

Conditions of Hire

1 In this Agreement:

- 1.1 The hirer or nominated 2nd driver named in the Sydney's Complete Camper Trailer Hire Rental Agreement, by agreeing to make a booking to hire the Camper Trailer and/or Camping Equipment enters into an agreement with Brian Anthony Webster & Leona E Wade Trading as Sydney's Complete Camper Trailer Hire whereby the Hirer agrees to the terms and conditions of hire as described below. Amounts outlined throughout this Hire agreement are set in Australian Dollars
- 1.2 In this agreement the following definitions apply: (a) "Camper Trailer" means either: (i) Any camper Trailer owned and Operated by Sydney's Complete Camper Trailer Hire (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. (c) Sydney's Complete Camper Trailer Hire will be known as SCCTH throughout this agreement

2. Age Requirement & Personal Identification:

- 2.1 The driver/s of the towing vehicle is to be 25 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.
- 2.2 SCCTH requires at its discretion a Minimum of two forms of identification prior to the hiring of the Camper Trailer and Camping 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.

3. Towing Vehicle:

- 3.1 The Hirer must have full comprehensive insurance for the towing vehicle and must not have been refused any motor vehicle insurance in the last five (5) years.
- 3.2 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.
- 3.3 The Hirer must observe the maximum legal speed of a towing vehicle of 100 kilometres per hour or as stipulated by state/territory legislation.

4. 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 SCCTH 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.
- 4.3 In the Hiring Fee Schedule: a) "Weekend" means from 5pm Friday to 5pm the following Monday; b) "Week" means seven (7) days including the day of pick up and until 5pm on the seventh day thereafter; c) "Month" means a calendar month.

5. Hiring Fee Schedule & Returns:

- 5.1 All equipment is booked on a 24hour basis. If Camper Trailer is picked up at 5:00 pm, it is then due for return at 5:00 pm the following day. Late returns will at the discretion of SCCTH and are charged at a half daily rate for less than four (4) hours late and anything over four (4) hours late will be charged at a full daily hire rate. For the purpose of this Agreement, the daily rate charged for Late Returns will be based on the Peak Period Daily Rate of SCCTH.
- 5.2 The Hirer will bear any costs incurred by SCCTH in retrieving the Camper Trailer/equipment should the Hirer fail to return it by the due date, unless prior arrangements have been made.

6. Booking Deposit:

- 6.1 SCCTH will tentatively book over the phone/internet/fax, and then hold that booking for Maximum period of 48 hours.
- 6.2 A booking deposit of 50% of the camper trailer hire fee to a maximum of \$500, when the total hire fee is less than \$300 a minimum a deposit of \$150 will apply once the booking has been made, and the Hirer will be invoiced for the deposit amount. The payment terms for this deposit are seven (7) days from booking. SCCTH reserves the right to cancel bookings for the Camper Trailer and/or Equipment hire if the deposit payment is not received within the specified seven (7) days or received in accordance with any other terms which may be specified by SCCTH.
- 6.3 The booking deposit will be deducted from the total hire charge on payment of the Total hire charges.

7. Security Bonds & Bond Returns:

- 7.1 A \$500 (when travelling within New South Wales) or a \$750 (if travelling interstate) Credit Card/ cash/cheque/EFT Security Bond ("Bond") is required prior or at time of pickup of the Camper Trailer (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).
- 7.2 There is also Additional Hire Equipment Bonds ("Bond") for specified Camping Hire Equipment, as referred to in Annexure "A" of this Agreement. A Credit Card/ cash/cheque/EFT Bond is also required prior or at timer of pickup of the Camping Equipment.
- 7.3 A \$20 key bond is included in the Security Bond amount and will be withheld should the keys be lost or not returned with the Camper Trailer.
- 7.4 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.
- 7.5 The administration charge will be \$20 or 10% of replacement cost (whichever is greater).
- 7.6 SCCTH 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 \$60.
- 7.7 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.

8. Cancellation Policy:

- 8.1 Where the total hire period is fourteen (14) days or under and the booking is cancelled within twenty one (21) days of the commencement of the agreed hire period, 25% of the deposit will be refunded. If less than twenty one (21) days of the commencement of the agreed hire period the deposit will nonrefundable.
- 8.2 Where the total hire period is fourteen (14) days and over, and the booking is cancelled with in twenty one (21) days, 50% of the deposit is refundable.

9. Pickup & Delivery:

- 9.1 Pick up and return times are by mutual agreement, Monday to Saturday. SCCTH will be closed on Sundays and Public Holidays. Please contact us prior to pick up and delivery to ensure someone is available to meet you.
- 9.2 SCCTH offers a drop off and pickup service within the Sydney's Metropolitan area by prior arrangement and fee. Please contact office for more information. Drop off and pickup services outside the metropolitan area are also available and will be charged according to the location and by prior arrangement.

10. Early Returns:

- 10.1 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.

11. First Aid Kits & supplies:

- 11.1 For the safety of our clients a brand new sealed first aid kit is supplied with our camper trailers.
- 11.2 These kits are supplied on a "user pays" basis. If it is used and/or the seal is opened then the Hirer will be charged for it out of their Security Bond and the item will then belong to the Hirer.

12. Trailer & Equipment Condition and Place of Return:

- 12.1 SCCTH will supply the hired Camper Trailer and all other hired Equipment as booked is clean, in good order and operating condition.
- 12.2 You agree to return the Camper Trailer and all other hired 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.
- 12.3 Unless by mutual agreement, the Camper Trailer and/or Camper Equipment will be returned to the place where it was supplied.

13. Cleaning Charges:

- 13.1 SCCTH reserves the right to withhold from the Bond/s a cleaning fee if the Camper Trailer and/or Camping Equipment is not returned in a suitably clean condition as deemed by SCCTH, this includes, where considered necessary, treatment for apparent strong odours such as cigarette and tobacco smoke, fish etc. The cleaning fee is based on an hourly rate of \$58 per hour.

14. Care & Cleaning of Equipment:

- 14.1 Any 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.
- 14.2 All conditions and instructions supplied by SCCTH and/or attached to the Camper Trailer and/or Hire Equipment are to be adhered to.

These may include, but not limited to: (a) NOTE; smoking is not allowed within any part of the Camper Trailer; (b) no pets or animals are permitted within the Camper Trailer; (c) no gas or electronic heaters are to be used inside the Camper Trailer; (d) no cleaning or Scaling of Fish is allowed in or on the Kitchen Centre or within the Camper Trailer.

15. Travel Restrictions:

- 15.1 Here at SCCTH we value your safety and for safety purposes we reserve the right at its sole discretion to restrict Camper Trailer movements in certain destinations/areas due to adverse road or weather conditions and the distance to nominated destinations in relation to the length of hire period.
- 15.2 The Camper Trailers as defined above can be driven on any gazetted roads, but shall not be taken to restricted areas, as defined by SCCTH (restricted areas consist of, but not limited to, any areas deemed impassable by SCCTH, National parks and Wildlife or local authorities (as sign posted) or into cyclonic affected areas.
- 15.3 No Camper Trailer can be towed 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 or any other fluid for any reason exceeding a depth greater than to 600 mm
- 15.4 Should the Hirer not adhere to any of the stipulated travel restrictions, SCCTH reserves the right to charge the Hirer with any/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 any breaches of these Terms and Conditions.

16. Un-authorised Use and Repossession:

- 16.1 SCCTH may take possession of any 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.
- 16.2 The Hirer will ensure that the equipment is used with care and due consideration for other persons and it is agreed that any reckless use of the towing vehicle or the equipment will result in termination of this Agreement.
- 16.3 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.
- 16.3 The Hirer warrants that during the rental period the Camper Trailer and any other Camping Equipment will be; a) Only be used in accordance with manufacturers' instructions and/or Government regulations pertaining to the use of that equipment. (b) Will not be used or operated by any person/s under the influence of alcohol or drugs or with a blood alcohol limit in excess of that permitted by Current State laws; (c) Not used to carry volatile liquids, gases, explosives or other corrosive or inflammable material except within its designed capabilities; (d) Only be used or operated in a cautious, prudent and normal manner;

17. Repairs and Damages to Hire Equipment:

- 17.1 Should the Camper Trailer or other Camping Equipment be returned damaged or inoperable the Hirer agrees to pay SCCTH the reasonable cost of the repair, or replacement in the event that an item is not repairable or not cost effective to repair.
- 17.2 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 SCCTH the estimated cost of any such repairs. If the total cost of repairs and charges is less than the Security Bond SCCTH reserves the right to withhold such amounts for repairs or replacement from the Security Bond paid by the Hirer.
- 17.3 Any damages to equipment while in the possession of the Hirer must be reported immediately to the management of SCCTH.
- 17.4 Repairs to any damages to the Camper Trailer and/or Camping 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 SCCTH only using qualified service personnel approved by SCCTH. 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 SCCTH.

- 17.5 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 SCCTH.

18. Modification or Alteration of Camper Trailer:

- 18.1 The full Cost of replacing any missing, broken, lost or substituted items will be deducted from the Security Bond
- 18.2 No substitution of any item of (or included in) the Camper Trailer and/or Camping Equipment is to be made.
- 18.3 No Camper Trailer and/or Camping Equipment are to be tampered with or altered in any way.
- 19 Carrying of Boats, kayaks, etc
- 19.1 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 Uluru Camper Trailer with Boat Rack fitted. The Uluru can have a small dinghy, inflatable boat, kayak, canoe attached to the approved rack of no more than 3.75 metres in length or 100kg's. Failure to adhere to this clause will forfeit the total Security Bond.

20. Insurance:

- 20.1 The excess payable by the Hirer in the event of damage or loss through accident/fire/theft (including immersion in water) shall be an amount equivalent to the excess payable by SCCTH to its insurer but will not exceed \$2,000.00.

21. Accident, Damages & Liability:

- 21.1 In the event of an accident involving another vehicle the Hirer is required to obtain the name, address, driver's licence number of the other Party involved, also the registration, make, model and colour of the other vehicle, details of any other party involved and the name and address of any witness and forward these details to the Police and SCCTH within 24hrs of any accident occurring.
- 21.2 The Hirer must make a report to Police within 24hrs regarding any accident, malicious damage caused and/or theft of involving the Camper Trailer and/or Camping Equipment:
- 21.3 The Hirer and all parties using any Camper Trailer and/or Hire Equipment whether with or without the express permission of the Hirer, understands and agrees that SCCTH 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 Camping Equipment whether with or without the express permission of the Hirer, also indemnifies SCCTH 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 SCCTH 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 SCCTH 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 SCCTH before, during or after the hire period whether by negligence or otherwise.
- 21.6 The Hirer indemnifies SCCTH against all damage to persons and property in relation to the Hirer's use and control of the Camper Trailer and/or Camping Equipment.
- 21.7 The Hirer understands and agrees that SCCTH is not accountable for any damage or costs incurred to the Hirer as a result of damage to any towing vehicle.
- 21.8 SCCTH 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.

22. Payments:

- 22.1 SCCTH accepts payments in Cash, Personal Cheque, Bank Cheque, Money Order, Direct Deposit (will provide bank details on request) and by Credit Card (Visa & MasterCard).
- 22.2 Payments made by Credit Card will attract a 3% surcharge fee to be added on to the hire fee as specified in the Agreement.
- 22.3 If payment is to be made by Personal Cheque, prior arrangements must be made and if the cheque is dishonoured, a fee of \$30.00 per dishonoured cheque will be added to the hire fee as specified in the terms and Conditions of this Agreement

23. Pricing & Specifications:

- 23.1 Here at SCCTH we are committed to continual improvements to make your period of hire more enjoyable, prices and specifications are subject to change without notice.

STICTLY NO SMOKING INSIDE CAMPER TRAILERS

"Live the dream"