

Hire My Camper Trailer

Terms and Conditions

DEFINITIONS

'Additional Equipment' means the equipment specified in Item 11;

'Bond' has the meaning specified in clause 5;

'Hire Fee' has the meaning specified in clause 3.1;

'Hire Trailer' means the Hire Trailer hired by the Hirer and includes tyres, tools, accessories, and all other equipment, documents or hire items related to the Hire Trailer;

'Hirer' means the person or persons nominated in Item 3;

'Hiring Period' means the period as specified in Item 5 of the Schedule;

'Owner' means Whammo Online Pty Limited (ACN 146 244 653);

'Return Location', in respect of the Hire Trailer, means the return location specified in Item 10 of the Schedule; and

'Terms and Conditions' means the Terms and Conditions set out in this document.

1. Hiring of Hire Trailer

1.1 The Owner shall let on hire and the Hirer shall hire the recreational Hire Trailer for the Hiring Period upon the Terms and Conditions set out in this document.

1.2 The Hiring Period will commence at 9:00am on the first day of hire and expire at 3:00pm on the last day of hire. Hire Trailers must be collected and returned at the times specified. Any returns more than one hour late will be charged a full day's hire as specified in Item 4 of the Schedule.

1.3 The Hirer acknowledges that the Hire Trailer is in good repair and is clean and undertakes to return it in the same condition.

2. Driver and Hirer Eligibility

2.1 A current valid unrestricted driver's licence must be produced by each Hirer. An international driver's licence of the equivalent standard will be acceptable. Photo identification is required for all Hirers.

2.2 The Hirer must authorise the Owner to photocopy or electronically scan the licence produced under clause 2.1 for the records of the Owner.

2.3 The minimum age for Hirers is twenty-one (21) years and the maximum age is seventy-five (75) years.

2.4 The Hirer must not, within the last three (3) years prior to the Hiring Period, have been:

- a) convicted of an offence in relation to driving a motor vehicle under the influence of alcohol or drugs; or
- b) refused nor had any motor vehicle insurance cancelled for any reason.

2.5 Prior to collection of the Hire Trailer the Hirer must, with respect to the motor vehicle used to tow the Hire Trailer, produce:

- a) a valid comprehensive insurance policy for the motor vehicle used to tow the Hire Trailer; and
- b) evidence that a tow bar has been correctly fitted to the motor vehicle and that the towing of the Hire Trailer is within that motor vehicle's design limits specified in its motor vehicle manual.

3. Payment of Charges

3.1 The Hirer shall pay to the Owner, not less than seven (7) days prior to the first day of hire, the Daily Rate specified in Item 4 multiplied by the number of days specified in Item 5 (Hire Fee).

3.2 The deposit paid at the time of booking is deductible from the total amount payable in clause 3.1.

3.3 The day of collection is the first day of the Hiring Period and the day of return is the final day of the Hiring period, irrespective of the hour at which the Hire Trailer is collected or returned.

3.4 The Hirer authorises the Owner to charge to their credit card:

- a) any amount imposed by any government or other authority arising from the Hirer's use of the Hire Trailer (road tolls, National Park entry fees, traffic, parking and speeding fines);
- b) interest at the National Australia Bank standard bank bill rate on all charges due but unpaid from the due date until the date of payment.

4. Bookings

4.1 Peak and Off-Peak Periods are those dates specified in Item 6.

4.2 Bookings will not be taken for a period of less than seven days for all Peak Periods and three days for all Off-Peak Periods.

5. Bond

5.1 Prior to collection of the Hire Trailer, the Hirer shall pay to the Owner the Bond specified in Item 7. The Bond is refundable provided the Hire Trailer is returned on time and the Owner is satisfied that one or more of the following events has not occurred:

- a) Accidental damage to the Hire Trailer whilst on hire;
- b) The Hire Trailer being returned without having been cleaned inside and outside by the Hirer and in what the Owner considers, in its absolute discretion, to be an unclean or unsatisfactory condition;
- c) An accident;

- d) Accessory equipment being lost, stolen or damaged;
- e) A high pressure cleaner being applied to the canvas of the Hire Trailer;
- f) Detergent or an abrasive cleaning tool being applied to the canvas of the Hire Trailer; or
- g) Smoking inside the Hire Trailer or in close proximity to the Hire Trailer.

5.2 If the Hirer fails to comply with clause 5.1, then the Hirer authorises the Owner to deduct from the Bond such amount as is required to make good the non-compliance with clause 5.1. In the event the Bond is insufficient then the Hirer authorises charges be made to their credit card to satisfy the shortfall.

5.3 The Bond must be paid by credit card, which will be refunded onto the same credit card within ten business days from the day the Hire Trailer has been returned.

5.4 The Hirer agrees and authorises that the Owner may store the credit card details at Item 14 and the Hirer warrants that the details entered at Item 14 are true and correct and that they are the lawful owner of the credit card.

6. Deposit

6.1 At the time of booking, the Hirer shall pay to the Owner the deposit specified in Item 8 which will be an amount equivalent to one half of the total Hire Fee.

7. Travel Restrictions

7.1 The Hire Trailer can only be towed or driven on those roads and tracks expressly consented to by The Owner and agreed upon at the time of Booking.

7.2 The Hire Trailer must not be towed or driven;

- a) through flood waters; or
- b) on any roadway or beach where a warning or caution has been issued by the Police or another Government authority.

7.3 The Hire Trailer can only be towed or driven between Queensland and New South Wales. The Hire Trailer is not permitted to be towed or driven in any other State or Territory in Australia.

7.4 The Owner reserves the right to restrict Hire Trailer use in certain areas due to adverse road or weather conditions. These restrictions are at the sole discretion of the Owner and using the Hire Trailer in a manner which contravenes these restrictions constitutes a breach of this clause 7.4.

7.5 The Hire Trailer must not be immersed in, or driven through a depth of water exceeding thirty (30) centimetres.

8. Hire Trailer Use

8.1 The Hirer must not:

- a) allow or permit the Hire Trailer to be used for any illegal purpose, race, contest or performance test of any kind;

- b) allow or permit anyone other than a Hirer as identified in these Terms and Conditions to drive or use the Hire Trailer;
- c) carry a load on the Hire Trailer greater than that specified in Item 12;
- d) use the Hire Trailer when it is damaged or unsafe;
- e) transport or allow any animal inside the Hire Trailer;
- f) allow or permit anyone to smoke in, or in close proximity to, the Hire Trailer;
- g) drive or use the Hire Trailer otherwise than in a cautious and safe manner;
- h) operate or permit the Hire Trailer to be operated in breach of any legislation, rules or laws relating to road traffic and use;
- i) allow or permit a fire of whatsoever nature, including but not limited to, campfires, within a ten (10) metre radius of the Hire Trailer; or
- j) carry fuel on the trailer except when it is carried in the designated fuel holders of the Hire Trailer and in the quantities and manner described in Item 13.

9. Maintenance

9.1 The Hirer must:

- a) operate and maintain the Hire Trailer in accordance with recognized methods and standards for Hire Trailers of its type;
- b) do all things necessary to keep and maintain the Hire Trailer in its current state and condition;
- c) ensure the Hire Trailer's tyres are maintained at the manufacturer's recommended pressure as provided in the Hire Trailer booklet; and
- d) keep the Hire Trailer locked and the keys under the control of the Hirer at all times.

10. Repairs

10.1 The Hirer must not arrange or undertake any repairs or salvage to the Hire Trailer (whether due to accident or breakdown) without the express prior written consent of the Owner except to the extent the repairs or salvage are necessary to prevent further damage to the Hire Trailer or other property. In this event it will be necessary for the Hirer to attempt to contact the Owner by telephone to advise of the steps the Hirer is intending to take and to obtain approval.

10.2 The Owner will only reimburse the Hirer for the cost of repairs or salvage if:

- a) the Hirer keeps and produces to the Owner the original receipts for
the repairs or salvage; and
- b) the Hirer has complied with the provisions of clause 10.1.

11. Compliance with Relevant Laws

11.1 The Hirer undertakes and covenants as follows:

- a) to comply with all relevant laws, regulations, rules and by-laws that may relate to the Hire Trailer or to the use of the Hire Trailer;
- b) to comply with any permit, registration or licensing requirements with respect to expenses that the Owner may incur in the enforcement or protection of the Owner's rights;
- c) promptly give to the Owner notice of any event of default or an event which may constitute a default;
- d) to make the Hire Trailer available for examination and testing by the Owner upon reasonable notice being given by the Owner;
- e) not to do or cause not to do or cause to suffer any act, matter or thing which is likely to endanger the safety or condition of the Hire Trailer;
- f) not to drive under the influence of alcohol or illegal drugs; and
- g) to pay to the Owner on demand any money which the Owner has paid to make good any failure by the Hirer to comply with an obligation under these Terms and Conditions including without limitation, legal costs and expenses that the Owner may incur in the enforcement or protection of the Owner's rights.

12. Infringements and Accidents

12.1 The Owner reserves the right to charge the Hirer for any traffic infringements incurred by the Hirer during the Hiring Period. Any residual fines or costs after the Hiring Period will be re-directed to the Hirer.

12.2 In the event of an accident occurring during the Hiring Period, the Hirer must:

- a) Obtain the names and registration details of third parties and any witnesses to the accident;
- b) Report the accident to the Police immediately; and
- c) Report the accident to the Owner as soon as practicable and not more than forty-eight (48) hours from the time of the accident.

13. Liens and encumbrances

13.1 The Hirer acknowledges that the Owner retains title to the Hire Trailer at all times. The Hirer must not act in a manner which is inconsistent with the Owner's ownership of the Hire Trailer and the Hirer must not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let or hire or otherwise part with or attempt to part with the possession of the Hire Trailer.

14. Risk and Insurance

14.1 The Hirer shall not do anything which might invalidate or prejudice any insurance policy taken out in relation to the Hire Trailer.

14.2 The Hirer shall notify the Owner immediately of any event which leads or may lead to a claim under any insurance policy and shall comply with the instructions of the Owner.

14.3 The Owner shall be entitled to receive and to apply in and towards the repair or replacement of the Hire Trailer any entitlement under any insurance policy or from any other person in respect of damage done to the Hire Trailer.

14.4 To the extent that any moneys received whether under an insurance policy or otherwise are insufficient to pay for the cost of repair or replacement of the Hire Trailer then the Hirer shall be liable to pay the deficiency.

14.5 If the Hire Trailer is lost or stolen or destroyed or damaged to such an extent that the insurance company considers it impractical to repair the Hire Trailer and the parties cannot agree on a replacement for the Hire Trailer then the hiring under these Terms and Conditions shall cease and the Hirer shall pay to the Owner an amount equal to the unpaid balance of the Hire Fee plus any other moneys owing by the Hirer to the Owner in accordance with these Terms and Conditions.

14.6 The above insurance indemnities shall not apply where the damage, injury or loss arises when:

- a) The Hirer was driving under the influence of alcohol or any drug that affects the Hirer's ability to drive the Hire Trailer; or
- b) The Hirer willfully or recklessly damages the Hire Trailer or causes the Hire Trailer to be stolen or lost.

15. Indemnity

15.1 The Hirer agrees to use the Hire Trailer at their own risk.

15.2 The Hirer agrees that the Owner will have no responsibility or liability for any losses or damage pertaining to the Hirer's property.

15.3 To the full extent permitted by law, the Hirer releases, discharges and indemnifies the Owner from all claims and demands on the Owner arising out of any breach of these Terms and Conditions.

15.4 The Owner will not incur any costs regarding reimbursement of accommodation costs or other such costs arising out of failure of the Hire Trailer, either through mechanical breakdown, accidental damage or any other event during the Hire Period

16. Default and termination

16.1 The Owner shall have the right to terminate these Terms and Conditions and take immediate possession of the Hire Trailer if the Hirer breaches any of the terms or conditions of these Terms and Conditions.

16.2 A breach of these Terms and Conditions will result in the Hirer being required to pay:

- a) all costs of returning the Hire Trailer to its original condition or replacement of the Hire Trailer;
- b) the loss of Hire revenue to the Owner;
- c) damage to third party property; and
- d) all costs associated with towing, storage and recovery of the Hire Trailer.

17. Cancellations and Early Returns

17.1 Cancellation fees apply as follows:

- a) a full refund of the deposit is given if the cancellation is made not less than 14 days prior to the Hiring Period; or
- b) a fee equivalent to one half of the Hire Fee will be payable if the cancellation is made within 14 days from the first day of the Hiring Period.

18. Equipment Hire

18.1 In the event Additional Equipment is hired the provisions of clause 18 shall apply.

18.2 Additional Equipment hire charges are payable upon collection of the Hire Trailer.

18.3 Additional Equipment shall be returned on the final day of the Hiring Period, at the same time as the return of the Hire Trailer.

18.4 The Additional Equipment shall be returned in the same condition as when it was hired.

18.5 The Bond amount nominated in Item 7 shall be applicable to any Additional Equipment hired.

18.6 In the event The Owner, in their absolute discretion, deems the Additional Equipment has been damaged, lost, stolen or is in an otherwise unsatisfactory or unclean condition upon return, then the provisions of clause 18.7 will apply.

18.7 The Hirer authorises The Owner to deduct from their Bond such an amount to clean, repair or replace the Additional Equipment and in the event the Bond is insufficient then the Hirer authorises charges be made to their credit card to satisfy the shortfall.

18.8 For items returned in an unclean condition, the amount charged as per clause 18.7 will be calculated at a minimum of fifty (50) dollars per hour required for cleaning.

18.9 The Additional Equipment is to be used in a safe and cautious manner.

18.10 The provisions of clauses 13, 14 and 15 shall apply to any Additional Equipment hired by replacing any reference to Hire Trailer with the words 'Additional Equipment'.

19. General

19.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Australia and all appellate Courts.

19.2 If any term of these Terms and Conditions is legally unenforceable or made inapplicable, it shall be severed or read down, but so as to maintain (as far as possible) all other terms of these Terms and Conditions (unless to do so would change the underlying principal commercial purposes of these Terms and Conditions).

19.3 All notices, requests, demands and other communications under these Terms and Conditions shall be in writing and shall be deemed to have been duly given if delivered in person,

transmitted by facsimile or mailed by post to the address stated in these Terms and Conditions or as varied by written notice.

19.4 The Hirer warrants that all information supplied by them in these Terms and Conditions or in connection with these Terms and Conditions is true and correct.

19.5 Subject to anything to the contrary in these Terms and Conditions, these Terms and Conditions contains all the contractual arrangements of the parties with respect to the transactions to which it relates. It supersedes all earlier conduct by the parties with respect to those transactions.

19.6 The rights and obligations of each party under these Terms and Conditions are personal. They cannot be assigned, charged or otherwise dealt with and no party shall attempt or purport to do so, without the prior written consent of all the parties.

19.7 Time is of the essence under these Terms and Conditions and no indulgence or waiver of its rights under these Terms and Conditions shall constitute a waiver or a release from any breach committed by the Hirer.

19.8 These Terms and Conditions constitute the entire agreement between the parties.

The Hirer hereby acknowledges they have read and understood this document containing the Terms and Conditions of Hire in its entirety and agree to be bound by such Terms and Conditions: