

Hire Agreement, Terms & Conditions (SA)



1. Offer and Acceptance

The Hiree is to provide a signed copy of the completed Hire Agreement along with the deposit payment to Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) which forms acceptance of this Hire Agreement. By accepting this Hire Agreement the Hiree acknowledges full responsibility for the care, security and liability of the goods at all times during the period of Hire or whilst in your possession or property within your care or control.

- (a) You accept only approved drivers may be in charge of a towing vehicle.
- (b) You must provide us with current Drivers Licence details for all drivers and the registration numbers of every towing vehicle.
- (c) You must not lend or sub-hire to or licence any third party in relation to or otherwise part with possession, custody or control of the goods.
- (d) You acknowledge that 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.
- (e) We reserve the right to cancel this Agreement at any given time if our Terms of Payment are not strictly adhered to by you.
- (f) We reserve the right to refuse or to cancel the Hire to any persons whom we in our absolute and unfettered discretion deem unsuitable Hiree's, without being required to give specific reasons therefor.

2. Booking Confirmation

Bookings are only secured and confirmed upon receipt of the deposit payment to Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*).

3. Driver's Qualifications

The Hiree warrants that no person will tow the Caravan, Camper Trailer or Trailer unless that person:

- (a) is over the age of 25 years and under the age of 70;
- (b) is not under the influence of alcohol or a drug with an blood alcohol content exceeding the amount permitted by law in the jurisdiction in which the vehicle is operated;
- (c) 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.
- (d) holds a current and valid motor vehicle driver's licence authorising the person to drive the vehicle, issued by a transport authority of an Australian State or Territory.

4. Driver's Licence

The Hiree must produce on pick-up the driver's licences for all persons listed in the Hire Agreement who will be driving the vehicle. Should a foreign licence be in a language other than English, it must be accompanied by a current International Driving Permit, issued in the same country as the foreign licence was issued, or by an accredited English translation of that foreign licence. Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) has the sole discretion in determining whether a person with a foreign drivers licence will be permitted to drive/tow the vehicle.

5. 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 liabilities if loading capacities are breached. You will not be permitted to remove the Caravan or Camper Trailer from our premises if your towing vehicle is non-compliant and your booking will be treated as a 'No show' unless we have another Caravan or Camper Trailer which is suitable for your towing vehicle and is available for your hire period. If this occurs you may be charged any additional hire rates which apply to the secondary Caravan or Camper Trailer but no refund will be provided in any form.

6. Daily Hire Conditions

Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) calculates the hire of a vehicle on a per calendar day basis. When calculating the number of days the vehicle is rented the day of pick-up is counted as the first day of the rental and the day of drop-off is counted as the final rental day.

7. Payments

The Hiree is liable for the following payments:

- (a) Deposit of the Rental which is 25% of total hire if the booking is placed more than 14 days prior to collection. Your deposit confirms and secures your booking for the period of hire and is only refundable according to our conditions in clause 12.
- (b) Balance of Rental Charge which is due 14 days prior to pick up unless otherwise agreed by us in writing.
- (c) Security deposit bond which is due 14 days prior to pick up.
- (d) All costs incurred by the Hiree during the hire period in respect of parking or any other traffic violations fines whenever Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) becomes aware of such violations.
- (e) Insurance Excess in the event of damage
- (f) All costs associated with loss of, or damage to the recreational vehicle (including loss of use) cost of the vehicle, legal expenses, towing and recovery charges where:
 - (i) The vehicle is totally or partially immersed in water (regardless of the cause). Within seven days of receipt of repair quotation from a reputable firm.
 - (ii) The interior of the vehicle is damaged (regardless of the cause). Within seven days of receipt of repair quotation from a reputable firm.
 - (iii) The vehicle is damaged by driving it under or into an object lower than the height of the vehicle. Within seven days of receipt of repair quotation from a reputable firm.

All payments for deposits, bond and final payment can be made via EFT to BSB: 065-165, ACC: 1039 9098 or online via credit card payment using the link provided on your invoice.

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8. Security Bond

A Security Bond is required for each Caravan Hire Agreement which is due 14 days prior to pick up. The Security Bond will be refunded to you within 7 days of the goods being returned and is subject to the goods being returned on time and fully intact and undamaged. Security Bond amounts vary depending on driver age and the location of travel as follows:

\$1000 for all drivers over 25 years of age

\$2500 for all driver under 25 years of age

\$500 additional Security Bond for all Hire Agreements where driving on unsealed roads has been approved.

9. Vehicle Pick up and Drop off

Vehicle pick-up and drop-off times will be agreed upon time once your booking is confirmed. Vehicles must be picked up and dropped off as agreed. Vehicles returned late will be charged a full day rental penalty unless prior arrangement has been made.

10. Early Drop Off

There will be no refund for early termination of a Hire Agreement. If a vehicle is left at any place other than the drop off location, pick-up fees will be charged \$75.00 per hour for the retrieval of the vehicle. There is no refund available for the unused portion of the rental should the vehicle be returned earlier than the time agreed.

11. Rental Time Extensions

Rental time extensions or drop-off location changes are at the discretion of Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) and rely entirely on future demand and availability. Any request for an extension MUST be communicated as soon as practicable and possible and must be approved.

12. Cancellations

Cancellation fees apply as follows:

- (a) If cancelled over 30 days prior to pick-up date: 25% of the full rental charges.
- (b) If cancelled within 14-29 days of pick-up date: 50% of the full rental charges.
- (c) If cancelled 8-13 days prior to pick-up date: 75% of full rental charges.
- (d) If cancelled on the day of pick-up or no show: No refund available.

13. Cleaning

The Caravan or Camper Trailer must be cleaned inside and out prior to being returned, this includes emptying and rinsing the toilet cartridge where fitted. If failing to provide the goods back to us in a clean & hygienic manner we will deduct from the Security Bond the following;

- (a) \$200 upon failure to clean the toilet box.
- (b) \$25 upon failure to clean portable BBQ if provided.
- (c) \$50 upon failure to clean the shower/toilet.
- (d) \$75 upon failure to clean the exterior from mud, dust & dirt.
- (e) \$150 upon failure to clean interior.
- (f) \$300 cleaning fee applies to caravan or camper interior affected by smoke, including camp fire smoke.

14. Unauthorised and Prohibited Use

The following persons must not drive or tow the Vehicle:

- (a) Any person who is not identified on the Rental Agreement.
- (b) Any person whose blood alcohol concentration exceeds the lawful percentage.
- (c) Any person who is unlicensed or whose driver's licence has been cancelled, suspended or disqualified.
- (d) Any person who is under the influence of legal or illicit drugs.
- (e) Any person who holds a Learner's Permit, Provisional or a Probationary driver's licence.

All insurance cover will be void if any of the above terms are breached.

15. Halleday Caravan Hire Pty Ltd's (*trading as Outback Caravan Hire SA*) Liability

Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) will not be liable to the Hiree for any loss, damage or inconvenience caused by delayed delivery of the vehicle, or by the vehicle not being as described in any advertisement, or by the vehicle not being suitable for the Hiree's purposes. Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) will not be liable for any loss or inconvenience from change in drop-off location caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, etc, nor for any personal injury or damage to The Hiree's property caused thereby.

16. Representations and Warranties

The Hiree acknowledges that:

- (a) no representation warranty condition or description either express or implied is or has been made or given by Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) as to the quality fitness safety or otherwise of the vehicle and that all warranties and conditions whether express or implied are excluded except such conditions and warranties as are implied into this Agreement by the Trade Practices Act 1974.
- (b) they will use the Caravan or Camper Trailer only as a holiday home for no more people than the maximum occupancy stated in the Hire Agreement and will not operate a business from the vehicle or use it for any improper, immoral or illegal purpose;
- (c) they are required to exercise due care when using the Caravan or Camper Trailer and are required to use the Caravan or Camper Trailer in accordance with the manufacturer's instructions, or other instructions provided by Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*);
- (d) whenever the Caravan or Camper Trailer is left unattended, the Hiree will fasten all locks to all doors and windows and activate any fitted/supplied security devices, to minimise and/or prevent unauthorised access to, or theft of the Caravan or Camper Trailer.
- (e) having inspected the vehicle before signing this Agreement and agrees that it is roadworthy, clean and in good condition. The Hiree agrees to return the vehicle to Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) in the same condition except for normal wear and tear.

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17. Condition Reports & Inspection

At pick-up of the Caravan, Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) will carry out an inspection of the Caravan or Camper Trailer and document same in the Condition Report whilst in the presence of the Hiree. The Hiree shall approve, or otherwise, the Condition Report. Upon approval of the Condition Report by the Hiree both parties will sign it, after which Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) will provide a signed duplicate copy thereof, at the Hiree's request.

If the parties cannot agree on the Condition Report, or if the Hiree does not accept the Condition Report, then the rental of the Caravan or Camper Trailer will not proceed and this Hire Agreement, if commenced, will immediately be terminated.

On drop-off, Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*):

- (a) Inspect the interior and exterior of the Caravan or Camper Trailer and compare its condition to that contained in the Condition Report agreed between the parties at the Hire commencement date;
- (b) inspect the inventory to ensure that all items are accounted for and in good repair;

If the condition of the Caravan or Camper Trailer is not in accordance with the Condition Report, or some of the items on the inventory are missing or damaged, Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) may deduct from the Security Deposit an amount estimated to restore the Caravan (or Camper Trailer) and/or the inventory to its pre-hire commencement date condition.

18. Ownership of Vehicle

The vehicle shall remain the property of Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) and the Hiree shall not sell or otherwise part with possession of the vehicle.

19. Insurance and Excess Liability

Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) will maintain insurances against any risk relating to the Caravan or Camper Trailer. The Hiree acknowledges that Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) will not insure anything owned by the Hiree.

All Caravans and Camper Trailers have an insurance excess in the event of damage of which the Hiree is responsible for the payment of this excess in respect of those damages, howsoever caused. The insurance excess amount is equal to the Security Bond schedule at clause 8.

The Hiree will not:

- (a) commit any act, nor allow anyone else to commit any act, that could adversely affect Halleday Caravan Hire Pty Ltd's (*trading as Outback Caravan Hire SA*) Insurance of the Caravan or Camper Trailer;
- (b) settle or compromise a claim without Halleday Caravan Hire Pty Ltd's (*trading as Outback Caravan Hire SA*) written consent, irrespective of which party makes such a claim.

If the Hiree does anything that prejudices Halleday Caravan Hire Pty Ltd's (*trading as Outback Caravan Hire SA*) Insurance, The Hiree will be liable to Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) for any resulting loss.

20. Valuables

Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) assumes no liability for valuables left in or stolen from the vehicle and insurance on personal property is the Hiree's responsibility.

21. Transfers

Transfers to and from Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) are not included in the rental price. It is the responsibility of the Hiree to arrange transport to and from the Pick Up/Drop Off locations unless otherwise agreed in writing.

22. Default and Consequences of Default

A Default event occurs under this Hire Agreement if:

- (a) the Hiree fails to make any payment due under the terms of this Hire Agreement for a period of 2 days from the due date thereof;
- (a) the Hiree fails to remedy a breach of this Hire Agreement within 2 days of receiving a written notice from Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) outlining the said breach;
- (c) the Hiree has provided false and/or misleading information/documentation pertaining to this Hire Agreement;
- (d) the Hiree fails to drop-off the Caravan or Camper Trailer to Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) on the rental termination date (subject to clauses 9 and 11);
- (e) the Hiree becomes bankrupt or insolvent, is unable to pay its debts when they are due and payable or the Hiree has an administrator, official manager, receiver or liquidator appointed over it, or its assets.
- (f) Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) may, in its absolute discretion, terminate this Hire Agreement upon the occurrence of a Default event by giving a written notice (inclusive of electronic means) thereof to the Hiree.
- (g) Upon receipt of a written notice of termination under clause 22, the Hiree must immediately drop-off the Caravan or Camper Trailer to Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) and pay:
 - (i) all outstanding Rental Payments;
 - (ii) the Early Termination Payment calculated as at the drop-off date; and
 - (iii) any other amounts payable by the Hiree under this Hire Agreement.
- (h) Upon a Default event Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) may, at its absolute discretion, and without giving notice to Hiree, remove the Caravan or Camper Trailer and may if necessary enter upon the private property of the Hiree, or any other person, for that purpose.
- (i) Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) will not be liable to the Hiree for any loss or damage the Hiree suffers because Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) exercised its rights under this clause.

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23. Termination

The Hire Agreement may be terminated by Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) at any time if, in its absolute discretion, it considers that the Hiree is a credit risk, the Hiree is in breach of the Hire Agreement or in any event on the provision of 7 days notice in writing by Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) to the Hiree.

24. Indemnity

The Hiree shall indemnify and keep indemnified Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) from and against all claims, loss, damages and expenses whatsoever, incurred directly or indirectly by reason of any breach of the Agreement, negligence, tortious act or other wrongdoing by the Hiree and without limiting the foregoing, the Hiree shall indemnify Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) specifically for:

- (a) all damage to or loss of the vehicle arising to the extent to which the same is not recoverable under any policy or insurance;
- (b) injury to or death of any person and damage to any property and all claims damages losses and expenses arising from or incidental to the possession use or operation of the vehicle;
- (c) the cost of rectifying all tyre damage not attributable to normal wear and tear;
- (d) the costs of rectification of all undercarriage damage;
- (e) the cost of repairing all body damage unless such damage can be attributed to a specific accident on a public road;
- (f) the costs of returning the vehicle to Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) should the vehicle breakdown or be damaged or need towing (regardless of the cause);
- (g) the costs of rectification of damages to suspension, chassis, axles, wheels or other damages caused by abnormal use, misuse or abuse of the vehicle
- (h) the costs of replacing any missing equipment.
- (i) any action, claim, proceeding or demand instituted or made against Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) by a third party which arises directly or indirectly out of any conduct by the Hiree in its use and/or possession of the Caravan or Camper Trailer;
- (j) any loss or damage the Hiree suffers because Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) exercised any of its rights following a default event;
- (k) Halleday Caravan Hire Pty Ltd's (*trading as Outback Caravan Hire SA*) costs and disbursements incurred as a consequence of it exercising its rights following a default event.

25. General

- (a) Entire Agreement
The Hire Agreement is the entire agreement between Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) and the Hiree in respect of its subject matter and all conditions, warranties and terms implied by custom, general law or statute that are not expressly set out in the Hire Agreement are excluded to the maximum extent permitted by law.
- (b) Assignment
Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) may assign any of its rights or obligations under the Hire Agreement to any third party at any time without notice to the Hiree. The Hiree may not assign any of its obligations under the Hire Agreement without the prior written consent of Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*).
- (c) No Assignment
The Hiree may not assign, transfer, encumber or otherwise deal with its rights pursuant to this Hire Agreement either at law or in equity without the prior written consent of Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) in its absolute discretion.

26. Force Majeure

If for any reason beyond the control of Halleday Caravan Hire Pty Ltd, trading as Outback Caravan Hire SA (including without limitation as a result of fire, flood, blackout, industrial action, theft, sabotage or equipment breakdown) occurring:

- (a) At any time prior to collection of the recreational vehicle or
- (b) During the period of hire for a minimum of three days

Therefore preventing Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) from completing their obligations under this Hire Agreement, Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) shall be entitled to delay the performance of the Hire Agreement or terminate the Hire Agreement by mutual agreement with the Hiree or in the absence of such mutual agreement within a reasonable period of time, at their sole discretion and the Hiree shall not make any claim for loss or damages respect of such delay or termination. In the event of these circumstances arising any refund of payments to the Hiree shall be on the following basis:

1. Prior to collection of the vehicle:
In accordance with provisions of Clause 12 except where the event giving rise to the application of this Clause 26 is not due to Hiree's default then:
 - (i) Deposit paid
 - (ii) Balance of Security Bond (if paid)
2. During period of hire: Balance of rental remaining after termination plus Security Bond, less any claims by Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) pursuant of this Agreement including reasonable cost of returning the vehicle to the pickup location.

27. Waiver

No waiver of any right under the Hire Agreement or delay in enforcement or any other indulgence shall affect the rights of a party under the Hire Agreement and all the rights and powers of that party will remain in full force and effect notwithstanding any such waiver, delay or other indulgence.

28. No Amendment

The Agreement shall not be varied except by a document in writing signed by the parties.

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29. Restrictions on Operation

All Caravans and Camper Trailers are restricted to operate only on named roads which DO NOT consist of corrugations or water crossings. Unsealed roads are only permitted if approved by Halleday Caravan Hire Pty Ltd (*trading as Outback Caravan Hire SA*) at the time of booking and are on the condition that your speed does not exceed 75 kilometres per hour. Tyre pressures must be adjusted to suit the road conditions and Hiree's must always drive at a safe and suitable speed according to the road conditions and follow all applicable speed and warning signs. Use on unnamed 4WD specific tracks, areas or parks is not permitted.

Insurance does not cover driver neglect, recklessness misuse or other such conduct which may result in undercarriage, or otherwise damage, caused by rocks and stones, which can occur while driving on any such unsealed roads.

30. Damage

In an event that results in damage to our goods during the hire period, we will retain part or the entire security bond for repair, replacement or for use to pay insurance excesses. You accept the responsibility for any damage caused to the Tyres or Rims of any Caravan or Camper Trailer (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 anyway. Storing hard items inside the Caravan or Camper Trailer on any surface bed or floor is strictly prohibited including but not limited to suitcase, camping chairs, BBQ, gas bottle, esky or portable fridges, where this is likely to cause damage to any floor covering, finish or furniture. It is also prohibited to carry or transport any flammable items within the Caravan or Camper Trailer.

Any goods supplied with the Caravan or Camper Trailer on collection which is 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.

31. Accidents

You agree and acknowledge that:

- (a) In the event of an accident involving the goods, you must notify us immediately;
- (b) 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;
- (c) the above details will be forwarded to us as soon as practicable;
- (d) you must make a report to Police regarding any accident involving the goods or malicious damage caused to or theft of the goods (for 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.

32. Breakdown

You must inform us of a breakdown involving the mechanical or electrical 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.

33. Smoking

You agree and acknowledge that there is a strict no smoking policy to be adhered to by you and your guests within the Caravan or Camper Trailer. Any goods deemed by us to have been smoked affected, stained or contaminated will result in your forfeiting the entire Security Bond as liquidated damages for the cost of reinstatement of the goods by us to a proper and hireable condition.

34. Pets

No pets are permitted in our caravans or camper trailers under any circumstances unless agreed in writing by us. We will render this Hire Agreement void if you permit unauthorised pets or any animals into our Caravans or Camper Trailers and you will thereupon forfeit and you hereby authorise the security deposit to be retained by us as liquidated damages in respect of your breach of this term of this Hire Agreement.

35. Acknowledgment and acceptance of this agreement

Hiree Signature: _____ Name: _____ Date : _____