

HIRE AGREEMENT TERMS & CONDITIONS

1. INTERPRETATION

- a. In this agreement:
 - i. 'Owner' means Catherine Mowlam, trading as Just Enjoy Camper Trailer Hire at 510 Settlement Road, Sunbury in the State of Victoria, postcode 3429.
 - ii. 'Goods' means the camper trailer described on the front of this form and any replacement for the camper trailer and includes all accessories and other equipment.
 - iii. 'Hirer' means any person who signs the Agreement personally, or by an agent, and where more than one of them jointly and severally.
 - iv. 'Hire Charge' means the sum set out on the front of this form as the 'Hire Charge'.
 - v. 'Hire Booking Deposit' means the sum set out on the front of this form as the 'Hire Booking Deposit'.
 - vi. 'Hire Security Deposit' means the sum set out on the front of this form as the 'Hire Security Deposit'.
 - vii. 'Hire Period' means the period beginning on the date set out on the front of this form as the 'Start Date' and ending on the date set out on the front of this form as 'Return Date' on which goods are returned to the Owner at 510 Settlement Road, Sunbury, Victoria 3429; or, if the Goods are stolen or damaged beyond repair, the date on which the Owner's insurer confirms that it will accept that the Goods have been stolen or damaged beyond repair.

2. HIRE SECURITY DEPOSIT

- a. The full amount of the Hire Security deposit must be paid at the time of picking up the Goods;
- b. The Hire Agreement will not proceed if the Hire Security Deposit is not paid.
- c. Any refund of all or portion of the Hire Security Deposit will only take place after inspection of the Goods, and the cost or value of any damage to or loss of the Goods will be deducted there from before such repayment, which is to be within 21 days of the return of goods.

3. HIRE BOOKING FEE

- a. The Full amount of the Hire Booking Deposit must be paid at the time of the initial booking.
 - i. This agreement is signed by the Hirer and
 - ii. The Hire Booking Deposit is received
- b. Cancellation
 - i. Cancellations will incur the following costs
 - ii. Anytime up to 21 days prior to hire commencement date – 50% Deposit refunded

- iii. Less than 21 day prior to hire commencement – Deposit forfeited

4. RENTAL OF GOODS

- a. The owner agrees to hire the Goods to the Hirer for the Hire Period and Hirer agrees to take the goods on hire for that period on the terms and conditions set out in this Agreement. The hirer is entitled to use the Goods for the Hire Period and for any agreed extension of the Hire Period. The Hirer agrees to return the Goods to the Owner at, 510 Settlement Road, Sunbury, Victoria 3429, on or before the end of the Hire period.
- b. The Owner will not refund any Hire Charge monies if the Hirer elects to return the Goods prior to the end of the Hire Period, regardless of reason (including but not limited to weather)

5. HIRERS WARRANTIES

- a. The Hirer warrants that:
 - i. The particulars on the front of this form are correct in every respect and are not misleading in any way including, without limitation, by omission;
 - ii. The Hirer holds a current drivers licence and is over the age of 25 years old. The licence must be sighted by the Owner at the beginning of the Hire period. The Hirer must ensure at all times the Goods are towed only by persons holding a current motor vehicle driver licence in Australia or the appropriate class and their name listed on the front of this form. The Hirer must also ensure the Goods are not misused or abused.
 - iii. The Goods will not be used for any illegal purpose or in any race or speed test or for the conveyance of any excessive loads or inflammable, corrosive or explosive material or in any way which breaches a condition of registration or insurance of the goods.
 - iv. That their vehicle is suitable for towing the Goods.
 - v. The Hirer must not, without the written prior consent of the Owner, modify, or permit any modifications of the Goods in any way so that the Goods no longer comply with the manufacturers specifications or so that any warranty given by the manufacturer might or would have been invalidated and;
 - vi. The Hirers agree that the Goods comply with their description, are in merchantable condition and are fit for the Hirers purpose.

6. HIRERS OBLIGATIONS

- a. The hirer will;
 - i. Immediately upon accepting delivery of the Goods inspect the Goods. If, as a result of the inspection the Hirer is not satisfied as to the condition, quality, safety and road worthiness of the Goods or of there is any discrepancy between the description of the Goods and the Goods as delivered, the Hirer must immediately advise the Owner in writing of the details of the defect or discrepancy. If the defect or discrepancy is established to the Owners satisfaction the Owner will remedy the defect or discrepancy as soon as possible.
 - ii. Maintain the Goods in good and substantial repair and condition (fair wear and tear excepted) and return the Goods in good order, repair and in clean

condition and only use the Goods as they would be used by a careful and prudent owner.

- iii. Not use the Goods for any illegal purpose.
- iv. Use the Goods in accordance with all Laws and Government Regulations pertaining to the use of the Goods and in a proper manner.
- v. Report any damages to, or loss of the Goods to the Owner immediately when such damage or loss occurs.
- vi. Be liable for any breach of this Agreement committed to by the Hirers servants or agents; and
- vii. Indemnify the Owner of any loss (including legal costs incurred by the Owner in relation to any breach of the Agreement and for any liability arising out of any such breach.

7. INDEMNITY

- a. The hirer agrees to use, operate and possess the Goods at the Hirers risk.
- b. The Hirer agrees that the Owner will have no responsibility or liability for any losses or damage to the property of the Hirer.
- c. To the full extent permitted by the law, the Hirer releases, discharges and indemnifies the Owner from all claims and demands on the Owner arising out of or consequent upon the misuse of the Goods during the Hire Period.
- d. The Owner will suffer no claim from the Hirer for reimbursement of accommodation costs, loss of deposits or any extra sundry costs involved due to the failure of the Goods, either through accidental, mechanical breakdown or such event during the Hire Period.

8. LOSS, DAMAGE OR BREAKDOWN OF THE GOOS

- a. The Hirer will be responsible for any loss or damage to the Goods irrespective of how the loss or damage occurred (fair wear and tear excepted)
- b. If there is a breakdown or failure of the Goods then the hirer shall return the Goods to the Owner at 510 Settlement Road, Sunbury, Victoria 3429, at the Hirers expense and the Hirer shall not attempt to repair the Goods.
- c. If such breakdown or failure is caused by the Hirers negligence or misuse of the Goods and the Goods are thereby rendered incapable of being hired out by the Owner, then the Hire Period shall only end when the Goods have been repaired or replaced (and which costs shall be at the Hirers expense)

9. INSURANCE

- a. A basic excess of \$1000 is applicable to all hires where damage resulting from an accident (either multiple or single Camper Trailer) or theft occurs during the period of hire, whether insurance listed as a separate item or included within the standard hire rates. Where damage to the Goods is valued at \$1,000 or less, the Hirer is responsible for the cost of repairs, however should a third party be responsible for the damages caused to the Goods, whether by collision, accidental or malicious means and a claim proven against them leading to a compensation payment to the Owner, then such monies will be refunded to the Hirer up to the excess amount of \$1,000 less any legal costs incurred in the claim. The Hire Security Deposit monies already paid by the Hirer can be applied to the above clause, however should the damage be of a greater value than the Hire Security Deposit monies paid, the Owner

will collect from the Hirer the balance of payment up to the \$1,000 excess amount. Should any collection costs be incurred in payment of such monies to the Owner, and then the Hirer will become responsible for payment of such costs over and above what is owed from the Owner, from the proceeding clauses. In the event of theft of the Goods, the Owner is under no obligation to provide a replacement of Goods for the remainder of the Hire Period. In the event of accidental damage to the Goods and the Hirer leaves the Goods 'in situ' and does not return the Goods to the place of hire or repair, where the Hirer could have reasonably done so, then the expense of the return of Goods will be totally at the expense of the Hirer. If the Hirer can show proof that the Goods are covered by the Hirers current motor vehicle insurance policy for the Hire period then the above can be waived. Insurance will be invalid, and the Hirer required to pay full cost suffered if the insurance is invalidated for any reason, including but not limited to, breach of this Agreement, Hirers Drivers Licence invalid, Goods used outside manufacturers specification or Goods taken Off Road (excluding Off Road Trailers).

10. REPOSSESSION

- a. The Owner may retake possession of the Goods if the Hirer breaches any provision of this agreement.
- b. If repossession takes place, the Owner shall only charge the Hire Charge up to and including the time of repossession.

11. COMPLETION OF THE HIRE PERIOD

- a. Return of all Included Items as listed on the front of this form must be made; otherwise, the Hirer is responsible for the replacement cost of the same.
- b. The Hire Period is completed only when the Goods have been returned to 510 Settlement Road, Sunbury, Victoria in the same condition as when they were hired.
- c. The Goods must be returned on or by the 'return' date. A late fee of \$220+ GST per day will be charged if the Goods are not returned by the 'return' date, unless prior arrangements are made with the Owner in writing.
- d. If the Goods require cleaning after return to the Owner a soiling fee of \$200+ GST shall be payable.

12. TYRE DAMAGE

- a. Cost of tyre punctures throughout the Hire Period become the responsibility of the Hirer and will be charged at the normal repair rate should the Goods be returned with a punctured tyre.
- b. The cost of replacement tyres, should they be required due to shredding or blowout throughout the Hire Period is the responsibility of the Hirer. If the Hirer is required to purchase new rather than second hand tyres, upon return of the Goods, the Owner will negotiate with the Hirer a fair and reasonable amount of compensation to allow for wear and tear of pre-existing tyres. To facilitate this, receipts and old tyre casings are to be returned with the Goods, to the Owner.

13. CLEANING CHARGES

- i. Just Enjoy Camper Trailer Hire reserves the right to withhold from the bond a cleaning fee if the trailer or equipment is not returned in what Just Enjoy Camper Trailer Hire deems a suitably clean condition, this includes where

considered necessary treatment for apparent strong odours such as cigarette and tobacco smoke, fish etc

- ii. Marks on the canvas are to be wiped with a cloth and water only. (No cleaning chemicals are to be used on the canvas as this may damage the waterproofing of the canvas)
- iii. No abrasive cleaners or cloths/sponges are to be used on any surfaces.

14. GOVERNING LAW

- a. This Agreement and the hire of the Good are governed by the Laws of Victoria and any proceedings arising from this Agreement shall be brought only in Victoria.

I have read, understood & accepted the terms and conditions noted above of this hire agreement.

Signed by the hirer:

Date: