

# CARAVAN HIRE AGREEMENT

HIRER'S NAME	
DATE	

## 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: -

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

**'Balance Due'** means the amount in Annexure "A".

**'Deposit'** means the amount in Annexure "A".

**'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 Annexure "A".

**'Security Bond'** means the amount in Annexure "A".

**'Vehicle'** means the vehicle described in Annexure "A".

### 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 and B"

The Hirer must complete the details required in Annexure "A and B" 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 (outside these parameters conditions apply) ;
  - (ai) drivers 21 and up to 25 increased insurance bond applies
- (b) has held a FULL driver's licence for at least 2 years

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- (c) 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;
- (d) has not been refused motor vehicle insurance;
- (e) 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
- (f) holds a current and valid motor vehicle driver's license authorising the person to drive the vehicle issued by a transport authority of the country they reside (see paragraph 7)
- (g) has not had motor vehicle insurance cancelled.

#### 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 driver's 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 agreed on the receipt. Vehicles must be picked up and dropped off at the location in Annexure "A". 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 Bond of the Rental Charge:	Upon execution of this Agreement. (50% or agreed amount Bond)
(b) Security Bond and balance of Rental Charge:	Funds to be cleared Seven days prior to pick up of the vehicle. Unless otherwise stated by the owner
(c) All costs incurred by the hirer in respect of parking or any other traffic violations during the period of rental:	Charged to the hirer
(d) Insurance Excess	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. Subject to Insurance Policy Definitions.)	Within seven days of receipt of repair quotation from a reputable firm.
(ii) The interior of the vehicle is damaged	Within seven days of receipt of repair quotation from a reputable firm.
(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 Bond Payments

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 and in breach of restrictions as described but not limited to below:

- a) The Vehicle is not to be altered in any way. Nothing is to be tied to the vehicle on the outside or top.
- b) No heavy, hard or sharp items are to be transported or stored in the vehicle interior. e.g Eskies, BBQ's, Bikes
- c) The pull-out awning must not be left out in wind or wet conditions, or when the vehicle is unattended.
- d) Replacement cost of any item found to be broken, missing, damaged or lost, either on the interior or exterior including but not limited to the **detailed caravan inventory list** – as sighted upon pickup – will be deducted from the bond.
- e) The hirer is expected to make good all damaged tyres and rims with the same brand & type as currently fitted. Failure to do so will incur such cost being deducted from the bond.
- f) The coupling lock as supplied must be fitted when the vehicle is unattended.
- g) No pets were accommodated in the caravan.
- h) No smoking in the caravan or annex area.

## 9. Cleaning

All vehicles must be returned cleaned inside & out, including awning. Any cleaning required upon return, will incur a cleaning fee of \$55.00 per hour, to a maximum of \$250.00

## 10. Accidents

In the event of an accident, it is the Hirers responsibility to ensure the Owner is contacted immediately.

## 11. Daily Hire Conditions

The Owner 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 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.

## 14. 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 AUD\$50.00 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.

## 15. 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

## 16. 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.

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- (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.

#### 17. 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.

#### 18. Representations and Warranties

18.1 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.

18.2 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.

#### 19. 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.

#### 20. Insurance Excess Liability

The Owner's insurance policy has an excess in the amount in Annexure "A". The Hirer will be responsible for the payment of the excess in respect of any damages, howsoever caused. In the event of damage to the vehicle, the Bond will not be refunded until full settlement of the claim is achieved.

#### 21. Restrictions on Operation

21.1 Any on road touring vehicle - The Hirer agrees that the vehicle will not be operated on unsealed roads other than dirt roads to access certain camping grounds and national parks. The vehicle is not permitted to travel over rocky roads, swollen creeks, rivers or beaches and is not permitted on any marked 4WD roads. The cost of repairing any damage caused by breaching this restriction will be the sole responsibility of The Hirer.

21.2 Any off-road vehicle – The Hirer agrees that the vehicle will only be taken on roads and tracks that are permitted to travel and road / track conditions are checked before travelling. Off road use is for short distances to get to a camp ground up to 20kms one way. Further distance will be considered by TrueBlue HIRE upon request. Swollen creeks, rivers or bodies of water are not to be crossed; soft sand driving is not permitted. It is the hirers responsibility to take all steps to avoid damage to the vehicle including but not limited to reduce speed and tyre pressure. The cost of repairing any damage caused by breaching this restriction will be the sole responsibility of The Hirer.

#### 22. Valuables/ Hirer's Contents

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 the paid deposit. A completed and signed copy of this agreement must be forwarded to the owner before pick up.

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## 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.
- (i) the cost of replacing the Off road portable, standalone fridge if stolen or damaged.

## 26. Termination

The Agreement may be terminated by the Owner at any time if, in its absolute discretion, it considers that the 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.

## 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:	In 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:
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	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 not withstanding any such waiver, delay or other indulgence.

#### 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.

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## Annexure A–

Please complete & return. Booking will be confirmed on receipt of form & deposit

<b>HIRER DETAILS:</b>	
Given Names:	
Family Name:	
Date of Birth:	
Home Address:	
Postal Address:	
Mobile:	
Home Phone:	
Email:	
<b>Bank Details for return of Bond.</b>	<b>If Applicable - (if paid in cash only)</b>
BSB.:	
Account No.:	
Account Name.:	
Contact details whilst travelling (if different from above)	
<b>IDENTIFICATION:</b>	
Licensed Drivers Details:	
<b>N.B</b> Colour copy of Drivers Licences required with return of this Agreement.	
Secondary ID ( <b>Over seas visitors only</b> ) copy required:	Passport:
<b>TOW VEHICLE DETAILS:</b>	
<b>Nominated Driver No. 1.</b>	
Name:	
Date of Birth:	
License number:	
Expiry Date:	
I've held a valid DL for minimum 2 years	Yes      No
<b>Nominated Driver No. 2.</b>	
Name:	
Date of Birth:	
License Number:	
Expiry Date:	
I've held a valid DL for minimum 2 years	Yes      No
<b>Tow Vehicle Details</b>	
Owner:	
Tow Capacity:	
Make:	
Model:	
Registration No.:	
Brake Controller Fitted:	Yes / No <b>I need to hire one:</b> Yes / No
Insurance Company:	
Policy No.:	
<b>HIRE VEHICLE DETAILS</b>	
Make & Model:	
Registration No:	

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The recreational vehicle and its contents supplied by the owner is insured by the owner. Personal belongings are the responsibility of the hirer.			
<b>COLLECTION DETAILS</b>		<b>(see receipt provided)</b>	
Pick Up Date & Time:			
Drop Off Date & Time:			
Pick Up/Drop Off Address:	See receipt		
Daily Caravan Hire Charge:	\$	Total Nights/Days (please circle) of Hire	
Total Caravan Hire Charge:			
Additional Hire Charges:	\$		
(see attached list)			
Total Rental Charge:	\$		
<b>Bond:</b>	<b>\$1,500</b>		
Deposit Due:	\$	payable now to secure booking	
Balance Due:	\$		
Please send email to notify us when payments are made.			
<b>PAYMENT METHOD</b>		Please transfer all payments to the below account.	
Bank:	Bankwest		
BSB:	306-141		
A/c No.:	0115625		
A/c Name:	Belinda and Andreas Schlaepfer		
*Please use your Surname and van type depending on which Van you are hiring as Payment Reference accepted.			

## SIGNING PAGE:

Accessories included in hire (Please see attached list)

Minor Damage Description (Hire commencement)


I/We have read and understood the Terms and Conditions of this Caravan Hire Agreement.

I/We agree to be bound by this Caravan Hire Agreement.

I/We have inspected the caravan and agree the caravan is in safe and clean condition.

I/We understand the caravan is to be returned in the same condition or cleaning fees will apply.

I/We confirm all the above is true and correct

Strictly No Bikes, Eskies, Tables, Chairs, Sharp Objects, BBQ's, etc will be transported in or on the Caravan.

Signed by the Owner

Name:	
Signature:	Date:

Signed by the Hirer

Name:	
Signature:	Date:

Witness

Name:	
Signature:	Date:

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## **Annexure B–**

### **Tyre maintenance**

To avoid damage to the tyres on the trailer you should check the tyre pressure regularly. Driving long distances and low pressure can result in a “blowout”. 45 PSI is normal pressure for the tyres on our trailers.

Check the tyres every time you stop for fuel or for a rest as debris (screws, nails, glass) from the road can damage the tyres, sometimes resulting in a slow leak and if you continue to drive it will result in a “blowout”.

When you set up camp have a quick visual inspection of the tyre for obvious signs of damage and nails or screws lodged in the tyre thread. Don’t forget to check your vehicles tyres as well.

Please note, the renter (named below) is responsible for tyre damage caused while in charge of our trailer. Damaged tyres will have to be replaced or repaired at your cost.

We (TrueBlue Hire) will be responsible for replacing tyres due to age (max.4 years) or normal wear below the legal limit.

### **Awning**

**Wind:** Do not leave the awning unattended when rolled out. Do not set up or retract in windy conditions. Wind can damage this awning.

**Rain:** When it rains water can pool on top of the awning and the extra weight can collapse the awning causing damage. To prevent water pooling you can set one leg lower than the other to help with drainage. Keep an eye on it. You may manually drain the water or retract.

We recommend to retract the awning when not in use or going to bed.

You will be responsible for any damage and repair costs to the awning while on hire.

I have read and understood the above information

Full Name:

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Date:

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Signature:

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Initial: