

## Hire Agreement Terms and Conditions

### Bookings:

- 1 A deposit of 50% of total hire cost is required within 48 hours when a booking is made 28 days or more prior to pick up date.
- 2 Full payment is required within 48 hours of the booking made if the booking is within 28 days of pickup date.
- 3 Deposits are non-refundable but may be transferred to alternative dates where there is availability and at the discretion of Mandurah Camper Rental.
- 4 The Camper Trailer can only be used in the state of Western Australia.

### Final Payment:

- 1 Final payment of all outstanding hire fees must be made **in full** 28 days prior to departure.
- 2 Payments can be made by Electronic Funds Transfer (EFT) or by credit/debit card.
- 3 If paid by EFT, our account details will be supplied and funds **MUST** be cleared before the hire.

### Security Bond:

- 1 The Security Bond is to be paid before the time of collection of the Camper Trailer.
- 2 If paid by EFT the funds must be cleared into Mandurah Camper Rental's account **before** the hire period begins.
- 3 If paid by Cash it can be made **in full** on the day of hire.
- 4 The Camper Trailer or Hire Equipment will not be released until all payments are received.
- 5 The Security Bond covers, but is not limited to, the Terms and Conditions outlined below:
  - i The Security Bond will be refunded to the Hirer within two working days from the return of the Camper Trailer in the same condition it was hired.
  - ii The Hire Fee includes insurance of the Camper Trailer and the Security Bond equates to the excess on any claim on the insurance policy, and is not refundable in the event of any insurance claim having to be made due to damage caused during the hire period.
  - iii The value of any damage less than the Security Bond, caused by the Hirer during the hire period, will be subtracted from the Security Bond and retained by Mandurah Camper Rental.
  - iv If any damage does occur to the Camper Trailer, depending on the severity, part of or the entire Security Bond shall be retained at the discretion of Mandurah Camper Rental until all expenses are finalised and or recovered.

### Cancellations:

- 1 Cancellation of a booking with more than 60 days notice prior to the hire period will entitle the hirer to either transfer the deposit to an alternative hire period, or a refund of the deposit in full (minus a \$50 booking fee)
- 2 Cancellation of a booking between 28 days and 60 days notice prior to the hire period will entitle the hirer to transfer the deposit to an alternative hire period or forfeit 50% of the booking deposit.
- 3 Any cancellations with less than 28 days notice will forfeit the booking deposit, unless the hire can be transferred to an alternative hire period (see below). If the Security Bond has been paid then it will be returned in full.

Initial\_\_\_\_\_

- 4 If the Hirer transfers the deposit to an alternative period, all rates applicable to the new hire period will apply.
- 5 If the Camper Trailer is not picked up for any reason the hirer will forfeit the full amount of the payment, with the Security Bond being returned in full.
- 6 If the Camper Trailer or Equipment Hire is not available on the date of hire, for whatever reason or condition, outside the control of Mandurah Camper Rental, then the Business shall, if possible, substitute a similar Camper Trailer or Equipment and, if that is not possible, will notify the Hirer immediately, as such condition becomes known, and will refund the full deposit and other monies, if any, paid by the Hirer. There shall be no further liability on Mandurah Camper Rental other than to make such refund.
- 7 All cancellations MUST be in writing.

#### Hire Restrictions:

- 1 The Hirer / drivers must be at least 25 years of age at the time of commencement of the hire period.
- 2 The Hirer / drivers MUST possess a full / unrestricted driver's license issued in Australia.
- 3 A copy of the Hirer / driver's license and full comprehensive insurance policy on the towing vehicle will be taken by Mandurah Camper Rental prior to departure.
- 4 The Hirer / driver must avoid areas that have been affected by Floods, Deep Creek Crossings, Steep Descents and Heavily Rutted Roads
- 5 The Hirer is responsible for any excess payable by Mandurah Camper Rental on any insurance claim in respect of theft, loss or damage to the camper trailer during the period of hire.
- 6 The Camper Trailer and all associated equipment remain the property of Mandurah Camper Rental.
- 7 Mandurah Camper Rental reserves the right to refuse hire to any persons deemed unsuitable.

#### Cleaning:

- 1 The Camper Trailer is expected to be returned to Mandurah Camper Rental clean and tidy and in the same condition upon which it was released (inside and outside).
- 2 Should the Camper Trailer require cleaning a charge against the Security Bond will incur. Cleaning fees start at an initial cost of \$50.00 and are thereafter charged at \$35.00 per hour or part thereof.

#### Smoking and Camp fires:

- 1 Smoking is NOT permitted inside the Camper Trailer or Annex area.
- 2 If cigarette or campfire smoke is present in the Camper Trailer on its return, as deemed by Mandurah Camper Rental, the full bond will be retained.

#### Pets:

- 1 Pets are permitted following the Hirer's payment of an additional non-refundable \$100.00 pet bond.
- 2 The Hirer will be responsible for the full cost of any repairs/additional cleaning required.

#### Breakdowns:

- 1 In the event of a breakdown or accident Mandurah Camper Rental MUST be notified as soon as is practicable on 0410 914420.
- 2 It is the Hirer's responsibility to make sure that the Camper Trailer is safe at all times.

Initial\_\_\_\_\_

- 3 Mandurah Camper Rental shall not be liable to expenditure, inconveniences, loss or damage incurred by the Hirer in the event of a breakdown or accident.
- 4 It is the Hirer's responsibility to get the Camper Trailer to a safe place where repairs to the Camper Trailer can be carried out.
- 5 Any tyre repair/replacement is the responsibility of the Hirer and the Hirer MUST contact Mandurah Camper Rental BEFORE commencing repairs.
- 6 Insurance excludes deliberate or immersion damage.
- 7 In the event of a breakdown it is the Hirer's responsibility to return or have the Camper Trailer returned to Mandurah Camper Rental before the end of the hire period.
- 8 The Hirer should report any damage to the police and obtain a police report.

#### Damage:

- 1 If any damage does occur to the Camper Trailer, depending on severity, part or the entire Security Bond shall be retained at the discretion of Mandurah Camper Rental to cover costs for the repair and/or insurance excess.
- 2 Should the cost for repair/replacement of the Annex/Awning exceed the Security Bond, the Hirer will be required to pay the excess.
- 3 Any damage to the tyres and rims of the Camper Trailer, in excess of what is considered normal wear and tear, will be at the cost of the Hirer and deducted from the Security Bond. Should a tyre(s) puncture, blow or shred, the tyre(s) must be replaced at the cost to the Hirer and must be replaced with an approved tyre (not a re-tread).
- 4 The Camper Trailer is not to be altered or tampered with in any way either internally or externally.
- 5 The cost of any items from the Camper Trailer, either external or internal, that are found to be broken, missing, damaged, substituted or lost will be deducted from the bond.
- 6 All canvas must be fully dry prior to packing away to avoid mould and water damage.
- 7 Any damage deemed malicious damage that occurs during the hire period of Camper Trailer is the full financial responsibility of the Hirer. The Hirer is also responsible for any fees incurred in the recovery of those costs.
- 8 If the Trailer Key is lost or damaged it must be replaced at the Hirer's expense or taken out of the Bond.
- 9 Mandurah Camper Rental takes no responsibility for the Hirer's personal belongings.
- 10 The Insurance Policy may be invalid in the following circumstances, which could result in the Hirer paying the full cost of any repairs:
  - i The Hirer or any person who is likely to tow the Camper Trailer is under the influence of alcohol (alcohol level in excess of 0.05) or any drugs
  - ii The Hirer or any person who is likely to tow the Camper Trailer refuses to allow police to conduct a breath or blood test for the purpose of determining the blood alcohol content or refuses to allow police to conduct a random drug test
  - iii The Hirer or any person who is likely to tow the Camper Trailer is not the holder of a current driver's license that allows the person to drive a vehicle for the purpose for which it is being driven
  - iv The Hirer or any person who is likely to tow the Camper Trailer is using the vehicle for anything other than private use

Initial\_\_\_\_\_

- v The Hirer or any person who is likely to tow the Camper Trailer is using the Camper Trailer to carry flammable substances, explosives or chemicals (other than normal domestic purposes)
- vi If the insurance policy is invalidated due to any of the above 5 clauses, the Hirer will become personally responsible to pay for or make good any damage caused during the hire period.
- vii If the Hirer or any person who is likely to tow the Camper Trailer has had a licence cancellation or suspension in the last five (5) years then they will not be covered under the policy, so will be responsible for the full cost of any damages to the Camper Trailer/Equipment, and for any other claim by a third party arising from an incident or accident that happened during the hire period.

Accidents:

- 1 In the event of an accident occurring involving the Camper Trailer the Hirer is responsible for obtaining the following information necessary for insurance purposes:
  - i Name, phone number, date of birth, address, driver's licence details of any other drivers involved
  - ii The registration, make, model and colour of any other vehicles involved
  - iii The name, phone number and address details of any witnesses present at the time of the accident
- 2 This information is to be reported to the police by the Hirer and given to Mandurah Camper Rental as soon as is practicable following the incident.
- 3 The Hirer is responsible for making a report to the police in the event of any incident involving the Camper Trailer, in the event of either the theft of or part there of the Camper Trailer or its contents/equipment, or any malicious damage caused to the Camper Trailer.
- 4 The Hirer must obtain a police incident report number for Mandurah Camper Rental, for insurance purposes.

Sub-Letting:

- 1 The Hirer is NOT permitted to sub-lease or lend the Camper Trailer to any other persons.
- 2 The Camper Trailer remains the property of Mandurah Camper Rental at all times.

Late Returns:

- 1 The Hirer is asked to contact Mandurah Camper Rental if they are delayed on returning the Camper Trailer.
- 2 A penalty fee will be charged to the hirer and deducted from the Security Bond in the event that the camper trailer is returned late.
- 3 Charges accrue on a daily basis and are charged at twice the daily rate.
- 4 Failure to inform Mandurah Camper Rental of a late return will result in the Camper Trailer being considered stolen by the Hirer and reported to the police.

I have read and agreed to the Hire Agreement Terms and Conditions:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_