

Carry On Camping ABN 76 177 042 892

Terms and Conditions

("Terms")

The Hirer acknowledges that it has read, understood, accepted and approved these Terms.

1. Definitions & Interpretation

1.1 Definitions

The following definitions will apply for the purpose of these Terms:

Damage Waiver refers to the damage waiver in clause 7.1.

Damage Waiver Excess means an amount of \$1000.00.

Deposit means 25 percent of the total Hire Charge, which amount is payable by the Hirer at the time of the booking confirmation.

Hirer means the hirer as stated in the Hire Form.

Hire Charge means the charge as specified in the Hire Form payable by the Hirer.

Hire Date means the date when the Hirer takes possession of the Vehicle.

Hire Form refers to the document which the Owner may require the Hirer to sign including particulars of the Vehicle and additional equipment, the Hire Period and the Hire Charge, and such other information the Owner may decide to require.

Hire Period means from the Hire Date until the end of the period shown on the Hire Form.

Loss means any loss (including but not limited to direct loss, indirect loss, consequential loss, loss of anticipated profits and/or loss of business opportunity), liability, damage (including but not limited to any damages or compensation and/or any damage to reputation), cost or expense (including legal costs on a full indemnity basis) of whatever kind and however it arises.

Owner is the partnership of C.N Butterworth and H.L Butterworth, trading as Carry On Camping ABN 76 177 042 892.

Parties refers to the Hirer and the Owner.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSR means the Personal Property Securities Register.

Security Bond means an amount of:

(a) \$1,000.00 AUD for a Hirer who is an Australian Resident; or

(b) \$1,650.00 AUD for a Hirer who is an international visitor,

payable by the Hirer in addition to the Deposit, prior to the Owner releasing the Vehicle to the Hirer.

Terms means these terms and conditions as amended from time to time, the Hire Form and the declaration provided by the Hirer.

Vehicle means any vehicle (caravan and or camper) rented by the Owner to the Hirer, and all equipment, accessories or components parts installed in or attached to the vehicle.

1.2 Interpretation

(a) In these Terms words in the singular includes the plural and vice versa, and reference to any gender includes the other gender or genders, and where applicable reference to a person includes a body corporate.

(b) Any agreement or covenants by two or more persons bind such persons jointly and severally.

(c) Any agreement or covenant by a person deemed to be an agreement or covenant by such person his or her executor's administrator's assign and successors in title.

(d) An agreement or covenant by a company is deemed to be an agreement or covenant by such company its assigns and successors in such title.

(e) These Terms shall be binding upon each party that has executed it notwithstanding the failure of any other

2. Agreement

The Owner will allow the Hirer to take and use the Vehicle for the Hire Period, subject to the terms and conditions set out in these Terms.

3. Hires Charges and Costs

3.1 Fees

The Hirer shall be liable for the payment of the:

(a) Deposit;

(b) Security Bond; and

(c) Hire Charge,

(Total Hire Charge) for the Hire Period.

3.2 Payment

The Hirer may pay the Total Hire Charge beforehand by electronic funds transfer deposited directly to the Owner's nominated account, provided clear funds are received by the Owner before, or on, the Hire Date. The Owner will accept cash for the Total Hire Charge or balance thereof, on the Hire Date.

3.3 Deposit

The Hirer acknowledges and agrees that if the Hirer cancels the booking, cancellation fees will apply as follows:

- (a) If the Hirer cancels more than 6 months before the agreed date of collection of the Vehicle, the Deposit will be fully refundable.
- (b) If the Hirer cancels less than 6 months before the agreed date of collection of the Vehicle, the Deposit will not be refundable.

3.4 Security Bond

- (a) The Hirer acknowledges and agrees that the Owner may apply the Security Bond towards any outstanding and or additional costs required to be paid by the Hirer to the Owner, in accordance with these Terms.
- (b) Provided the Hirer complies with these Terms, the Security Bond will be refunded to the Hirer via electronic transfer, within 7 business days from the date that the Vehicle is returned to the Owner.

3.5 Other fees and reimbursements

- (a) Administration costs
If a relevant incident is not reported to Police by a Hirer, and the Owner is required to attend a Police Station to report that incident, the Hirer shall be liable to pay to the Owner a fee of \$100.00, to undertake reporting, with such being deducted from the Security Bond (where necessary).
- (b) Cleaning fees
If extra cleaning is required after the Vehicle is returned by the Hirer, the cost will be deducted from the Security Bond.
- (c) Broken or faulty equipment
Any items found to be broken or faulty (such as light bulbs or plates) can be replaced by the Hirer during the Hire Period. The Owner may reimburse the Hirer up to \$50.00, subject to the Owner's discretion and upon providing the Owner with an appropriate purchase tax receipt produced by the Hirer.
- (d) Speeding fines or parking tickets
The Hirer shall be liable for all speeding fines and or parking tickets associated with the use of the Vehicle.

4. Hirer's Use of the Vehicle

4.1 Hirer's obligations

The Hirer **must**:

- (a) only operate the Vehicle strictly in accordance with the law, safely, and only for its intended use, and in accordance with any manufacturer's instructions whether supplied by the Owner or posted on the Vehicle;
- (b) ensure that any person collecting or taking delivery of the Vehicle on behalf of the Hirer is authorised by the Hirer to do so and the Hirer will not allege that any such person is not authorised;
- (c) immediately report and provide full details to the Owner of any accident or damage to the Vehicle and all equipment on hire of the accident or damage occurring, including where necessary, reporting to the matter to the Police and obtaining a Police report, and or obtaining all particulars of any other vehicle, driver or malicious damage or theft for the report;
- (d) only allow the use a legally road-worthy, registered and fully insured vehicle to tow the Vehicle;
- (e) ensure that goods which are stored in the Vehicle be secured to prevent damage to interior surfaces, fittings or flooring of the Vehicle;
- (f) indemnify the Owner for all injury and/or damage caused or contributed to by the Hirer to persons and property in relation to the Vehicle and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Vehicle.

4.2 Restricted Use

The Hirer **must not**:

- (a) tamper with, damage or repair the Vehicle or any equipment on hire;
- (b) lose or part with possession of the Vehicle or any equipment on hire;
- (c) exceed the recommended or legal load and capacity limits of the Vehicle;
- (d) exceed the recommended or legal speed limit for the Vehicle;
- (e) permit or allow to permit any cigarette, pipe or cigar smoking inside the Vehicle;
- (f) permit or allow to permit any pets or animals inside the Vehicle;
- (g) permit or allow to permit use of the Vehicle to be towed on any unsealed road (being a road not sealed with a hard material such as tar, bitumen, or concrete), or off road (including, but not limited to, fire trails, beaches, sand, tracks, fields, or paddocks), with the exception of a maximum of two (2) kilometres in length to a recognised commercial camp ground;
- (h) lease, hire, bail, or give possession ("sub-hire") of the Vehicle to anyone else unless the Owner (in its absolute discretion) first consents in writing;
- (i) mortgage, pledge, sell, charge, encumber, grant any lien, license or other encumbrance over, or otherwise dispose of or deal with, or permit or suffer any lien or other encumbrance to exist or be created over the Vehicle or any part of the Vehicle or any of the rights of the Hirer under these Terms during the term of this agreement.

5. Extension of Hire Period, and early return

5.1 Extension of Hire Period

- (a) If the Hirer seeks to extend the Hire Period during the Hire Period, the Hirer must immediately contact the Owner, and the Owner will make reasonable to efforts to accommodate the Hirer's request, subject to the availability of the Vehicle.
- (b) The Hirer agrees that the Hire Charge will continue to apply during the extension of the Hire Period, and the Hirer acknowledges and agrees that the Owner will debit such Hire Charges from the amount of Security Bond until the Vehicle is returned, unless otherwise agreed by the Owner in writing.

5.2 Early Return

The Hirer acknowledges and agrees that the Hire Charge is payable irrespective of early return of the Vehicle, and that no refund shall be given, unless otherwise agreed to by the Owner in writing.

6. Return of Vehicle

6.1 Return

The Hirer must return the Vehicle to the location that the Vehicle was hired, in a clean condition and in good repair; with the fridge emptied, cleaned and defrosted, to the Owner by the expiration of the agreed Hire Period, or any extension thereof.

6.2 Failure to return

If the Hirer fails to return the Vehicle at the expiration of the Hire Period, the Hirer shall be liable to pay a fee of \$200 per day until such time as the Vehicle is returned to the Owner (**the Late Fee**). The Hirer's acknowledges and agrees that the Owner will debit the Hirer's Late Fee from the amount of Security Bond until the Vehicle is returned.

7. Damage, waiver and liability

7.1 Damage Waiver

- (a) Damage Waiver is not insurance, but is an agreement by the Owner that the Hirer's liability for damage to the Vehicle can be limited in some circumstances only, to an amount called the Damage Waiver Excess.
- (b) Damage Waiver applies to all hires, subject to the conditions below, for no additional fee. The Owner agrees that upon prompt submission of a written Police Report, to waive its rights to claim for loss and damage to the Vehicle caused by fire, storm, collision, accident, theft or burglary, providing adequate precautions have been taken to safeguard the Vehicle and the loss and damage was not incurred due to the negligence by the Hirer. Such waiving of rights is subject to payment of the Hirer of the Damage Waiver Excess.

7.2 Liability and Uninsurable Events

The Hirer acknowledges that the following events are considered by the Owner as uninsurable events, and the **Damage Waiver does not apply and will not limit the**

Hirer's liability:

- (a) Damage caused to the Vehicle whilst being driven and or towed on unsealed roads;
- (b) Damage caused to the Vehicle where the operator is affected by drugs and/or alcohol, and or where the operator is not suitably licensed;
- (c) Incidents not reported to Police, as required by law;
- (d) Use of non-roadworthy tow vehicle;
- (e) Damage caused by trees;
- (f) Overhead damage;
- (g) Underbody damage;
- (h) Malicious, wilful or negligent damage caused by the Hirer;
- (i) Theft or loss where the Hirer has failed to keep the Vehicle or equipment on hire secure or locked;
- (j) Damage caused by an unknown third party;
- (k) Damage to the retractable awnings;
- (l) Damage caused to the Vehicle or equipment on hire for whatever reason, where the Hirer is unable to provide or establish otherwise to the reasonable satisfaction of the Owner,
- (m) Damage to tyres.

(Uninsurable Events).

In the event that an Uninsurable Event occurs, the Hirer acknowledges and agrees that it shall be liable for all Loss suffered by the Owner as a result of the Uninsurable Event.

8. Indemnity

The Hirer agrees to indemnify the Owner to the maximum extent permitted by law from and against any and all claims, demands, actions, liabilities, Losses incurred by the Owner as a result of the failure of the Hirer to perform its obligations under these Terms or loss and damage to any personal property that is connected with the hire of the Vehicle under these Terms. This does not include the loss and damage caused by the negligence or wilful default of the Owner.

9. Retention of Title

As between the Owner and the Hirer, the Vehicle remains the exclusive property of the Owner and the must not be put at the disposal of any third party. The Owner expressly warrants and covenants that it is and will remain entitled to possession of the Vehicle and every part thereof as the owner, head-lessor or otherwise, and has the power to enter into these Terms with the Hirer. Nothing contained in these Terms renders on the Hirer any right or property or interest in the Vehicle other than as a hirer.

10. PPS Law

For the purpose of this clause and other relevant clauses in this agreement "PPSA" means the Personal Property Securities Act 2009 and the expressions "PPSR", "accession", "collateral", "financial statement", "financing change statement", "security agreement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of the PPSA.

- (a) The retention of the title arrangement in clause 9 constitutes the grant of a purchase money security interest by the Hirer in favour of the Owner in respect of all present and after acquired goods supplied to the Hirer by the Owner.
- (b) If requested by the Owner the Hirer must immediately sign any documents, provide all necessary information and do anything else required by the Owner to ensure that the Owner's purchase money security interest or any other security interest created in favour of the Owner is a perfected security interest.
- (c) The Hirer must not enter into any security agreement that permits any other person to have or to register any security interest in respect of the goods supplied or any proceeds from the sale of the goods or grant any other security interest in favour of any party until the Owner has perfected its purchase money security interest and other security interests created under this agreement.
- (d) The Hirer must not do or permit anything to be done that may result in the purchase money security interest or any other security interest granted to the Owner ranking in priority behind any other security interest.
- (e) To the fullest extent permitted by the PPSA the Hirer agrees to contract out of the application of the provisions listed in sections 115(1) and 115(7) and the sections listed therein shall not apply.
- (f) The Hirer hereby waives any rights the Hirer may otherwise have to:

- (i) receive any notices or statements the Hirer would otherwise be entitled to receive under sections of the PPSA including for the avoidance of any doubt the sections referred to in sections 115(1) and 115(7) of the PPSA;
 - (ii) apply to a Court for an order concerning the removal of an accession under section 97 of the PPSA;
 - (iii) object to a proposal of the Hirer to purchase or retain any collateral under sections 130 and 135 of the PPSA; and
 - (iv) receive a copy of a verification statement confirming registration of a financial statement, or a financing change statement, relating to any security interest created under this document.
- (g) The Hirer grant a security interest in all of their present and after acquired property in all of their present and future rights, title, estate, and interest, whether legal and equitable, in relation to any personal property, in favour of the Owner to secure the performance of their liabilities and obligations hereunder or on any account whatsoever.
- (h) To assure performance of its obligations under these Terms, the Hirer hereby gives the Owner an irrevocable power of attorney to do anything the Owner considers the Hirer should do under this agreement. The Owner may recover from Hirer the cost of doing anything under this clause 10, including registration fees.

11. Termination

- (a) The Owner may terminate these Terms, for any reason whatsoever, and at any time by providing reasonable notice to the Hirer and the Hirer will be required to return the Vehicle to the Owner immediately.
- (b) The obligations of the Hirer and the rights of the Owner under these Terms remain intact until the Vehicle has been returned to Owner and the Hirer has complied with its obligations in accordance with these Terms.

12. Disputes

- (a) The Hirer must immediately check all charges associated with the hire, and any disputes in relation to those Hire Charges must be communicated to the Owner in writing within 30 days of the Hire Date. In the event that no communication is received from the Hirer within that 30 day period, the hire charges incurred are deemed to be accepted by the Hirer.
- (b) If a dispute arises relating to these Terms, the hiring or the use of the Vehicle (except in regard to payments due by the Hirer to the Owner), the parties agree to negotiate to settle the dispute with the assistance of the Hire and Rental Association of Australia before litigation.

13. Privacy

The Owner will comply with the Australian Privacy Principles in dealing with Hirers. A copy of the Owner's Privacy Statement is available upon request.

14. Governing Law

These Terms are governed and construed in accordance with the laws of the State of Western Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

Carry On Camping ABN 76 177 042 892

Hire Form

(This form is to be completed at the time of booking)

Hirer's Details	
Hirer's Full Name:	
Hirer's Address:	
Hirer's Telephone:	
Hirer's Email:	
Hirer's DOB:	
Residency Status:	International Resident / Australian Resident <i>(Please see below for further criteria required for your request for hire.)</i>
Hirer's Driver's Licence:	
Details of intended use of the Caravan/Camper Trailer:	<i>(Brief description of journey and Caravan/Camper Trailer parks where you might be staying. Powered/unpowered. Vans MUST NOT be taken off-road)</i>
Requested Hire Date and Hire Period:	
Towing vehicle make and model:	
Towing capacity and tow ball weight of vehicle:	
Reg. No:	
Do you require a portable electric brake system?	YES / NO <i>(This is required by law if your vehicle is not fitted with an electric brake controller)</i>
What type of trailer connector is fitted to your vehicle? (i.e. 7 pin flat, 7 pin round, male/female)	

I,.....[full name of Hirer]

have read, understand and agree to the Terms attached to the Hire Form.

International Visitors

The following criteria apply to international tourists/visitors.

- All hire costs to be paid 21 days in advance of collection.
- A \$1,650.00 security bond is required before you collect the Caravan/Camper Trailer.
- Proof of a return airline tickets to and from Australia must be supplied at the time of collection.
- We require a copy of the Hirer's driving license and passport.

Driver Qualifications

- The Hirer and/or driver must be over the age of 25 years and hold a current full, unrestricted driver's license issued in Australia or valid International Drivers Licence, or endorsement.
- The Hirer and/or driver must hold full comprehensive insurance cover for their own towing vehicle.
- The Hirer and/or driver must ensure the towing vehicle is registered according to State laws.
- The Hirer and/or driver agrees not to tow the Caravan/Camper Trailer whilst under the influence of alcohol or drugs.
- The Hirer and/or driver must obey all State and National road laws. The driver shall be accountable for any damage or costs associated by failing to obey with these laws.
- The Hirer and/or driver must not of have been refused any motor vehicle insurance in the past 3 years.
- The Hirer and/or driver must not have had more that 3 at fault accident claims in the past 5 years.

Towing

- Please compare the 'tow ball weight' and 'loading weights' information from the towing vehicle's Manufacturer handbook specifications with the appropriate information for the Caravan/Camper Trailer.
- Our Camper Trailer weighs 1300kg unloaded. Our caravan 'Kenneth' weighs 1917kg unloaded and our caravan 'Joan' weighs 1580kg unloaded.
- Your vehicle must have a minimum towing capacity of 1600kg and tow ball weight of 130kg for the camper trailer and 2200kg and a tow ball weight of 170kg for Kenneth and 1900kg and tow ball weight of 140kg for Joan.

Accessory Hire Details [to be completed by the Hirer]			
Additional Equipment:	Electric breaking system \$50 per hire	Yes	No
	Towing mirrors \$20 per hire	Yes	No
	Generator \$100 per hire	Yes	No
	Solar Panels \$50 per hire	Yes	No
	Awning walls \$50 per hire	Yes	No
	TV/DVD Player \$25 per hire	Yes	No
	Weber Baby Q and gas bottle \$60 per hire	Yes	No
	Outdoor floor matting \$20 per hire	Yes	No
	Outdoor Table and Benches (sets 4) \$20 per hire	Yes	No
	Canvass Storage Unit \$20 per hire	Yes	No
	Outdoor kitchen table and storage \$20 per hire	Yes	No
	Red Kayak \$50 per hire	Yes	No
	Yellow Kayak \$50 per hire	Yes	No
	Camp Bed \$50 per hire	Yes	No
	Petrol and Diesel Containers \$10 per hire	Yes	No
	Camping Chairs \$5 per chair per hire	Yes	No
Coffee machine and Milk Throther \$20 per hire	Yes	No	

Hire Details [to be completed by the Owner]	
Hire Charge:	\$
Deposit:	\$
Security Bond:	\$

Hirer Declaration (To be completed at Collection)

I,.....[full name of Hirer]

- confirm and agree that the vehicle is in good condition and repair at collection;
and
- have been instructed and understand vehicle set up and safety including awning.

Signed..... Date.....

I confirm that I will not take the vehicle off-road and understand that if I do I will lose my \$1000 bond.

Signed..... Date.....