

# TERMS & CONDITIONS OF HIRE

***The following pages outline the terms and conditions for camper trailer hire.  
Please take the time to read them thoroughly.***

1.1 The hirer or nominated 2nd and subsequent driver/s named (“**the Hirer**”) in the Hire Rental Agreement (“**the Agreement**”) by agreeing to make a booking to hire the Camper Trailer and/or Camper Equipment enters into an agreement with The Hind Family Trust & The Robsquad Family Trust trading as The Complete Campsite WA (“**TCCWA**”) whereby the Hirer agrees to the terms and conditions of hire as described below. Amounts outlined throughout this agreement are in Australian Dollars (\$AUD). Generally, in this agreement the singular includes plural.

1.2 In this agreement the following definitions apply:

- (a) “Camper Trailer” means either:
- (i) the Extreme 4x4 Off-Road Nomad or Jabiru Camper Trailer known as The Getaway, The Coral Bay, The Yallingup and The Great Escape, as specified in the Agreement; or
  - (ii) the Extreme 4x4 Off-Road Uluru Camper Trailer known as The Ningaloo and The Eagle Bay, as specified in the Agreement.
  - (iii) Any other camper trailers that are added to TCCWA's hire fleet from time to time.
- (b) “Camper Equipment” means:
- (i) one or more of the Camper Trailer accessories specified in Annexure “A” to this agreement; or
  - (ii) any additional camping supplies or equipment specified in the Agreement.

## **2.0 Booking Deposit:**

2.1 TCCWA will tentatively book over the phone and hold that booking for a period of 48 hours.

2.2 A booking deposit of 50% of the camper trailer hire fee to a maximum of \$500, will apply once the booking has been made, and the Hirer will be invoiced for the deposit amount. The payment terms for this deposit is typically 48 hours from booking. TCCWA reserves the right to cancel bookings for the Camper Trailer hire if the deposit payment is not received within the specified 48 hours or received in accordance with any other terms which may be specified.

2.3 The booking deposit will be deducted from the total hire charge on payment of the hire charges.

## **3.0 Cancellation Policy:**

3.1 **Where the total hire period is 20 days or under and the booking is cancelled within 28 days of the commencement of the agreed hire period, 50% of the deposit will be refunded. Less than 28 days of the commencement of the agreed hire period the deposit will non-refundable.**

3.2 **Where the total hire period is 21 days and over and the booking is cancelled, the deposit is non-refundable.**

## **4.0 Booking Period:**

4.1 The Hirer will be charged for all Camper Trailer and/or Camper Equipment hired on a 'time taken' and not a 'time used' basis. Hire of our Camper Trailers and other Camper Equipment is for the agreed time only, while every effort will be made to accommodate extensions to the initial rental period, we cannot guarantee that an extension of the rental will be achieved.

4.2 Times for the collection and return of the Camper Trailer and/or Camper Equipment are to be agreed to between the Hirer and TCCWA prior to commencement of the hire period. For the purpose of this Agreement, the hire period commences and ends on the dates set out in the Agreement.

## **5.0 Vehicle Condition and Place of Return:**

5.1 TCCWA will deliver the Camper Trailer and all other Camper Equipment as booked, clean and in apparent good operating condition. You agree to return the Camper Trailer and all Camper Equipment in the same condition (except for normal “wear and tear” and NOT INCLUDING TYRE DAMAGE) together with all tools, accessories and other equipment supplied. Unless by mutual agreement, the Camper Trailer and/or Camper Equipment will be returned to the place where it was supplied.

## **6.0 Towing Vehicle:**

6.1 The Hirer must have full comprehensive insurance for the towing vehicle and must not have been refused any motor vehicle insurance.

6.2 The towing vehicle must remain within the legal Gross Vehicle Mass (GVM) and specified legal towing capacity at all times as stipulated by manufacturers specifications and regulatory authorities.

6.3 The Hirer must observe the maximum Western Australian legal speed of a towing vehicle of 100 kilometres per hour or as stipulated by state/territory legislation.

## **7.0 Pickup & Delivery:**

7.1 Pick up and return times are by mutual agreement, Monday to Saturday. **TCCWA will be closed on Sundays and Public Holidays (please take this into consideration when choosing your hire dates)**. Please contact TCCWA prior to pick up and delivery to ensure someone is available to meet you.

7.2 TCCWA offers a delivery and pickup service within 30 km of TCCWA depot for a fee \$90 each way. Deliveries and pickup further than 30 km from TCCWA depot and outside the metropolitan area is available on request and will be charged according to the location (price available on application).

## **8.0 Late Returns:**

8.1 All equipment is booked on a 24 hour basis. If Camper Trailer is picked up at 9:00 am, it is then due for return at 9:00 am the following day. Late returns will at the discretion of TCCWA and be charged at a half daily rate for less than 4 hours late and anything over 4 hours late will be charged at a full daily hire rate. For the purpose of this Agreement, the daily rate charge for Late Returns will be based on the 4 - 6 day TCCWA's Peak Period Rate.

## **9.0 Early Returns:**

9.1 There are no refunds, partial or otherwise, and no future credit accrued as a result of early return of the Camper Trailer or any other Camper Equipment.

## **10.0 Travel Restrictions:**

10.1 We value your safety and for safety purposes TCCWA reserves the right at its sole discretion to restrict Camper Trailer movements in certain areas due to adverse road or weather conditions and the distance to nominated destinations in relation to the length of hire period.

- 10.2 The Camper Trailers as defined above can be driven on any gazetted roads, but shall not be taken to restricted areas, as defined by TCCWA (restricted areas consist of, but not limited to, any areas deemed impassable by TCCWA or local authorities (as sign posted) or into cyclone affected areas.
- 10.3 No Camper Trailer can be driven on a beach, below the high tide mark or subjected to salt water at any time. No Camper Trailer can be immersed in fresh water exceeding a fording depth equal to 70 cm.
- 10.4 Should the Hirer not adhere to the stipulated travel restrictions, TCCWA retains the right to charge the Hirer with all costs relating to damages and recovery costs of the Camper Trailer, as well as the right to retain the Security Bond in full for breach of this Agreement.

#### **11.0 Unauthorised Use of the Vehicle and Repossession:**

- 11.1 TCCWA may take possession of the Camper Trailer and/or Camper Equipment at any time without prior demand and at the Hirer's expense if it is illegally parked, used in violation of the law or of this Agreement or if it is apparently abandoned.
- 11.2 The Hirer is not permitted to sub lease or lend the Camper Trailer and/or Camper equipment to any other persons not a party to this Agreement.
- 11.3 The Hirer warrants that during the rental period the Camper Trailer and other Camper Equipment will be:
- used or operated in a cautious, prudent and normal manner;
  - not be used or operated by a person under the influence of alcohol or drugs or with a blood alcohol limit in excess of that permitted by law;
  - used to carry volatile liquids, gases, explosives or other corrosive or inflammable material except within its designed capabilities;
  - Camper Trailer and Camper Equipment are to be used in accordance with manufacturers' instructions.

#### **12.0 Repairs and Damages to Hire Equipment:**

- 12.1 If the Camper Trailer or other Camper Equipment is returned damaged or inoperable the Hirer agrees to pay TCCWA the reasonable cost of the repair, or replacement in the event that an item is not repairable or not cost effective to repair.
- 12.2 The Hirer agrees where applicable to pay rental where relevant on the equipment at 50% of the regular rental rates until repairs are completed. Repair of the equipment will not commence until the hirer pays TCCWA the estimated cost of such repairs. If the total cost of repairs and charges is less than the Security Bond TCCWA reserves the right to withhold such amounts for repairs or replacement from the Security Bond paid by the Hirer.
- 12.3 All damages to our equipment while in the possession of the Hirer must be reported immediately to the management of TCCWA.
- 12.4 Repairs to all damages to the Camper Trailer and/or Camper Equipment undertaken whilst still in the possession of the Hirer shall become the sole responsibility of the Hirer to repair to a condition at least equal to the condition of the equipment as existed prior to the damage and/or theft event occurring. All repairs are to be undertaken only as authorised by the management of TCCWA using qualified service personnel approved by TCCWA. All costs for repairs required as result of damage while on hire shall be paid for by the Hirer. Under no circumstance shall any third party be engaged, or act on behalf of the Hirer for the purpose of repairs unless specifically authorised in writing by TCCWA. Any tyre repair or replacement is the responsibility of the Hirer. Tyres used for replacement must be of the approved type, brand and size as nominated by TCCWA.

#### **13.0 Modification or Alteration of Camper Trailer:**

- 13.1 No article whatsoever is to be tied or carried on the roof of a Camper Trailer at any time during the hire period, with the exception of the Extreme 4x4 Off-Road Nomad "The Coral Bay" with Boat Rack Camper Trailer which can have a small dinghy, inflatable boat, kayak, canoe or surf ski attached to the approved rack of no more than 3.5 metres in length. Failure to adhere to this clause will forfeit the total Security Bond.
- 13.2 The Camper Trailer and/or Camper Equipment is not to be tampered with or altered in any way.
- 13.3 No substitution of any item of (or included in) the Camper Trailer and/or Camper Equipment is to be made.
- 13.4 The Cost of any missing, broken, lost or substituted items will be deducted from the Security Bond.

#### **14.0 Bonds & Bond Returns:**

- 14.1 A \$1,000 (if travelling within Western Australia) or a \$2,000 (if traveling interstate) cash/cheque/EFT Security Bond ("Bond") is required 14 days prior to pickup of the Camper Trailer and Hire Equipment (this bond covers incidentals such as, but not limited to, damage to the Camper Trailer, canvas or Hire Equipment, tyre damage and cleaning costs, if required).
- 14.2 There is also Additional Hire Equipment Bonds ("Bond") for specified Hire Equipment, as referred to in Annexure "A" of this Agreement. A cash/cheque/EFT Bond is also required 14 days prior to pickup of the Camper Trailer.
- 14.3 A \$25 key bond is included in the Security Bond amount and will be withheld if the keys are lost or not returned with the Camper Trailer.
- 14.4 Replacement costs for lost or damaged items will be recovered from these Bonds. Clients will be advised of this cost including an administration charge as below prior to the bond being returned.
- 14.5 The administration charge will be \$22 or 10% of replacement cost (whichever is greater).
- 14.6 TCCWA reserves the right to withhold from the Bond or charge the Hirer the cost of any infringement notice, tollway fines or other such fine or cost the responsibility of the Hirer plus an administration fee of \$88.
- 14.7 The Bond/s will be refunded within 7 business days (either by cash/cheque/EFT) from the time the Camper Trailer and Camper Equipment has been returned. Unless replacement or repairs need to be undertaken, then the balance of bond/s will be returned as soon as these costs can be ascertained.

#### **15.0 First Aid Kits:**

- 15.1 In the interest of the safety of our clients a brand new first aid kit with packaging intact is supplied with the hire trailers. This item is supplied on a "user pays" basis. If it is used and/or the packaging is opened then the Hirer will be charged \$30 for it out of their Security Bond (this cost is excluded from an administration charge) and the item will then belong to the Hirer.

#### **16.0 Cleaning Charges:**

- 16.1 TCCWA reserves the right to withhold from the Bond/s a cleaning fee if the Camper Trailer and/or Camper Equipment is not returned in what TCCWA deems a suitably clean condition, this includes, wiping down all kitchen surfaces and washing all kitchen equipment included in the hire, sweeping camper floor and attempting to remove any sand or mud from camper trailer and canvasses. Where considered necessary, treatment for apparent strong odours such as cigarette and tobacco smoke, fish etc. Please note NO ANIMALS are permitted in the camper trailer at anytime. The cleaning fee is based on an hourly rate of **\$88 per hour** and will be charged out of your bond at our discretion.

**17.0 Care and Cleaning of Equipment:**

- 17.1 Marks on the canvas are to be wiped off with a cloth and water only. **(No cleaning chemicals or detergents are to be used on the canvas as this may damage the waterproofing properties of the canvas).** No abrasive cleaners or cloths/sponges and no severe scrubbing or high pressure hose are to be used on any of the finishes of the Camper Trailer and/or Camper Equipment.
- 17.2 All conditions and instructions supplied by TCCWA and/or attached to the Camper Trailer and/or Hire Equipment are to be adhered to. These may include, but not limited to:
- (a) no smoking is allowed in the Camper Trailer;
  - (b) no pets are permitted in the Camper Trailer;
  - (c) no electronic or gas heaters are to be used inside the Camper Trailer;
  - (d) no fish scaling and cleaning is allowed on the Kitchen Centre or inside the Camper Trailer.

**18.0 Insurance:**

- 18.1 A \$2,000 insurance excess is payable by the Hirer (regardless of fault) in the event of damage or loss through accident/fire/theft (including immersion in water). An excess reduction is available to reduce this excess amount in the event of damage or loss (regardless of fault). Please contact us for more details.
- 18.2 Any insurance excess reduction is void and forfeited if any of the conditions of this agreement are breached. The Hirer will be responsible for the total cost of repairs and replacement.

**19.0 Payment:**

- 19.1 TCCWA accepts payments in Cash, Personal Cheque, Bank Cheque, Money Order, Direct Deposit (will provide bank details on request) and by Credit Card (Visa & Mastercard).
- 19.2 If payment is made by Personal Cheque and the cheque is dishonoured, a fee of \$40 per dishonoured cheque will be added to the hire fee as specified in the Agreement.

**20.0 Identification & Age Requirement:**

- 20.1 TCCWA requires at its discretion two forms of identification prior to the hiring of the Camper Trailer and Camper Equipment with one form of ID showing a photograph. (i.e. Drivers License or Passport). Also required is the Hirer's current residential address and contact details for next of kin. The driver/s of the towing vehicle are to be 21 years of age or older, and not older than 70 years of age and hold a valid, non probationary driver's licence appropriate for the towing vehicle being driven.

**21.0 Accident, Damages & Liability:**

- 21.1 The Hirer must make a report to Police regarding any accident, malicious damage caused and/or theft of involving the Camper Trailer and/or Camper Equipment:
- 21.2 In the event of an accident involving another vehicle the Hirer is required to obtain the registration, make, model and colour of the other vehicle, the name, address and driver's licence details of the other party involved and the name and address of any witness and forward these details to the Police and TCCWA.
- 21.3 The Hirer and all parties using any of the Hire Equipment and/or Camper Trailer whether with or without the express permission of the Hirer, understands and agrees that TCCWA shall not be liable for any costs or damages, loss or inconvenience incurred by the Hirer or any other such party as a result of theft of or from any of our equipment during the period of hire or due to or arising from any breakdown of the Hire Equipment and/or Camper Trailer whether caused by fair wear and tear or any reason whatsoever during the period of this Agreement. This includes cost such as accommodation, meals, flights, car hire, phone calls, or any other costs incurred by the Hirer.
- 21.4 The Hirer and all parties using any of the Camper Trailer and/or Camper Equipment whether with or without the express permission of the Hirer, also indemnifies TCCWA and any related parties with respect to any and all costs, damages or injuries (including such damages and injuries to third parties) incurred through the use, misuse or accident arising from the use or misuse of any of the Camper Trailer or other Hire Equipment whether by negligence of TCCWA or otherwise.
- 21.5 The Hirer and all parties using any of the Hire Equipment and or Camper Trailer whether with or without the express permission of the Hirer, also indemnifies TCCWA and any related parties with respect any and all costs, damages or injuries incurred through items left in the Camper Trailer or Hire Equipment which are received, handled or stored by TCCWA before, during or after the hire period whether by negligence or otherwise.
- 21.6 The Hirer indemnifies TCCWA against all damage to persons and property in relation to the Hirer's use and control of the Camper Trailer and/or Camper Equipment.
- 21.7 The Hirer understands and agrees that TCCWA is not accountable for any damage or costs incurred to the Hirer as a result of damage to any towing vehicle.
- 21.8 TCCWA gives no express or implied warranty as to any matter whatsoever including without limitation the condition of the Camper Trailer and the Hire Equipment's merchantability or fitness for any particular purpose or use.
- 21.9 Should the recovery of outstanding moneys be warranted, the inclusion of all costs incurred to recover the money including, but not limited to, interest accrued, court costs, legal fees etc, will be at the expense of the Hirer.

**22.0 Pricing & Specifications:**

- 22.1 Due to our commitment to continual improvement, prices and specifications are subject to change without notice.

**STRICTLY NO SMOKING OR PETS INSIDE CAMPER TRAILERS**