

# ALL BOATS & CARAVANS

## Terms and Conditions

This Agreement is entered into between:

All Boats & Caravans. 4 Hocking Road, Kingsley Western Australia.

Phone 9309 4200, ABN 25 585 638 545 (herein "ABC", "we", "us")

And

The Hirer ("You")

### 1. DEFINITIONS

- a) **"ABC"** All Boats and Caravans - Hocking Road, Kingsley Western Australia.
- b) **"Bond"** means the security bond payable by You as security for Your obligations to us pursuant to this Agreement, being \$2,000.00 or any amount noted in the Hire Agreement;
- c) **"Booking"** means a booking made by You whereby We reserve a Caravan for Your exclusive use during the Hire Period. A Booking is not a booking until the Deposit is received in full;
- d) **"Caravan"** means the caravan hired by You from Us pursuant to this Agreement, which is owned by ABC and detailed in the Hire Agreement and includes all annexes, awnings, gas bottle and other fixtures and fittings of the said caravan;
- e) **"Collection Date"** means the date you will collect the Caravan from the Dealership and being that date noted in the Hire Agreement or any earlier date as the parties agree, being the date that You are collecting the Caravan from the Dealership and from which you are liable for Hire Fees;
- f) **"Consumables"** means any consumables provided with the Caravan for Your use, with such Consumables to be replenished at Your expense;
- g) **"Deposit"** means the monies paid by You to secure Your Booking and will be equivalent to 30% of total hire fee;
- h) **"Event"** means any incidence of damage or destruction of the Caravan for which an insurance claim may or may not be required, or otherwise a breach of this Agreement to which We, at our absolute discretion, deem to be a significant breach of this Agreement;
- i) **"Hirer"** means You, being the only authorised person(s) to be in control of the Caravan and the Towing Vehicle whilst the Caravan is attached to the Towing Vehicle;
- j) **"Hire Fees"** means the costs and charges applicable to Your hire of the Caravan for the entirety of the Hire Period;
- k) **"Hire Period"** means the Period of hire, inclusive from the Collection Date to the Return Date;
- l) **"Return Date"** means the later of the date noted in the Hire Agreement and the date the Caravan is actually returned to Us at the Dealership;
- m) **"Towing Vehicle"** means the towing vehicle detailed in the Hire Agreement and being the only vehicle permitted to tow the Caravan unless otherwise agreed in writing by Us;
- n) **"Travel Distance"** means the anticipated travel distance you expect to be towing the Caravan, which we require in order to assist us in ensuring the Caravan's maintenance schedule is maintained;
- o) **"Dealership"** means the Dealership from which ABC operates, being 4 Hocking Road, Kingsley in Western Australia.

### 2. TERMS OF PAYMENT

- a) The Bond is required to be paid by You a minimum of 7 days prior to the Collection Date and will be refunded in accordance with Clause 14(d) of this Agreement .
- b) Full payment of all Hire Fees is to be paid a minimum of 7 days prior to the Collection Date.
- c) Hire Fees are non-refundable and all rates are inclusive of any GST, unless otherwise noted.
- d) Should the Hirer be in breach of any payment terms noted in this Clause 2, ABC reserves the right to terminate this Agreement in writing, with immediate effect, at any time. In this event the deposit / bond will not be reimbursed.

### 3. CANCELLATIONS & TERMINATION

- a) In the event You cancel Your Booking, any Deposit paid by You will be forfeited to Us.
- b) The Deposit may, at ABC's absolute discretion, be transferred to an alternative hire period within 6 months of the original Hire Date, provided that We can re-hire the Caravan during the Hire Period.
- c) If We need to cancel a booking due to circumstances beyond Our control (such as an Event in relation to the Caravan), we will make every effort to supply a replacement caravan from our fleet. If an alternative caravan cannot be sourced for Your use, or is not satisfactory to You, all Bond, Deposit and Hire Fees paid by You will be refunded in full.
- d) ABC will not be liable to You for any damages or losses or inconvenience howsoever caused for any termination of this Agreement by ABC and any liability of ABC to You will be limited only to the aggregate of any Bond, Deposit and Hire Fees paid by You prior to the date of termination of this Agreement.

### 4. HIRE RESTRICTIONS

- a) ABC at our absolute discretion may refuse hire of any caravan to any persons as they deem necessary.
- b) The Hirer must be at least 25 years of age at the Collection Date.
- c) The Hirer must possess a full / unrestricted driver's licence issued in Australia. For the avoidance of doubt, a learners or provisional licence is not a full license.
- d) A copy of the Hirer's licence will be taken by ABC prior to or on the Collection Date.
- e) Only the Hirer(s) noted in this Agreement are authorised to be in charge of the Caravan and the Towing Vehicle (whilst the Caravan is connected to the Towing Vehicle).
- f) Should an Event occur at any time whilst the named Hirer(s) is not the person in control of the Caravan and / or the Towing Vehicle (whilst the Caravan is connected to the Towing Vehicle), the Hirer agrees and acknowledges that they will be responsible for losses, damages, legal costs and other costs suffered by ABC as a result of the Event, howsoever caused, should ABC not be able to claim the same from their insurance policies.

### 5. TOWING VEHICLE

The Towing Vehicle must be of legal towing requirements to meet the right Tare, GTM & ATM of the Caravan and must be fitted with the correct brake controller.

### 6. CLEANING

- a) The Hirer must clean and tidy the Caravan and ensure it is returned to the Dealership on the Return Date in the same condition in which it was provided on the Collection Date.
- b) The Hirer must empty and rinse the toilet cassette before returning the caravan. Failure to do so will incur a \$60 cleaning fee.
- c) Should the Caravan require additional cleaning, the costs associated with the same will be deducted from the Bond.
- d) The Hirer agrees and acknowledges that cleaning rates will be charged at \$60.00 per hour plus GST for general cleaning and are charged on a ½ hourly basis, plus the cost of any cleaning products required.
- e) Should specialised cleaning be required, the Hirer will be notified of the costs associated with the same as soon as practicable.
- f) If We reasonably believe the Caravan has been taken off-road and / or is excessively dirty, the Caravan will require a professional detail and will incur additional cleaning costs, for which the Hirer acknowledges they will be absolutely liable.

### 7. GENERAL CONDITIONS OF HIRE

- a) The Hirer must ensure that the Caravan is safe and secure at all times.
- b) Smoking is NOT permitted inside the Caravan or under the awning area.

- c) If cigarette smoke is present in the van on its return, as deemed by All Boats & Caravans, the full bond is retained.
- d) The caravan must not be subjected to camp fire smoke.
- e) The use of aerosol cans near naked flames is not permitted inside or outside the Caravan.
- f) No pets are permitted inside the Caravan and / or annexes.
- g) A maximum of 60 kg on the top bunk is allowed.
- h) The Caravan is not to be altered or tampered with in any way either internally or externally.
- i) Nothing is to be tied to the Caravan externally either to the sides or top.
- j) No heavy hard items are to be stored on the floor of the Caravan e.g.: Esky's, BBQ's or gas bottles, bicycles etc, as they may mark or tear the flooring or interior.
- k) A pull out awning must not be left up in wet / windy conditions or whilst the Caravan is unattended.
- l) All Boats & Caravans Hire takes no responsibility for the hirer's personal belongings.

## 8. RESTRICTED AREAS

- a) The Caravan is to be driven at all times on sealed / bitumen roads.
- b) The ONLY exception clause 8(a) above is when the Caravan exits a sealed road and enters into a caravan park or camping area.
- c) The Caravan is not permitted to travel on any road marked as "4WD Only".
- d) Other restricted areas include:
  - i. Anywhere outside Western Australia unless agreed in writing with ABC;
  - ii. The Caravan is not permitted to enter any region that is being or expected to be affected by a cyclone;
  - iii. The Caravan is not to be taken across river crossings or swollen creeks.
- e) When driving/towing a Caravan weather conditions MUST be taken into consideration prior to embarking –the Hirer acknowledges that wet roads and high winds may affect the towing ability of the Towing Vehicle.
- f) The Hirer agrees and acknowledges that they will be absolutely liable to ABC for any and all damage and loss suffered by ABC resulting from a breach of this clause 8, including loss of rental income for any bookings for the Caravan after the Return Date, which cannot be completed as a result in any delay in making the Caravan roadworthy following any Event that occurs as a result of any breach of this Clause 8.

## 9. ACCIDENTS & BREAKDOWNS

- a) In the event of an accident or breakdown We must be notified as soon as is practicable on 9309 4200.
- b) We will not be liable for any expense, inconvenience, loss or damage incurred by You in the event of a breakdown.
- c) It is Your responsibility to get the Caravan to a safe place where repairs to the Towing Vehicle and / or Caravan are to be carried out.
- d) Despite any Event or breakdown, the Hirer must ensure the Caravan is returned to the Dealership by the Return Date.
- e) The Hirer must ensure they obtain and keep safe the details of any other vehicle(s) involved in any accidents, malicious damage or theft, including:
  - i. Name and contact details (including phone number and address) for the other driver and any witnesses,
  - ii. drivers licence of the other driver,
  - iii. car make & model,
  - iv. the other driver's insurer details including policy/claim number.
- f) In the event of an accident or Event, the Hirer must not admit any liability for the same and must report any damage to the police and obtaining a police report number for Our records.
- g) Other than fair wear and tear, damage to the Tyres and Rims of the Caravan is the responsibility of the Hirer. Should rim(s) be damaged or tyre(s) puncture, blow or shred they must be replaced with an approved type, being light truck

- tyres (no retreads) and be of equivalent size and ratings by the Hirer at their expense.
- h) Any tyre or rim repair / replacement is the responsibility of the Hirer and the Hirer must contact ABC before commencing any repairs.
- i) Any tyre replacement must be of. ABC will approve the tyre type in writing.
- j) ABC authorises the Hirer to repair any minor items during the Hire Period, up to a maximum cost of \$100.00 (AUD), subject to ABC authorising the same in writing or by telephone. The Hirer must provide ABC with receipts in order to be reimbursed.
- k) ABC will not accept any liability for damage to the Caravan caused by deliberate or immersion damage and You will be liable for all costs and damages associated with the same.

## 10. DAMAGE

- a) If an Event occurs and the Caravan is damaged or destroyed, the Bond will be retained by Us at our absolute discretion.
- b) You will be liable to us for any costs and damages associated with an Event.
- c) The cost of any items from the Caravan either external or internal that is found to be broken, missing, damaged, substituted or lost will be deducted from the Bond.
- d) Any damage deemed malicious damage that occurs during the Hire Period is the full financial responsibility of the Hirer who is also responsible for any additional fees (including legal costs on an indemnity basis) incurred in the recovery of those costs.

## 11. SUB-LETTING

- a) The Hirer is NOT permitted to sub-lease or lend the caravan to any other persons.
- b) The Caravan remains the property of ABC at all times.

## 12. LATE RETURNS

- a) The Hirer will be charged for Hire Fees (deducted from the Bond if necessary) until the Return Date.
- b) Hire Fees will accrue on a daily basis and are charged at either peak or off-peak part week rates.
- c) The Hirer must immediately contact ABC if they become aware that they may be delayed in returning the Caravan by the expected Return Date.

## 13. TOWING VEHICLE SPECIFICATIONS

The Hirer is absolutely responsible for ensuring that the towing specifications limits, including tare and ball weight on the towing vehicle, normally found in the vehicle's owner's manual for the Towing vehicle are not exceeded when the Caravan is attached.

## 14. RETURN DATE

- a) You will return the Caravan to us before 11:00am on the Return Date;
- b) On the Return Date We require the actual Travel Distance of the Caravan during the Hire Period.
- c) You will continue to be liable to Us for Hire Fees until the Caravan has been returned to us, should the Caravan be returned after the anticipated Return Date.
- d) The Bond will be refunded to You within seven days of the Return Date, provided that the Caravan is returned in the same condition as it was as at the Hire Date, less any reasonable wear and tear.
- e) We will conduct a full inspection of the Caravan shortly after the Return Date and prior to releasing the Bond to You, less any deductions for any necessary amounts as outlined in this Agreement, such as costs associated with repairing any damage or any cleaning costs as required.
- f) Should an Event have occurred for which an insurance claim was required, the Bond will not be refunded to You.
- g) We will notify You in writing within seven days of the Return Date of the details of any Bond that is / is not being refunded to You and the reasons why.