



## 1. Definitions

- a) "Security Bond" means the amount as described in the Schedule;
- b) "Caravan" means the caravan owned by the Owner and on hire to the Customer, as described in the Schedule;
- c) "Customer" means the person named as such in the Schedule and includes any person whose credit card is presented for payment of the Rental Fee;
- d) "Deposit" means the amount described in the Schedule to be paid by the Customer to the Owner as a holding fee for the Caravan;
- e) "Premises" means the Owner's premises – 8 Main St Bakers Creek, QLD, 4740;
- f) "Rental Fee" means the amount payable by the Customer to Owner to enable the Customer to lease the Caravan for the Term, as set out in the Schedule;
- g) "Owner" means Armreach Pty Ltd Trading as Jayco Mackay Caravan Hire (ABN 79 146 112 316);
- h) "Schedule" means the schedule annexed hereto; and
- i) "Term" means the duration of hire as described in the Schedule.

## 2. Hire Agreement

- a) The Owner agrees to lease to the Customer and the Customer agrees to take from the Owner the Caravan for the Term, in exchange for the Rental Fee;
- b) The Customer acknowledges that the Owner retains title of the Caravan at all times. The Customer shall not attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the possession of or otherwise deal with the caravan;
- c) Subject to any damage noted in the Schedule, the Customer agrees to return the Caravan in the same condition as prior to the commencement of the Term;
- d) The Caravan must be returned to the Premises at the conclusion of the Term;
- e) Time is of the essence of this Agreement;
- f) A Deposit of \$200 is payable at the time of booking the Caravan. In the event of the cancellation of the booking, the Deposit is non-refundable;
- g) The Rental Fee must be paid fourteen (14) days prior to the commencement of the Term or such shorter period as agreed to by the Owner in writing;
- h) The Customer must pay to the Owner a Security Bond to the value of \$1000 (by way of credit card) on pickup and authorises the Security Bond to cover all reasonable costs associated with damage, repair, cleaning, infringement expenses, tolls, or any other losses to the Caravan or associated with the use of the Caravan by the Customer;
- i) No portion of the Rental Fee will be refunded to the Customer in the event that the Caravan is returned prior to the conclusion of the agreed Term;
- j) In the event of a cancellation of a booking after the Rental Fee has been paid in full, and within the 14 days prior to pickup, the Owner will endeavour to rent out the caravan to another party for the original term, and if successful, the Customers Rental Fee will be

refunded minus any loss of rental for the original Term;

- k) The minimum hire period is four (4) days during non-peak periods. The minimum hire period is six (6) days during peak periods. During the Christmas period, the minimum hire period is fourteen (14) days and cannot start or end during our shutdown period (varies annually).
- l) The caravan hire term is based on the number of nights and hire periods are charged in 24hr blocks. Late return charges will occur;
- m) Caravan collection is to occur between 8am and 3pm, and returns are to be no later than 12pm, Monday to Friday. Weekend collections and returns are not available.

## 3. Customer's Warranties

The Customer warrants as follows:

- a) That the Customer has an unrestricted driver's licence issued by a state or territory in Australia;
- b) That the Customer is over the age of twenty-five (25) years and under the age of seventy-five (75) years;
- c) The Customer must pass a 100 Points Identification Process: Eg (Current Drivers Licence, Medicare Card, Utility Bill);
- d) That the vehicle which will be used to tow the Caravan is currently registered (and will remain registered for the duration of the Term) and has comprehensive insurance;
- e) That the vehicle which will be used to tow the Caravan complies in all respects with all suggested manufacturer's towing requirements for the Caravan and the tow vehicle.
- f) That the Customer has knowledge and the relevant skills to tow and load/unload the Caravan from the towing vehicle;
- g) Caravans MUST NOT exceed their ATM. The Owner will assist with loading techniques and explaining weights during your handover but the ultimate responsibility is with the Customer / Driver.

## 4. Repairs, Breakdowns and Accidents

- a) The Customer is not authorised to make any repairs, alterations or modifications to the Caravan whatsoever, without first liaising with the Owner and getting the Owner's written consent;
- b) In the event that the Caravan requires repairs, is damaged or requires collection, the Customer must immediately advise the Owner by telephone;
- c) The Customer is responsible for contacting and notifying the Police immediately in the event of an accident;
- d) The Customer is also responsible for obtaining all details required following an accident in relation to witnesses, other drivers, other vehicles and police who attend the accident;
- e) If the Caravan is no longer able to be used by the Customer, the Owner may, where available, make arrangements to provide the Customer with a comparable Caravan as soon as possible;



- f) The Customer shall not be entitled to recover from the Owner any sum whatsoever for any delay, inconvenience or loss of any kind due to accident, breakdown, defect or any inability to use the Caravan;
- g) The Customer authorises the Owner to withhold the Security Bond to cover any insurance excess regardless of who was at fault in the event of an accident. The Security Bond will be refunded only if the Owner is successful in recovering the cost of the insurance excess from a third party.
- h) In the event that the Customer loses or damages the keys for the Caravan, the Customer is liable for the sum of one hundred dollars (\$100.00), which may be deducted by the Owner from the Security Bond.
- i) The Customer will pay for the cost of repairing or replacing tyres damaged during the Term except if the tyre is defective and is returned by the Customer to the Owner for inspection and is subject to a warranty claim on the manufacturer;

#### 5. Hire Conditions

The Customer agrees to comply with the following conditions of hire during the Term:

- a) No pets are permitted to enter the Caravan;
- b) The Caravan is only to be driven and towed on bitumen sealed roads. Dirt access roads to camping areas or national parks are permitted. Road conditions are to be assessed by the Customer;
- c) Jayco "Outback" Caravans does not mean the Caravans are permitted to be used on 4 Wheel Drive Tracks or Unsealed Roads. Driving on Beaches is not permitted at any time;
- d) No items are to be stored on the floor of the Caravan as this may cause damage to the floor coverings and furniture;
- e) Only the Customer may tow and otherwise use the Caravan during the Term. The Caravan is not to be sublet or loaned to any other person. Any persons wishing to tow the Caravan must be noted as a Customer in this Agreement;
- f) No smoking is permitted in or near the Caravan. The cost of rectifying any smoke smell emanating from the Caravan (including that from a camp fire) will be charged to the Customer and can be deducted from the Security Bond. This may include replacement of fabric internal items of the Caravan including mattresses, lounges and curtains, depending on the severity of the smoke smell;
- g) Gas consumption is included in the hire fees. The customer is not required to top up the gas bottles but if a bottle is fully depleted, the Customer may have the bottles re-filled but must not swap or exchange gas bottles as they are specific to the Caravan;
- h) Pull-out Awnings must not be left unattended or left up in windy and wet conditions. When using the awning, the posts must be left attached to the caravan wall. If you are away from the Caravan, the awning and windows/hatches should be closed to prevent any unexpected damage by wind or rain.

- i) When unattended and unhitched the customer must connect a coupling lock which is supplied by the Owner as part of the inclusions.

#### 6. Acknowledgement of Obligations

The Customer provides acknowledgment of the following obligations in respect of Customer's use and operation of the Caravan:

- a) To always tow the Caravan and otherwise use the Caravan safely and with due care and consideration of others;
- b) To not tow the Caravan when intoxicated by alcohol or in any way affected by drugs, prescription or otherwise;
- c) To at all time comply with all lawful directions of the Owner or any other authoritative figure, such as police;
- d) To comply with all policies, rules, regulations and laws relating to the use of the Caravan as supplied, displayed or otherwise advised to the Customer by the Owner and to comply with all road traffic laws.
- e) To pay for any toll charges, parking fines or traffic infringement notices issued. If any incurred charges are received by the owner after the refund of the Security Bond, the Owner reserves the right to pursue the Customer for these charges. An additional administration fee of \$20 per fine/notice is payable to the Owner;
- f) To not operate the Caravan in a manner which is unlawful.
- g) To secure the Caravan in a reasonable manner when not in use to avoid theft or damage of the Caravan;
- h) To not use the Caravan in a manner which will likely cause damage to it;
- i) To not tow the Caravan outside of Queensland, unless prior written approval has been given by the Owner.

#### 7. Exclusion of any Warranties

The Customer acknowledges that the Owner is not making any warranties or representations:

- a) As to the towing or operation of the Caravan;
- b) That any materials provided in connection with the use of the Caravan will be fit for the purposes intended.

#### 8. Obligations at end of Term

- a) If the Customer wishes to extend the Term, notice must be provided to the Owner, who, upon consideration of availability, may grant an extension of the Term;
- b) The Caravan is to be returned to the Premises upon expiration of the Term by 12pm that day Monday – Friday. A late return penalty of \$200 per day (or part thereof) may otherwise be charged;
- c) Upon the conclusion of the Term, the Caravan (including the toilet and shower) is to be returned to the Premises in a clean and tidy condition. Failure to do so may result in a cleaning charge being deducted from the Security Bond at the rate of \$200.
- d) per hour. Failure to empty the toilet cassette may result in an additional cleaning charge of \$50 being deducted from the Security Bond. A cleaning kit is provided with the Caravan. No other chemicals or cleaning apparatus are permitted to be used on the Caravan;



- e) Upon the conclusion of the Term, the Caravan is to be returned to the Premises. One-way hire is not available. Failure to return the Caravan to the Premises will result in retrieval charges of \$110 per hour for the Owner to travel to the location of the Caravan and to return it to the Premises, plus any applicable daily hire charges being deducted from the Security Bond;
- e) Subject to any pre-existing damage noted in the Schedule, the Caravan must be returned in the same condition as at the commencement of the Term (including the condition of the awnings and accessories), fair wear and tear excepted;
- f) The Security Bond will be refunded in full to the Customer if the Caravan is returned to the Owner in the same condition as it was prior to the commencement of the Term, fair wear and tear excepted.
- g) The Owner reserves the right to withhold the Security Bond and apply it to all reasonable costs associated with the repair, retrieval or other costs and/or replacement of the Caravan if the Caravan is returned with any damage that the Customer is responsible for or if the Caravan is not returned at all. The Customer is also liable and must pay any further costs associated with such repairs, retrieval or replacement.
- h) Any items found to be missing, substituted or lost will be deducted from the Customers Security Bond;
- i) The Customer acknowledges that the Security Bond may not be available to be refunded immediately if the state of repair of the Caravan cannot be assessed or any damages are yet to be quantified. The Owner will endeavour to refund any Security Bond within ten (10) days of the conclusion of the Term, however in the event there is damage to the Caravan, this time may be extended until a Qualified Repairer can assess and quote the damage.
- g) The Customer releases the Owner and the Owner's directors, agents, employees and representatives from and against any liability for or in respect of the Customer's injury or death and any liability for or in respect of damage to or destruction of the Caravan or other property whether caused or contributed to by the Customer's or anyone else's negligence, recklessness, intentional act or breach of obligation (including any damage to the tow vehicle);
- h) The Customer will release the Owner from any loss or destruction of the Customer's personal effects stored in or around the Caravan, whether occurring during the Term or following conclusion of the Term;
- i) The Customer will indemnify and keep indemnified the Owner and the Owner's directors, agents, employees and representatives from and against any liability for or in respect of the injury or death of the Customer or any other person and from and against liability for or in respect of damage to or destruction of the Caravan or other property or other property of any other person caused or contributed to by the Customer's negligence, recklessness, intentional act or breach of obligation;
- j) The indemnities and assumptions of liability contained herein will continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time or otherwise;
- k) The Customer must on demand reimburse the Owner for all costs, charges, expenses, fees, disbursements (including all reasonable legal costs on a solicitor and own client basis) paid or incurred by the Owner of or incidental to:
  - i. Any breach, default or repudiation of this Agreement by the Customer (including the fees of all professional consultants properly incurred by the Owner in consequence of, or in connection with, any such breach, default or repudiation);
  - ii. The exercise or attempted exercise of any right, power, privilege, authority or remedy of the Owner under or by virtue of this Agreement.

## 9. Release and Indemnity

In consideration of the Owner leasing the Caravan to the Customer, the Customer agrees that:

- a) The Customer will use the Caravan solely at their own risk;
- b) The Customer has inspected the Caravan and accepts it as it stands with all or any defects, whether hidden or exposed;
- c) The Customer acknowledges that any damage by sea water is not covered by insurance and as such, the Customer will be solely responsible for any damage to the Caravan caused by sea water;
- d) The Customer confirms that they accept the Caravan to be safe and suitably operational;
- e) The Customer accepts full responsibility for any injury the Customer may suffer or for the Customer's death and for any damage or destruction to the Caravan whether caused or contributed to by the Customer or by any other person;
- f) The Customer accepts full responsibility for any injury or death of another person and for any damage to or destruction of another person's property or other property to the extent to which the Customer has caused or contributed to such injury, death, damage or destruction

## 10. Termination

The Owner may terminate this Agreement and immediately repossess the Caravan if the Customer fails to comply with any of the terms of this Agreement. In such a circumstance, the Customer is not entitled to any refund of the Rental Fee, Deposit or the Security Bond.

## 11. General

- a) The Owner may at any time prior to the commencement of the Term alter the Customer's booking such as by providing a similar size and similar feature Caravan to that originally booked;
- b) The Customer agrees that if any term of this Agreement, or any part thereof or expression therein, shall be or become invalid or unenforceable, that the remaining terms and conditions shall not be affected;



- c) This agreement is binding on the Customer's personal representatives in the event of the Customer's death;
- d) If more than one (1) person is named as the Customer for this Agreement, any obligation or covenant in this Agreement binds each person jointly and severally;
- e) This Agreement will be construed in accordance with the law of the State of Queensland and the law of that State will be the proper law of the contract. The parties submit to the non-exclusive jurisdiction of the courts of that State and any courts which may hear appeals therefrom.