

Terms and Conditions of Hire

Rhinomax Hybrid

Thank you for choosing Camp Mountain Campers and Caravan Hire. We are very proud of our service and we are committed to building our business on providing the best possible experience for our customers. Your safety and security are our greatest concern, so it is important for you to carefully read all these terms and conditions.

These terms and conditions do not exclude, restrict or modify the application of any provision, the exercise of any right, or the imposition of any liability under any statute (including the Australian Consumer Law).

1. Interpretation

Unless a contrary intention appears: -

- 1.1. 'Owner' means Brumler Consulting Pty Ltd trading as Camp Mountain Campers and Caravan Hire, at 41 Pedwell Road, Camp Mountain, in the State of Queensland, postcode 4520;
- 1.2. 'Hirer' means the person nominated as the hirer and all persons named as designated drivers in the Hire Agreement;
- 1.3. 'Rental Period' means the hire period or agreed variation thereof and any additional period during which the camper is in the Customer's possession or control;
- 1.4. 'Camper' means the Rhinomax Hybrid Camper and all its contents, fixtures and fittings and any additional equipment/accessories included in the hire agreement;
- 1.5. The singular includes the plural and vice versa;
- 1.6. A reference to a party includes a reference to that party's executors, administrators and successors.
- 1.7. The words importing natural persons include partnerships, or corporations;
- 1.8. An agreement representation or warranty in favour of two or more persons is in favour of them jointly and severally;
- 1.9. An agreement, representation or warranty made by two or more persons binds them jointly and severally.

2. Age, License Restrictions and Insurance

- 2.1. Each Hirer and each driver of the vehicle towing the Caravan, must be over 25 years of age and under 75 years of age as at the date of the hire agreement;
- 2.2. All drivers must produce a current Australian driver's licence held for at least 12 months, and identifying the driver's residential address, which must remain valid throughout the full period of the hire. A learner's, provisional or restricted licence will not be accepted;
- 2.3. At the time of signing the hire agreement, the 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 person nominated as a designated driver. The Owner is authorised to take and retain copies of the identification documents;
- 2.4. 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 current vehicle registration and comprehensive insurance for the towing vehicle. The Owner is authorised to take and retain copies of the registration and insurance documents.

3. Hire Period

- 3.1. A minimum hire period of 2 weeks is applicable during Queensland and New South Wales school holiday periods, and for the period from 1 June to 31 July unless otherwise agreed to, in writing, by the Owner;
- 3.2. A minimum hire period of 4 days applies at all other times;
- 3.3. Rental days are calculated on a calendar day basis. The day of pickup is counted as day one of the rental, regardless of pick-up time. The day the Camper is returned is counted as the final day of the rental regardless of drop-off time. Exceptions may be negotiated, depending on demand and availability.

Terms and Conditions of Hire

Rhinomax Hybrid

4. Terms of Payment

- 4.1. A deposit of \$250 or 1/3 of the total hire (whichever is the greater), is payable at time of booking. This is a non-refundable deposit unless a subsequent hire can be secured for the full period of the cancelled hire, in which case a \$60 administration fee will be retained;
- 4.2. Full payment for the total hire period is required 3 weeks prior to the commencement of the hire. Thus, any booking made within 3 weeks of the hire must be accompanied by a full payment;
- 4.3. A security bond of \$2,000.00 is payable immediately prior to departure (covering excesses insurance and other out of pocket costs);
- 4.4. The security bond is fully refundable within 7 days of completion of hire provided the Camper is returned on time and undamaged and in a clean and tidy condition;
- 4.5. The Owner may in addition to its other rights deduct from the security bond any late return fees payable by the Hirer to the Owner and any loss suffered by the owner as a consequence of damage or loss concerning the Camper;
- 4.6. The Owner reserves the right to cancel the hire agreement at any given time should the Terms of Payment be contravened. The deposit will be retained.

5. Collection and Return of the Camper

- 5.1. The Hirer shall collect the Camper at the time and place specified in the Booking Schedule;
- 5.2. The Hirer shall only return the Camper by the time and at the place specified in the hire agreement;
- 5.3. In the event the Hirer fails to return the Camper by the time and at the place specified in the hire agreement the Hirer shall pay to the owner all loss suffered by the Owner as a consequence of the delay. Such loss may include the loss of subsequent bookings as a result of the delay;
- 5.4. The minimum late hire charge shall be \$500 per 24-hour period or part thereof, calculated from the time due for return to the time of the actual return of the Camper;
- 5.5. Any request for additional days is at the discretion of the Owner and will rely entirely upon future demand and availability;
- 5.6. No refunds will apply for early termination of the hire agreement;
- 5.7. One-way hire is not available. For any Camper not returned to the place specified in the hire agreement, and needing retrieval, the Hirer will be charged \$100 per hour for the travel of a vehicle and replacement driver each way plus the Daily Hire Rate of an additional \$100 per day.

6. Travel Restrictions

- 6.1. The Camper, in addition to sealed roads, may be used on **gazetted unsealed roads and tracks;**
- 6.2. The Camper **must not be towed in tidal areas 2 hours either side of high tide;**
- 6.3. The Camper must not be towed on the beach, at all, if there is insufficient beach area to tow the Camper safely, and avoid salt water coming in contact with the Camper;
- 6.4. The Camper **must not be subjected to salt water** at any time;
- 6.5. The Camper **must not be immersed in fresh water exceeding a fording depth equal to 70cm;**
- 6.6. The Camper **must not be taken across swollen creeks or rivers, or any area subjected to flood;**
- 6.7. Should the Hirer not adhere to the stipulated travel restrictions, the Owner retains the right to charge the Hirer with all reasonable costs relating to damages and recovery costs of the Camper and/or vehicle as well as the right to retain the Security Bond, in full, for breach of the hire agreement;
- 6.8. The Hirer acknowledges that fleet management systems, electronic or otherwise may be used to confirm the Camper's location and/or travel route at any time during the hire period, and without notice to the Hirer.

Terms and Conditions of Hire

Rhinomax Hybrid

7. Pets

7.1. Pets are not permitted, at any time, in the Camper.

8. Smoking and Campfires

8.1. NO SMOKING is permitted in the Camper or under awnings/annexes;

8.2. Please keep campfires a reasonable distance away from the camper. Smoke smell from campfires could result in a charge against your bond.

9. Obligations

9.1. The Camper must be towed, set-up, operated and used in a cautious and prudent manner in accordance with the operating instructions supplied at time of hire, and in conditions which are suitable for the towing, set-up, operation or use of the Camper;

9.2. The towing vehicle must use the braking mechanisms supplied with the Camper;

9.3. 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;

9.4. The Hirer must comply with all laws relating to and ensuring that all indicator, brake, reverse and other lighting are operational.

9.5. If the Camper becomes unsafe it is not to be towed any further, and the fault is to be immediately reported to the owner;

9.6. The Hirer must not sublease or otherwise lend or part with possession of the Camper;

9.7. The Hirer must pay for all legal infringements, fines, penalties and tolls incurred during the hire period and if required reimburse the Owner for any expenditure paid, or liability incurred by the Owner in this regard;

9.8. The Hirer must keep the Camper locked and secured at all times it is unattended;

9.9. No article is to be tied to or carried external to the Camper or spare tyre;

9.10. No alterations are to be affected to the Camper and no item is to be removed from it;

9.11. The Camper must be returned in the condition as at commencement of the hire;

9.12. The Hirer must comply with any reasonable instructions issued by the owner and with any notice or specification attached to the Camper. If the Hirer does not comply with a reasonable instruction from the Owner, the Owner may, in its absolute discretion, consider this failure to comply as a fundamental breach of the hire agreement;

9.13. No gas or liquid fuel heaters are to be carried in or used in the Camper;

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

9.15. The Hirer must not use the Camper for any illegal purpose;

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

9.17. The Hirer must ensure that any person towing, occupying, using or operating the Camper complies with all of the provisions of this clause;

9.18. The Camper must not be towed whilst passengers are riding on the trailer.

10. Cleaning

10.1. The Camper is to be returned in a clean and tidy condition, both inside and out. This includes all tyres, tools, accessories, camping utensils and all other equipment supplied with the Camper;

Terms and Conditions of Hire

Rhinomax Hybrid

- 10.2. Should the Camper not be cleaned to a satisfactory condition, a cleaning fee will be deducted from the security bond at a rate of **\$50 per hour** up to a maximum of \$300. The Owner reserves the right to deduct the cleaning fee from the security bond;
- 10.3. NO SOLVENTS OR CHEMICALS, severe scrubbing or high-pressure hoses are to be used inside or on the outside of the Camper. Light detergent solutions only. Should you be unsure if a cleaning solution is suitable, do not use. Contact the owner for advice;
- 10.4. No abrasive cleaners, abrasive cloths or abrasive sponges are to be used on any of the finishes to the Camper, or equipment supplied.

11. Accidents and Breakdowns

- 11.1. The Hirer must immediately report to the Police and the owner any accident involving the Camper, malicious damage caused to it or theft of it or any component of it;
- 11.2. The Hirer must immediately report to the owner any event involving damage or loss to the Camper or any part of it. Failure to do so may be putting the hirer at risk of injury, thus damaged must be assessed by owner/manufacture. In addition, a subsequent hire may need to be cancelled as a result of the delay and a minimum of \$900 will be retained from your Security Bond to cover any losses;**
- 11.3. In the event of an accident involving another vehicle the Hirer must obtain the registration, make, model, colour of the other vehicle and the name, address and driver's licence details of the other driver involved in the accident, as well as the name and address of any witnesses, and provide those details to the Police and the Owner. In addition, the Hirer must provide the Owner with the Police Officer's name and station where the accident is reported;
- 11.4. The Owner must be advised in the event of a breakdown as soon as possible. It is the hirer's responsibility to make sure that the Camper is secure at all times. The Owner shall not be liable for expenditure, inconvenience, loss or damage incurred by the hirer in the event of a breakdown.

12. Personal Items

- 12.1. The Owner takes no responsibility for the hirer's personal effects. The Owner's insurance policy does not provide cover for the Hirer's personal effects and it is recommended that the hirer insure their own personal effects e.g.: iPods, Phones, Cameras, Videos etc.

13. Indemnity and Loss

- 13.1. The Hirer shall indemnify and keep indemnified the Owner from and against all claims, loss, damages and expenses whatsoever, incurred directly or indirectly by reason of any breach of the hire agreement, negligence, malicious or tortious act or other wrongdoing by the Hirer or a person occupying using or operating the Camper and without limiting the foregoing, the Hirer shall indemnify the Owner for:
- 13.1.1. all damage to or loss of the Camper 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 the hire agreement by the hirer or any act or omission of a person operating using or occupying the Camper except to the extent caused or contributed by the owner;
- 13.1.2. 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 Camper except to the extent caused or contributed by the owner;
- 13.1.3. the cost of rectifying all tyre damage not attributable to fair wear and tear;
- 13.1.4. overhead damage or under body damage to the Camper;
- 13.1.5. water damage to the Camper; and
- 13.1.6. replacing any accessory not attributable to fair wear and tear.

Terms and Conditions of Hire

Rhinomax Hybrid

Booking
Reference:

14. Termination and Severance

- 14.1. The Owner may in addition to its other rights immediately terminate the hire agreement for any breach by the Hirer of any provision expressly provided for in the hire agreement or implied by law;
- 14.2. In the event of termination of the hire agreement the Owner shall immediately be entitled to retake possession of the Camper;
- 14.3. If any term of the hire agreement is or becomes legally ineffective, illegal or invalid it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected;
- 14.4. If, for any reason beyond the control of the Owner (including without limitation as a result of fire, flood, blackout, theft, sabotage or equipment breakdown), the Owner cannot complete its obligations under the hire agreement, the Owner shall be entitled to delay performance of, or terminate the hire agreement at its absolute discretion. The Hirer will receive a full refund but shall not make any claim for loss or damages in respect of such delay or termination.

15. Hire Agreement

- 15.1. The Hirer by signing the hire agreement confirms and agrees that he/she has read the above terms and conditions and understands and agrees fully with these terms and conditions;
- 15.2. The Hirer agrees that he/she is fully aware and will follow the correct procedures for using the Camper and the equipment supplied and that the Camper is in good working condition upon commencement of the hire period as per the Departure Condition Report;
- 15.3. The Hirer agrees that the Camper will be used solely for its intended use.

THANK YOU