of the cause).
- (ii) The interior of the vehicle is damaged (regardless of the cause).
- (iii) The vehicle is damaged by driving it under or into an object lower than the height of the vehicle.

Within seven days of receipt of repair quotation from a reputable firm.  
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### **9.2 Credit Card Payments**

The option for credit card payments should be checked prior to hire. If payment is made available by credit card, the Hirer authorises and agrees that the Owner will charge the Hirer's credit card or other credit card provided by the Hirer with the Security Bond and that the Hirer will pay on demand any payment referred to in clause 9.1.

### **9.3 Cash Payments**

9.3.1 The Bond shall be refunded to the Hirer upon the return of the vehicle and within one week subject to the Owner's entitlement to retain from the Security Bond any amount payable pursuant to clause 9.1.

## **10. Minimum Rental Time**

Minimum rental is the time specified in Item 3.

## **11. Daily Hire Conditions**

The Owner calculates the hire of a vehicle on a per calendar day basis (within depot hours) ie irrespective of the time of collection or return within those hours. When calculating the number of days the 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.

## **12. Rental Time Extensions**

Rental time extensions or drop-off location changes are at the discretion of the Owner 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.

## **13. Early Drop Off**

There will be no refund for early termination of a rental or Hire Agreement. If a vehicle is left at any place other than the drop off location, pick-up fees will be charged UD\$75.00 per hour for the retrieval of the vehicle. There is no refund available for the unused portion of the rental should the vehicle be returned earlier than the time agreed.

## **14. Cancellations**

Cancellation fees apply as follows:

- (a) If cancelled over 30 days prior to pick-up date: 10% of the full rental charges.
- (b) If cancelled within 7-29 days of pick-up date: 50% of the full rental charges.
- (c) If cancelled 1-6 days prior to pick-up date: 75% of full rental charges.
- (d) If cancelled on the day of pick-up or no show: No refund available

## **15. 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.
- All insurance cover will be void if any of the above terms are breached.

- 16. The Owner's Liability**  
The Owner 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 any advertisement, or by the vehicle not being suitable for the Hirer's purposes. The Owner 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.
- 17. Representations and Warranties**  
17.1 The Hirer acknowledges that no representation warranty condition or description either express or implied is or has been made or given by the Owner as to the quality fitness safety or otherwise of the vehicle and that all warranties and conditions whether express or implied are excluded except such conditions and warranties as are implied into this Agreement by the *Trade Practices Act 1974*.  
17.2 The Hirer acknowledges having inspected the vehicle before signing this Agreement and agrees that it is roadworthy, clean and in good condition. The Hirer agrees to return the vehicle to the Owner in the same condition except for normal wear and tear.
- 18. Ownership of Vehicle**  
The vehicle shall remain the property of the Owner and the Hirer shall not sell or otherwise part with possession of the vehicle.
- 19. Insurance Excess Liability**  
The Owner's insurance policy has an excess in the amount in Item 5. The Hirer will be responsible for the payment of the excess in respect of any damages, howsoever caused.
- 20. Maximum Number of Passengers**  
The Hirer agrees that the vehicle rented may only be used to carry the maximum number of passengers as shown in Item 6 or as dictated by licensing authorities.
- 21. Restrictions on Operation**  
The Hirer agrees that the vehicle will only be operated according to the restrictions contained in Item 11.
- 22. Valuables**  
The Owner assumes no liability for valuables left in or stolen from the vehicle and insurance on personal property is the Hirer's responsibility.
- 23. Transfers**  
Transfers to and from the Owner are not included in the rental price. It is the responsibility of the Hirer to arrange transport to and from the Pick Up/Drop Off Locations.
- 24. Booking Confirmation**  
Bookings are only confirmed after the Owner receives a copy of this Agreement signed by the Hirer and the Deposit is paid.
- 25. Indemnity**  
The Hirer shall 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 the Agreement, negligence, tortuous act or other wrongdoing by the Hirer and without limiting the foregoing, the Hirer shall indemnify the Owner specifically for:-
- (a) all damage to or loss of the vehicle howsoever arising to the extent to which the same is not recoverable under any policy or insurance;
  - (b) injury to or death of any person and damage to any property and all claims damages losses and expenses howsoever arising from or incidental to the possession use or operation of the vehicle;
  - (c) the cost of rectifying all tyre damage not attributable to normal wear and tear;
  - (d) the costs of rectification of all undercarriage damage;
  - (e) the cost of repairing all body damage unless such damage can be attributed to a specific accident on a public road;
  - (f) the costs of returning the vehicle to the Owner should the vehicle breakdown or be damaged or need towing (regardless of the cause);
  - (g) the costs of rectification of damages to suspension, chassis, axles, wheels or other damages caused by abnormal use, misuse or abuse of the vehicle
  - (h) the costs of replacing any missing equipment.
- 26. Termination**  
The Agreement may be terminated by the Owner at any time if, in its absolute discretion, it considers that the Hirer is a credit risk, the Hirer is in breach of the Agreement or in any event on the provision of 7 days' notice in writing by the Owner to the Hirer. If termination occurs, the Owner is no longer required to place any Advertisement on the Website and all outstanding sums owed to the Owner by the Hirer shall become due and payable immediately.

## **27. Private Caravan Hire**

The Owner and the Hirer acknowledge that the parties were introduced through the website [www.privatecaravanhire.com.au](http://www.privatecaravanhire.com.au) operated by Private Caravan Hire and that Private Caravan Hire is not a party to this Agreement and is not liable in any way for any loss or damage arising from this Agreement.

## **28. General**

### **28.1 Entire Agreement**

The Agreement is the entire agreement between the Owner and the Hirer in respect of its subject matter and all conditions, warranties and terms implied by custom, general law or statute that are not expressly set out in the Agreement are excluded to the maximum extent permitted by law.

### **28.2 Assignment**

The Owner may assign any of its rights or obligations under the Agreement to any third party at any time without notice to the Hirer. The Hirer may not assign any of its obligations under the Agreement without the prior written consent of the Owner.

### **28.3 Force Majeure**

If for any reason beyond the control of the Owner (including without limitation as a result of fire, flood, blackout, industrial action, theft, sabotage or equipment breakdown) occurring:

- (a) At any time prior to collection of the recreational vehicle or
- (b) During the period of hire for a minimum of three days

Therefore preventing the Owner from completing their obligations under this Agreement, the Owner shall be entitled to delay the performance of the Agreement or terminate the Agreement by mutual agreement with the Hirer or in the absence of such mutual agreement within a reasonable period of time, at their sole discretion and the Hirer shall not make any claim for loss or damages respect of such delay or termination.

In the event of these circumstances arising any refund of payments to the Hirer shall be on the following basis:

1. Prior to collection of the vehicle:
  - n accordance with provisions of Clause 14 except where the event giving rise to the application of this Clause 28.3 is not due to Hirer's default then:
    - i Deposit paid
    - ii Balance of Security Bond (if paid)
2. During period of hire:
  - Balance of rental remaining after termination plus Security Bond less any claims by the Owner pursuant of this Agreement including reasonable cost of returning the vehicle to the pick- up location

### **28.4 Waiver**

No waiver of any right under the Agreement or delay in enforcement or any other indulgence shall affect the rights of a party under the Agreement and all the rights and powers of that party will remain in full force and effect notwithstanding any such waiver, delay or other indulgence.

### **28.5 No Merger**

The obligations of the Hirer in respect of agreements, consents, covenants and warranties contained in these Terms shall remain in full force and effect and are not extinguished upon termination of the Agreement.

### **28.6 No Amendment**

The Agreement shall not be varied except by a document in writing signed by the parties.

### **28.7 Governing Law and Jurisdiction**

The Agreement shall be read and construed according to the law of the State or Territory as executed on page 12 and the parties irrevocably agree that any dispute relating to the Agreement shall be determined in a Court of the State or Territory on page 12.

The PCH Hire agreement is to be used only in respect to hire referred and facilitated by Private Caravan Hire unless expressly agreed to by Private Caravan Hire. Legal documents are subject to copyright law under the copyright act.