



# EASTERN CARAVAN HIRE

## Terms and Conditions

### 1. Hire Limitations

You accept full responsibility for the care and security of the goods at all times during the Period of Hire or whilst in your possession or property within your care or control.

You and all drivers must hold a full unrestricted Australian Drivers Licence and be at least 25 years of age and have held that Licence for not less than 2 years.

All drivers must be identified in this Agreement and their details fully and accurately stated.

You must disclose to us if you or any drivers have been convicted of any driving offence or been refused motor vehicle insurance in the past 5 years - any such person may not, without our specific written consent first given, be an approved driver.

Only approved drivers may be in charge of a towing vehicle.

Drivers must at all relevant times be free from the influence of alcohol or drugs.

You must provide us with current Drivers Licence details for all drivers and the registration numbers of every towing vehicle.

You must not lend or sub-hire to or license any third party in relation to or otherwise part with possession, custody or control of the goods.

Our caravans and camper trailers must at all times be towed in a safe manner according to road and weather conditions and in accordance with the Road Laws and Traffic Regulations.

You may only drive on bitumen or well made dirt roads. Any corrugated roads or 4wd tracks are strictly forbidden and an immediate loss of bond will apply.

### 2. Vehicle Compatibility

It is your responsibility to ensure the towing vehicle's compatibility and loading weights comply with and legally correspond to the goods. We will not accept any liability if loading capacities are breached. You will not be permitted to remove the goods from our premises if your towing vehicle is non-compliant and your booking will be treated as a 'No show'.

### 3. Terms of Payment

A 20% deposit is payable upon booking or \$200.00, whichever is greater. Your deposit confirms your reservation for the period of hire and is wholly non-refundable unless otherwise agreed to in writing by us.

Full payment of the hire fee is required 30 days prior to the pick up date. Eastern Caravans reserves the right to cancel your caravan hire if the balance is not paid in full 30 days before pick up. Any monies paid will be forfeited and are non-refundable.



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A security bond of \$1,000.00 is also required for this Hire. The security bond will be refunded to you within 7 days of return of the goods subject to their being returned on the drop-off date on time and fully intact and undamaged.

We reserve the right to cancel this Agreement at any given time if our Terms of Payment are not strictly adhered to by you.

We reserve the right to refuse or to cancel the Hire to any persons whom we in our absolute and unfettered discretion deem unsuitable hirers, without being required to give specific reasons therefor.

#### **4. Damage**

If any damage is caused to the goods during the Hire, we will retain part or all of the security bond for repair or replacement thereof. If the replacement repair cost exceeds the security bond, you remain responsible for all such damage costs.

You are responsible for any damage caused to the Tyres or Rims of any caravan or camper trailer being part of the goods (excluding fair and normal wear and tear) the cost of repair or replacement of which shall be liable to be deducted from the Security Bond but otherwise will be payable by you in full.

The goods must not be tampered with or altered or modified internally or externally or otherwise in any way.

You must not store or accommodate any hard items inside or on any surface bed or floor of our caravans or camper trailers, including but not limited to suitcase, camping chairs, bbq, gas bottle, metal esky or portable refrigerator, where this is liable to cause damage to any floor covering, finish or furniture nor introduce or carry or transport onboard any flammable items or chemical bottles or containers.

You must not attach or tie or otherwise affix anything to the external walls or roof of our caravans or camper trailers for the purpose of storage or transportation thereof.

You must not use any adhesive on the furniture and fittings including but not limited to sticky tape, masking tape, cloth tape, glue, as this will cause damage when removed.

Any items comprising or being a part of the goods and found missing, damaged, broken or substituted for will be deducted from the Security Bond.

Any malicious damage caused to the goods by you or occurring during the Period of Hire and caused by your invitees or by others enjoying the use of the goods in conjunction with you is your legal responsibility and is liable to be claimed by us from you together with associated costs.



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### 5. Accidents

You agree and acknowledge that -

- In the event of an accident involving the goods, you must notify us immediately;
- In the event of an accident involving another vehicle, you must obtain the registration, make, model & colour of the other vehicle, the name, address and drivers licence details of the other driver and the names and addresses of any witnesses;
- the above details will be forwarded to us as soon as practicable;
- you must make a report to Police regarding any accident involving the goods or malicious damage caused to or theft of the goods (or any of the goods).

In the event of an accident involving the goods all repair costs will be your responsibility and be liable to be deducted by us from the security bond and claimed from you in full by us. Where a third party is alleged to be at fault, all bond monies will be retained by us until liability can be verified as determined by us or by any representative on our behalf.

### 6. Breakdown

You must inform us of a breakdown involving the mechanical or trailerable condition of the goods as soon as practicable.

You agree that we will not be responsible for any expenses, inconvenience, loss or damage incurred or suffered by you in consequence of a breakdown and you indemnify us for any claims that might otherwise be liable to be made by you in relation thereto.

In the event of a breakdown, you remain responsible for the security and care of the goods at all times.

### 7. Personal Items

We accept no responsibility for your personal effects, items are stored at owners risk.

### 8. Infringements

We are not responsible for any traffic infringements or fines or penalties incurred by you and relating in any way to your use of the goods or the conduct of the driver in connection therewith.

Any tolls that are charged from our etags installed on our hire cars or motorhomes, will incur an administration fee of \$10 plus the tolls.

### 9. Cleaning



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You must return the goods in a clean and tidy condition (and being to our satisfaction) both inside and out failing which a cleaning fee will be deducted from the security bond at a rate of \$80.00 per hour. Failure to clean the toilet box a fee of \$200.00 will be deducted from the security bond.

If the car or motorhome is being hired, this needs to be returned with a full tank of petrol. Alternatively we will charge a refuel fee of \$20 in addition to the fuel required to fill the tank. The car/motorhome needs to be cleaned outside and inside.

### **10. Smoking**

You agree and acknowledge that there is a strictly no smoking policy to be adhered to by you, your invitees and others using the goods (including usage being inside any of our caravans or camper trailers or under our awnings or annexes). Any goods deemed by us to have been smoked affected or stained or contaminated will result in your forfeiting the security deposit as liquidated damages for the cost of reinstatement of the goods by us to a proper and hireable condition.

### **11. Pets**

Pets are permitted into our Caravans, Cars, Motorhomes and Camper Trailers. The vehicle must be returned with all trace of animal hair and odour removed or a cleaning fee will apply.

### **12. Gas Bottle**

Any Gas bottle issued by us is to be returned filled or alternatively we can do a half fill for \$20, or a full refill for \$40 which will be deducted from the Security Bond.

### **13. Braking System**

We will provide a portable braking system to you as part of the goods. The towing vehicle will need a 7 pin flat or round socket fitted and must be in good working order. This must be used when towing our Caravans or Camper Trailers at all times. All indicators and brake lights on the goods must be operational prior to their leaving our premises.

We will not be responsible if the towing vehicle does not comply with these requirements and in the case of non-compliance you may, in our discretion, be deemed a 'No Show'.

### **14. Stabilisers/Mirrors**

Portable clip on towing mirrors will be supplied as part of the goods with this Hire Note - a weight distribution hitch can be booked as part of the Hire subject to availability (at extra cost).

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### 15. Returns

The goods must be returned by 4.00pm on the drop off date. Late returns will attract a late return fee calculated at \$500.00 per day (or part day) with a return any time after 4.00pm being deemed a part day. Where your late return of the goods causes a loss or cost to us or to another Hirer, we reserve the right to claim our loss from you or to deduct our loss and any associated costs from the security bond.

### 16. Early Drop-Off

No refund will be due to or liable to be claimed by you for early termination of the Hire irrespective of the circumstances giving rise thereto.

### 17. Cancellation Fees

If your booking is cancelled within:

- 30 days or more prior to the pick up date - \$200 or 20% of gross rental charged (whichever is greater)
- 15 days to 29 days prior to the pick up date - 50% of gross rental charged
- 14 days or less prior to the pick up date - No refund will apply

Where a No show occurs or is deemed to have occurred, no refund will apply.

#### COVID Cancellations

If you need to cancel your booking due to COVID-19 travel restrictions, we will apply a 2 year credit for the full amount that has been paid. This credit will not be able to be used over Christmas or Easter school holidays, unless the hire cancelled was over this period.

Where a booking has been made using a credit as a payment, this credit will be wholly non-refundable in the event of cancellation.

We reserve the right to cancel your booking at any time should any of our Caravans or Camper Trailers become unroadworthy or unavailable due to unforeseen circumstances thereby impacting on our inventory of goods and ability to satisfy your booking. If an alternative Caravan or Camper Trailer cannot be offered to you in accordance with your requirements as set out in this Agreement, a full refund of your booking fee will be given.

### 18. Force majeure

You agree and acknowledge that (without prescribing any limit thereto) Acts of God, riots, civil unrest, road closures, mechanical failure and breakdown and the conduct of other Hirers are some of the matters beyond our immediate or effective control and which may affect our ability to satisfy



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your booking or the specific requirements of this Hire: in such circumstances you agree to hold us harmless and you do hereby indemnify us from any claim that you or any person on your behalf might otherwise make against us for any consequential loss or damage arising therefrom.



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### 19. Definitions & Interpretation

In these Terms and Conditions and in this Caravan Rental Agreement, where the context permits, reference to:

<b>"this Agreement"</b> means	the within Agreement as completed and signed by all parties
<b>"you" or "your"</b> means	the person or persons whose details are contained under the Hirer Details of this Agreement as the Hirer
<b>"we" or "our" or "us"</b> means	Eastern Caravan Hire
<b>"the Hire" or "this Hire"</b> means	the relationship between you and us as set out in and regulated by this Agreement and, where the context permits, the use by you of the goods
<b>"the goods"</b> means	the caravan or camper trailer hired to you under this Agreement and includes where the context permits any and all additional items provided therewith including portable clip-on mirrors and any other equipment provided to you by us for use as part of the Hire
<b>"no show"</b> means	your failure to attend at our premises on the designated date and time shown herein as the Pick Up Date for the purpose of commencing the Hire or such other circumstance that prevent the Hire commencing and involving your failure to comply or satisfy any of these terms and conditions
<b>"driver" or "drivers"</b> means	you and any person whom you authorise or permit (or propose to authorise or permit) to drive or control, or who is driving or controlling, a vehicle which is towing the caravan or camper trailer hired to you by us to which our caravan or camper trailer is connected for the purpose of being towed and includes any person who is manoeuvring the caravan or camper trailer hired to you manually or by some other means other than by the use of a towing vehicle.
<b>"approved driver"</b> means	a driver who complies with and satisfies any limitations or restrictions or conditions imposed by us under this Agreement
<b>"towing vehicle"</b> means	any vehicle used or proposed to be used in connection with or for the purpose of towing the caravan or camper trailer hired to you



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**"period of hire"** means the period commencing the Pick Up Date and ending the Drop Off Date (with a closure time of 5.00pm)

Where two or more persons are shown herein as the Hirer, their liability hereunder is both joint and several