



TERMS AND CONDITIONS

1. DEFINITIONS

Agreement means the Rental Agreement and these Terms and Conditions of Hire.

Caravan shall mean Caravan supplied by Go Caravan Hire and includes all accessories, tools, tyres, other goods and extra hire items as agreed between the Hirer and Camplify and Go Caravan Hire to be included in the price.

Deposit means the deposit calculated pursuant to clause 3.

Designated Address means 186 Bunkers Hill School Rd Westbrook Qld 4350 & Beachmere Qld 4510.

Go Caravan Hire shall mean Go Caravan Hire ABN 63615419181, its successors and assigns or any person acting on behalf of the Business.

Hire means the Agreement between Camplify & **Go Caravan Hire** and the Hire for use of the Caravan on the number of calendar days from Hire Commencement date to Termination date.

Hire Commencement Date means 9am on the date agreed between the parties for the Caravan to be picked up by the Hirer.

Hire Term means the period commencing on the Hire Commencement Date and ending on the Termination Date.

Hirer means any person who contracts with Camplify & Go Caravan Hire to Hire the Caravan.

Late Fee means the fee of \$75.00 for each hour after 5:00pm on the Termination Date that the Caravan is not returned to the Designated Address by the Hirer. Should the Hirer fail to return the Caravan on Termination Date- a late Fee of \$400 per 24 hour period or part thereof, shall be charged, until the actual return of the Caravan.

Non Peak Season means the period that is not the peak season.

- a. Easter public holidays;
- b. Queensland Gazetted school holidays; and
- c. The period from 1 December until 31 January.

Price means the price payable for the Caravan as agreed between Camplify & Go Caravan Hire and the Hirer in accordance with clause 5 of this agreement.

Security Bond means a bond of \$1,000.00, which is fully refundable unless a Security Bond Charge Event occurs.

Security Bond Charge Event means costs incurred, or time spent, by Go Caravan Hire due to events such as:

- a. Damage to the Goods are deemed by Go Caravan Hire in its sole discretion to have been caused by the Hirer.
- b. Non-claimable, uninsurable events, repairs or replacements

caused by the Hirer throughout the Hire Term;

- c. Addition cleaning of the Caravan deemed by Camplify & Go Caravan Hire in its sole discretion to be required, including the emptying of any toilet canisters;
- d. Any failure to return the Caravan to the Designated Address;
- e. Any afterhours call outs; and
- f. Replacing items in the first aid kit.
- g. Administration fee to process a Statutory Declaration should a 'non-payment of toll fees' notice or traffic infringement notice is received by Go Caravan Hire in relation to the Hire.

Termination Date means 4:00pm on the date the Hire term expires.

2. HIRER REQUIREMENTS

Each Hirer must be over 25 years of age and under 75 years of age at the date of this agreement as per Camplify Terms & Conditions / Go Caravan Hire Terms & Conditions.

Only the person or persons named as hirer are permitted to drive the vehicle towing the hired item; Throughout the period of hire each hirer is to be the holder of a valid driver's licence (excluding a learners, provisional or restricted licence) which licence is recognised by authorities as enabling each hirer to drive the vehicle towing the item hired, with no previous driving convictions or have been refused insurance at any time;

At the time of signing the offer to hire each hirer must produce to the owner two (2) forms of identification documents – one of which is to include a photograph and current residential address with respect to each hirer. The owner is authorised to take and retain copies of the identification documents;

Prior to the commencement of hire the hirer must produce to the owner such documentation as is necessary to satisfy the owner that the hirer has comprehensive insurance for the towing vehicle, and that the towing vehicle has current registration. The owner is authorised to take a retain copies of the registration and insurance documents;

The Hirer agrees that only the towing vehicle noted above is the only permitted vehicle to be used for the towing of the caravan during the hire period. Please note the weight (tare and tow ball) weights of the caravan, and that these comply with the capabilities of the towing vehicle. Should the towing vehicle not have the capability to comply with these weights, the rental will be refused and full cancellation costs will apply.

The Hirer agrees the Caravan is the sole property of **Go Caravan**, and shall not sell, lend, or sublet or sub-lease any property of **Go Caravan Hire**.

The Hirer is required to follow the Caravan Instructions as shown by Camplify & **Go Caravan Hire**, and is required to demonstrate the correct procedures for setting up and putting down of the Caravan,

prior to leaving the Designated Address.

The Hirer warrants the information contained in the items schedule concerning the Hirer is true and correct.

3. DEPOSITS AND PAYMENT TERMS

A deposit as per Camplify Terms & Conditions is required at the time of booking, to ensure that the caravan is secured.

Where the Hire is booked within 7 days of the Hire Commencement Date- the full amount of the Hire is payable to secure the booking.

If a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a Hirer, as per Camplify Terms & Conditions.

The following credit or debit cards will be accepted: Visa Card; MasterCard and American Express. A non-refundable 1.4% administration fee will apply to all Visa and MasterCard transactions. Credit and debit card administration fees also apply to debited vehicle security deposits. Only the Hirer's credit card is accepted to use for the purpose of the vehicle Security Deposit / as per Camplify Terms & Conditions.

When payment is made by credit or debit card, The Hirer agrees that:

- a. **Camplify / Go Caravan Hire** is irrevocably authorised to complete any documentation and to take any other action to recover from the Hirer's credit or debit card issuer all amounts due by the Hirer pursuant to this Agreement, including , but not limited to , any amounts due in respect of damage to the Vehicle or to Property of a Third Party and all other additional charges as they are incurred including all parking and traffic infringements penalties, road toll fines and associated administration costs/ as per Camplify Terms & Conditions;
- b. The Hirer will not dispute his/her liability to **Go Caravan Hire** for any amount properly due under this Agreement and the Hirer shall indemnify and keep indemnified **Go Caravan Hire** against any loss incurred (including legal costs) by reason of notifying the Hirer's credit or debit card issuer of such dispute/ as per Camplify Terms & Conditions;
- c. In the event that **Go Caravan Hire** elect to accept payment of the Vehicle Security Deposit by holding a signed and authorised open debit or credit card voucher which is returned to the Hirer at the completion of the Rental period, the Hirer agrees that **Go Caravan Hire** is entitled to recover payment from the Hirer's credit or debit card issuer pursuant to paragraph (a) in respect to any amounts due which were not known at the time of return of the voucher/ as per Camplify Terms & Conditions; and
- d. **Go Caravan Hire** may process credit or debit card charges pertaining to the rental after the Hire period.

4. SECURITY BOND

A security Bond is \$1,000.00 is required to be paid prior to the pickup of the Caravan, and will be refundable in full within 5 business days of the Termination Date of the Hire – should there be on Security Bond Charge Events, as per Camplify Terms & Conditions.

In situations where the sum required to rectify the Security Bond Charge Event exceeds the bond held, Camplify / Go Caravan Hire reserves the right to claim from the Hirer any further sum required to rectify this amount, such amount is immediately due and payable.

5. REFUNDS AND CANCELLATIONS

If a booking travel date is amended within the Cancellation Fee Period to be outside of the cancellation fee period and is

subsequently cancelled, the cancellation fee for the original booking will apply. As per Camplify Terms & Conditions.

Camplify / Go Caravan Hire requires written information for any cancellation or charges to the relevant booking. If the Caravan that was to be hired is not available at the Hire Commencement Date for reasons outside Camplify / **Go Caravan Hire** control, Camplify / **Go Caravan Hire** will seek to provide a similar Caravan to the Hirer or if one is not available will refund any Deposit that has been paid and shall be under no further liability tot the Hirer.

6. HIRE DURATION

Hire days are calculated on a calendar day basis. When calculating the number of days the Caravan is hired, the day of pickup is counted as day one of the Hire, regardless of pickup time. The day of the Caravan's return is counted as the final day of the rental regardless of drop off time.

Minimum rental period is 3 days with the following exceptions; collection dates between 1 December and 31 January which have a minimum Hire requirement of 14 days, unless prior consent from Go Caravan Hire. Rentals over all school holiday periods have a minimum Hire requirement of 7 days. Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.

Late pick up or early return of the Vehicle does not entitle the customer to any refund of the unused portion of the rental.

7. CLEANING AND MAINTENANCE

It is the responsibility of the customer to return the vehicle in the same condition inside and out as the first day hire. **Go Caravan Hire** supplies adequate cleaning equipment to ensure the vans can be cleaned upon return. Any excessive cleaning needed from **Go Caravan Hire** will result in a cleaning fee taken from the security Bond at \$99.00, - plus Outback full clean \$250.00, full toilet cassette clean \$199.00.

Where applicable, the toilet cassette must be emptied prior to return and the fridge and stove cleaned. Failure to do so may result in a cleaning fee of \$199.00 being taken from the bond.

During a longer duration Hire period of more than 2 weeks it may be necessary to clean the front of the caravan from all bug and road grime with the hose and brush supplied. Do not use any cleaning products that can harm the outside of the vehicle. (Do not use gurney/pressure hose at any time)

Ensure all equipment is stowed in their correct manner with the covers supplied.

The customer is responsible for checking wheel nuts and tyre treads on a regular basis and wheel nuts should be tightened every 1000 kilometres.

8. ACCIDENT & DAMAGE

In the event of an accident the customer must obtain the registration number of the other vehicles, names and addresses, drivers' licence details, contact numbers of third parties and any witnesses. The Hirer must contact the police and fill in a full report and contact Camplify immediately. Do not move the vehicle if it is unsafe.

The Hirer must report to the Police any theft, accident or damage of any **Go Caravan Hire** property caused by a third party during the hire period, and contact Camplify immediately.

In the case of a breakdown, the liability is that of the Hirer and it is the Hirer's responsibility to ensure that the vehicle and its equipment are safe and secure – contact Camplify.

The Hirer shall not be liable for normal wear and tear, however will be liable for any damages caused including missing, lost or replaced items, all of which will be deducted from the bond.

In a case where the amount of damage or replacement cost exceeds the bond already held by Camplify / **Go Caravan Hire**, Hirer shall be responsible for paying any additional amounts which will be charged against the credit card number as supplied for the bond.

The Hirer agrees that Camplify / **Go Caravan Hire** shall not be responsible for the Hirer, or in any way liable for any costs, thefts, personal or property damages, or claims from the Hirer. Go Caravan Hire also recommends the Hirer take out their own travel insurance.

Do not leave awning out in wet and windy conditions whilst unattended as awnings and annexes are not covered by insurance and shall be the responsibility of the Hirer. All damage and costs during the hire period shall be covered by in the Hirer.

The Hirer is responsible for replacing punctured, blown or shredded tyres at their own expense and must replace with the same make and model (no re-tread). The Hirer is liable for replacement of specific spare wheel nut in the event of this loss or misplacement.

Please ensure that all cupboards and drawers are secure and that no items are left on the interior floor whilst travelling, as this may cause damage. If applicable make sure TV is secure with straps supplied or packed away safely.

9. CONDITION OF USE

Pickup and return of the caravan shall take place at the designated address, unless agreed to in writing prior to the hire by Camplify & **Go Caravan Hire**.

The Caravan must be towed, operated and used in a cautious and prudent manner in accordance with manufacturer's specifications and in conditions which are suitable for the towing of the hired item. Delivery & Pick up charges apply at \$2.50 per kilometre each way. Set up fee = \$150.00

The Caravan shall only be towed on sealed / bitumen roads.

The caravan must not be driven on roads designated unlawful or unsuitable for towing Caravans. Excluded roads include the Simpson Desert, Strzelecki track, Gun barrel Highway, Cape York, The Bungle Bungles, Oodnadatta Track, Birdsville Track, Tanami Track, The Plenty Highway, Gibb River Road, Burke Development Road from Chillagoe to Normanton, Savannah Way to Normanton to Borrooloola, Fraser Island, Finke Road (between Alice springs and Oodnadatta), Central Arnhem Road and Arnhem Land in general, Canning Stock Route, the old Gun barrel Highway, The lost city in Litchfield Park, The Telegraph section of the road to Cape York, Boggy Hole(Finke Gorge National Park) and the Old South Road from Maryvale to Finke at any time and any other roads or areas as notified by the owner on reasonable grounds.

The Caravan must not be driven on a beach, dirt roads or in fresh or salt water or below high water mark.

The towing vehicle must use the braking mechanisms supplied with the caravan.

The Towing vehicle must at all times when towing comply with towing capacity specifications and all regulations and laws relating to the driving of vehicles and towing including the compliance with drug and alcohol laws.

To comply with all laws relating to and ensure that all indicator brake reverse and other lighting are operational.

The Hirer must rectify any fault with respect to lighting and or brakes before continuing with any travel.

If the Caravan becomes unsafe it is not to be towed any further and the fault is to be immediately reported to Camplify.

The Hirer must not sublease or otherwise lend or part with possession of the caravan.

The Hirer must pay for all legal infringements and tolls incurred during the hire period and if required reimburse the owner for any expenditure paid by the owner in this regard.

The Hirer must keep the Caravan locked and secured at all times it is unattended. When unattended and unhitched the Hirer must connect a coupling lock which will be supplied by **Go Caravan Hire**.

No article is to be tied to or carried on the caravan.

Where applicable, no article is to be tied to or carried on the spare tyre.

No alterations are to be effected to the caravan and no items is to be removed from it.

The Hired item must be returned in the condition as at commencement of the hire and in a clean and tidy condition.

The Hirer must comply with any reasonable instructions issued by Camplify & Go Caravan Hire and with any notice or specification attached to the caravan.

No Smoking is allowed in the caravan.

No pets are allowed in the caravan.

No Gas or liquid fuel heaters are to be carried in or used in the caravan.

The Caravan must be cleaned only with fresh water and a cloth.

No detergents or cleaning agents, severe scrubbing or high pressure hoses are to be used on the caravan.

No Abrasive cleaners, abrasive cloths or abrasive sponges are to be used on any of the finishes to the caravan.

The Hirer must immediately report to the Police and the owner any accident involving the item hired, malicious damage caused to it or theft of it or any component of it.

The Hirer must immediately report to the owner any event involving damage or loss to the hired item or any part of it.

In the event of an accident involving another vehicle the Hirer must obtain the registration, make, model, colour of the other vehicle and name, address and driver's licence details of the other driver involved in the accident and the name and address of any witnesses and provide those details to the police and the owner.

The Hirer must not carry on or in the caravan any volatile liquids, gases, explosives or other corrosive, dangerous, combustible or inflammable material except with its design capacities.

The Hirer must not use the caravan for any illegal purposes.

The Hirer must not allow more than the maximum number of people as specified in the schedule to operate use or occupy the caravan.

The Hirer must ensure that any person occupying using or operating the caravan complies with all of the provisions of this clause.

It is the responsibility of the Hirer – Not to overload the hired vehicle and in the event that this occurs, it is the Hirer's own risk and liability.

10: LOSS & INDEMNITY

The Hirer shall indemnify and keep indemnified Camplify / **Go**

Caravan Hire from and against all claims, loss, damages and expenses whatsoever, incurred directly or indirectly by reason of any breach of this Agreement, negligence, malicious or tortious act or other wrongdoing by the hirer or a person occupying using or operating the caravan and without limiting the foregoing, the Hirer shall indemnify Camplify / **Go Caravan Hire** for Hire for:

- a. All damages to or loss of the caravan howsoever arising to the extent to which the same is not recoverable under any policy or insurance or on account of any act or omission or breach of this agreement by the hirer or any act or omission of a person operating using or occupying the caravan except to the extent caused or contributed by Camplify / **Go Caravan Hire**.
- 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, operation or towing of the caravan except to the extent caused or contributed by Camplify / **Go Caravan Hire**;
- c. The cost of rectifying all tyre damage not attributable to fair wear and tear;
- d. Overhead damage or under body damage to the caravan;
- e. Water damage to the caravan
- f. Replacing any accessory not attributable to fair wear and tear.
- g. Excess payable by the owner on its insurance.

If due to war, strikes, industrial action short of a strike, import or export embargo, lockouts, accidents, fire, blockade, flood, natural catastrophes or other obstacles over which that Party has no control, that Party fails to perform any of its obligations under this Agreement, That Party shall not be held responsible for any loss or damage which may be incurred as a result of such failure. Should the event of force majeure continue for longer than one month, the Party adversely affected shall have the option of termination this Agreement immediately without further liability other than such liabilities as have already accrued when the Agreement ends.

11: PERSONAL PROPERTY SECURITIES ACT 2009

In this clause if a term used in this clause has a particular meaning in the PPSA, it has the same meaning in this clause.

This clause applies to the extent that **Go Caravan Hire's** interest in any Caravan is a security interest.

The Caravan is as defined by this Agreement.

The Hirer acknowledges and agrees that Camplify & **Go Caravan Hire** may apply to register a security interest in the Goods at any time before or after pickup of the Caravan. The Hirer waives its right under section 157 of the PPSA to receive notice of any verification of the registration.

Camplify & Go Caravan Hire can apply amounts it receives from the Hirer towards amounts owing to it in such order as Camplify & **Go Caravan Hire** chooses.

If the Hirer defaults in the performance of any obligation owed to Camplify / **Go Caravan Hire** under this agreement or any other Agreement for Camplify / **Go Caravan Hire** to supply a caravan tot the Hirer, Camplify / **Go Caravan Hire** may enforce its security interest in any Caravan by exercising all or any of its rights under this Agreement or the PPSA. To the maximum extent permitted by Law, the Hirer and Camplify / **Go Caravan Hire** agree that the following provisions of the PPSA do not apply to the enforcement by Go Caravan Hire of its security interest in the Goods : Sections 95, 118, 120, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.

The Hirer and Camplify / **Go Caravan Hire** agree not to disclose information of the kind mentioned on s 275(1) of the PPSA, except in circumstances required by section 275(7) (b) to (e) of the PPSA.

The Hirer must promptly do anything required by Camplify / **Go Caravan Hire** to ensure that **Go Caravan Hire's** security interest if a perfected security interest and has priority over all other security interests in the caravan.

Nothing in this clause 11 is limited by any other provision of this Agreement or any other Agreement between the parties.

12: GENERAL

If any provision of this Agreement shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

This Agreement and any contract to which they apply shall be governed by the Laws of Queensland and are subject to the jurisdiction of the courts of Queensland. **Go Caravan Hire** shall be under no liability whatsoever to the Hirer for any indirect loss and /or expense (including loss of profit) suffered by the Hirer arising out of a breach by **Go Caravan Hire** of this Agreement.

The Hirer shall not be entitled to set off against or deduct from the price any sums owed or claimed to be owed to the Hirer by **Go Caravan Hire**.

The Hirer agrees that **Go Caravan Hire** may license or sub contract all or any part of its rights and obligations without the Hirer's consent.

The Hirer agrees that Camplify & **Go Caravan Hire** may review this Agreement at any time. If, following any such review, there is to be any change to this Agreement, then that change will take effect from the date on which **Go Caravan Hire** notifies the Hirer of such change.

Neither party shall be liable for any default due to any act of god, war, terrorism, strike, lock out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

The failure by **Go Caravan Hire** to enforce any provisions of this Agreement shall not be treated as a waiver of that provision, nor shall it affect **Go Caravan Hire's** right to subsequently enforce that provision.

Camplify / Go Caravan Hire may in addition to its other rights immediately terminate this Agreement for any breach by the Hirer of any provision expressly provided for in this Agreement or implied by Law.

In the event of termination of this Agreement-Camplify / **Go Caravan Hire** shall immediately be entitled to retake possession of the Caravan.

13: ENTIRE AGREEMENT

This Agreement , and any quote issued pursuant to this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any and all prior Agreements , understandings, promises and representations made by any of the parties concerning the subject matter of this Agreement.

No Amendment to this Agreement has any force unless it is in writing and signed by an authorised representative of Go Caravan Hire and the Hirer.

This Agreement shall not be construed as an Agreement between the parties to have any future Go Caravan Hire dealings.