

PREMIER CARAVAN HIRE

Recreational Vehicle (RV)

TERMS & CONDITIONS

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1. DEFINITIONS

In this agreement the following definitions apply

'RENTAL AGREEMENT' means this Caravan/RV Vehicle Rental Agreement including Terms and Conditions

'HIRER' means the party listed as Hirer in the Rental Agreement

'DEPOSIT' means the amount in item 8

'BALANCE DUE' means the amount in item 9

'ADMINISTRATION FEE' means the amount in item 12

'RENTAL CHARGE' means the amount in item 7

'OWNER' means the party listed as the Owner in the Rental Agreement 'Sken Pty Ltd'

'SECURITY BOND' means the amount in item 10

'VEHICLE' means the vehicle described in item 4 or the registered towing motor vehicle

'CARAVAN/RV REPORT' means the report stated in the Rental Agreement

2. INTERPRETATION

In this agreement, unless the context otherwise requires, references to:

- (a) Parts, clauses, subclauses, paragraphs and schedules are to parts, clauses, subclauses, paragraphs and schedules in this deed;
- (b) The singular includes the plural and vice versa;
- (c) Any gender includes all other genders; and
- (d) A person includes a corporation and an association whether incorporated or not.

The clause headings appearing in this deed are inserted for convenience of reference and shall not affect the construction of this deed.

3. AUTHORISED AGENTS

Any person, persons or corporations who sign this agreement on behalf of the Hirer warrant that for the purpose of this agreement they are the duly authorised agent for the hirer. In the event that such person, persons or corporation is not the duly authorised agent of the hirer, then in consideration of this agreement, the person who signs this agreement on behalf of the hirer shall be deemed to be bound by all the terms and conditions of this agreement as if they were the hirer.

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4. RENTAL AGREEMENT

The Hirer must complete the details required in the 'RENTAL AGREEMENT' which forms part of this agreement

5. OFFER AND ACCEPTANCE

The hirer is to provide a signed copy of the 'Rental Agreement' to Premier Caravan Hire which will constitute an offer from the hirer to rent the vehicle which will be open for Premier Caravan Hire to accept, at Premier Caravan Hires sole discretion which may not be unreasonably withheld, by signing the rental agreement.

6. DRIVERS QUALIFICATIONS, LICENSE REQUIRMENTS AND ID

- (a) The Hirer must produce on pick-up the driver's license/s for all persons listed on the Rental Agreement who will be driving the towing vehicle.
- (b) The Hirer warrants he or she is 25 years or older as at the date of signing this agreement.
- (c) The Hirer/s must have a valid Australian driver's license as at the date of signing this agreement and such license must remain valid throughout the term of the hire period as specified in this agreement. The hirer must not be the holder of a restricted, learner's or provisional driver's license.
- (d) Premier Caravan Hire has sole discretion in determining whether a person with a foreign license will be permitted to drive or tow the vehicle.
- (e) Is not under the influence of alcohol or a drug with a blood alcohol content exceeding the amount permitted by law in the jurisdiction in which the vehicle is operated.

7. VEHICLE PICK-UP AND DROP OFF

Vehicle pick-up and drop off must be between the hours shown in item 1. Vehicles must be picked up and dropped off at the location in item 2. Vehicles returned late will be charged a full day rental penalty unless prior arrangement had been agreed upon.

- 7.1 Early Returns: There are no refunds, partial or otherwise, and no future credit accrued as a result of early return of the caravan/RV to the owner.
- 7.2 Unless by mutual agreement pick up will be 2pm and drop off must be before 11am on the return date in this agreement.

8. MINIMUM RENTAL TIME

Minimum rental time is the time specified in item 3.

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9. PAYMENTS

9.1 Hirers Liability for Payment: The Hirer is liable for the following payments;

- (a) Deposit of the rental charge:

Upon execution of this agreement.

- (b) Security Bond and balance of Rental Charge:

7, seven days prior to pick-up of vehicle.

- (c) All cost incurred by the hirer in respect of parking or any other traffic violations during the period of rental:

Charged to the hirer plus a 10% administration per fine whenever the owner becomes aware of such violations.

- (d) Insurance Excess:

In the event of damage by cause other than circumstances described in clause 9.1.e.i

- (e) All costs associated with loss of, or damage to the recreational vehicle (including loss of use) cost of the vehicle, legal expenses, towing and recovery charges where:

- (i) The vehicle is totally or partially immersed in water (regardless of cause).

Within 7, seven days of receipt of repair quotation from a reputable firm.

- (ii) The interior of the vehicle is damaged (regardless of cause)

Within 7, seven days of receipt of repair quotation from a reputable firm.

- (iii) The vehicle is damaged by driving it under or into an object lower than the height of the vehicle.

Within 7, seven days of receipt of repair quotation from a reputable firm.

9.2 Cash Payments:

The bond shall be refunded to the hirer upon return of the vehicle and within one week subject to the Owner's entitlement to retain from the security bond any amount payable pursuant to clause 9.1

10. DAILY HIRE CONDITIONS

Premier Caravan Hire calculates the hire of a vehicle on a per calendar day basis (within depot hours) i.e. irrespective of the time of collection or return within those hours. When calculating the number of days the vehicle is rented the day of pick-up is counted as the first day of rental. The day of drop-off is counted as the final rental day.

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11. RENTAL TIME EXTENSIONS

Rental time extensions or late drop off changes are at the discretion of Premier Caravan Hire and rely entirely on the future demand and availability. Any request for an extension **MUST** be communicated as soon as practicable and possible and must be approved.

12. CANCELLATIONS

Cancellation fees apply as follows:

- (a) If cancelled over 30 days prior to pick up date: Deposit will be forfeited.
- (b) If cancelled within 8-29 days of pick-up date: 50% of full rental charges.
- (c) If cancelled 1-7 days prior to pick-up date: 75% of full rental charges.
- (e) If cancelled on day of pick-up or no show: No refund available.

13. UNAUTHORISED AND PROHIBITED USE

The following persons must not drive the vehicle

- (a) Any person who is not identified on the Rental Agreement
- (b) Any person whose blood alcohol concentration exceeds the lawful percentage.
- (c) Any person whose driver license has been cancelled or suspended
- (e) Any person who is under the influence of illegal or illicit drugs

All insurance cover will be void if any of the above terms are breached.

14. PREMIER CARAVAN HIRES LIABILITY

Premier Caravan Hire will not be liable to the hirer for any loss, damage or inconvenience caused by delayed delivery of the vehicle, or by the vehicle not being as described in any advertisement, or by the vehicle not being suitable for the hirer's purposes. Premier Caravan Hire will not be liable for any loss or inconvenience from change in drop-off location caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, etc, nor for any personal injury or damage to the hirer's property caused thereby.

15. REPRESENTATIONS AND WARRANTIES

15.1 The hirer acknowledges that no representation warranty condition or description either express or implied is or has been made or given by Premier Caravan Hire as to the quality fitness safety or otherwise of the vehicle and that all warranties and conditions whether express or implied are excluded except such conditions and warranties as are implied into this agreement by the *Trade Practices Act 1974*.

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15.2 The hirer acknowledges having inspected the vehicle before signing this agreement and agrees that it is roadworthy, clean and in good condition. The hirer agrees to return the vehicle to Premier Caravan Hire in the same condition except for normal wear and tear.

15.3 The hirer is not permitted to sub-lease or lend the vehicle to any other persons not a party to this agreement.

15.4 The hirer is not permitted to take the vehicle out of Western Australia unless otherwise agreed to by Premier Caravan Hire.

16. OWNERSHIP OF THE VEHICLE

The vehicle shall remain the property of Premier Caravan Hire (Sken Pty Ltd) and the hirer shall not sell or otherwise part with possession of the vehicle.

17. INSURANCE EXCESS LIABILITY

Premier Caravan Hire's insurance policy has an excess in the amount of item 5. The hirer will be responsible for the payment of the excess in respect of any damages, howsoever caused. Recovery of excess payable in the instance of a "no fault" accident is the responsibility of the hirer.

18. MAXIMUM NUMBER OF PASSENGERS

The hirer agrees that the vehicle rented may only be used to carry the maximum number of passengers shown in item 6 or as dictated by licensing authorities.

19. RESTRICTIONS OF OPERATION

The hirer agrees that the vehicle will only be operated according to the restrictions contained in item 11 and will also adhere to the standard restrictions as follows:

- (a) Caravans are to be driven on sealed bitumen roads at all times, failure to do so may result in all or part of your bond being forfeited.
- (b) The towing vehicle must remain within the legal Gross Vehicle Mass and specified legal towing capacity at all times as stipulated by the manufactures specifications and user guide.
- (c) The hirer must observe the maximum West Australian legal speed of a towing vehicle of 100 kilometres per hour or as stipulated by state/territory laws.

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20. VALUABLES

Premier Caravan Hire assumes no liability for valuables left on or stolen from the vehicle and insurance on personal property is the hirer's responsibility.

21. TRANSFERS

Transfers to and from Premier Caravan Hire are not included in the rental price. It is the responsibility of the hirer to arrange transport to and from the pick-up and drop off location.

22. BOOKING CONFIRMATION

Bookings are only confirmed after Premier Caravan Hire receives a copy of this agreement signed by the hirer and the deposit is paid.

23. INDEMINITY

The hirer shall indemnify and keep indemnified Premier Caravan Hire from and against all claims, loss, damages and expenses whatsoever, incurred directly or indirectly by reason of any breach of the agreement, negligence, tortuous act or other wrongdoing by the hirer and without limiting or foregoing, the hirer shall indemnify Premier Caravan Hire specifically for:

- (a) All damage to or loss of the vehicle howsoever arising to the extent to which the same is not recoverable under any policy of insurance;
- (b) 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 or operation of the vehicle;
- (c) The cost of rectifying all tyre damage not attributable to normal wear and tear including but not limited to a puncture;
- (d) The costs of rectification of all under carriage damage;
- (e) The cost of repairing all body damage unless such damage can be attributed to a specific accident on a public road;
- (f) The costs of returning the vehicle to the owner should the vehicle breakdown or be damaged or need towing (regardless of cause);
- (g) The costs of rectification of damages to suspension, chassis, axle, wheels or other damages caused by abnormal use, misuse or abuse of the vehicle;

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- (h) The costs of replacing any missing equipment.

24. TERMINATION

The Agreement may be terminated by Premier Caravan Hire at any time if, in its absolute discretion, it considers that the hirer is a credit risk, the hirer is in breach of the Agreement or in any event on the provision of seven days' notice in writing by Premier Caravan Hire to the hirer. If termination occurs, Premier Caravan Hire is no longer required to place any advertisement on the website and all outstanding sums owed to Premier Caravan Hire by the hirer shall become due and payable immediately.

25. GENERAL

25.1 ENTIRE AGREEMENT

The Agreement is the entire agreement between Premier Caravan Hire and the hirer in respect of its subject matter and all conditions, warranties and terms implied by custom, general law or statute that are not expressly set out in the agreement are excluded to the maximum extent of the law.

25.2 ASSIGNMENT

Premier Caravan Hire may assign any of its rights or obligations under the Agreement to any third party at any time without notice to the hirer. The hirer may not assign any of its obligations under the Agreement without the prior written consent of Premier Caravan Hire.

25.3 FORCE MAJEURE

If for any reason beyond the control of Premier Caravan Hire (including without limitation as a result of fire, flood, blackout, industrial action, theft, sabotage or equipment breakdown) occurring:

- (a) At any time prior to collection of the vehicle or
- (b) During the period of hire for a minimum of three days

Therefore preventing Premier Caravan Hire from completing their obligations under the Agreement, Premier Caravan Hire shall be entitled to delay the performance of the agreement or terminate the Agreement by mutual agreement with the hirer or in absence of such mutual agreement within a reasonable period of time, at their sole discretion and the hirer shall not make any claim for loss or damages respect of such delay or termination.

In the event of these circumstances arising any refund of payments to the hirer shall be on the following basis:

1. prior to collection of vehicle:

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In accordance with clause 12 except where the event giving rise to the application of the clause 25.3 is not due to the hirers default then:

- (i) Deposit Paid
- (ii) Balance of Security bond (if paid)

2. during period of hire:

Balance of rental remaining after termination plus security bond less any claims by Premier Caravan Hire pursuant of this Agreement including reasonable cost of returning the vehicle to the pick-up location.

25.4 WAIVER

No waiver of any right under the Agreement or delay in enforcement or any other indulgence shall affect the rights of a party under the Agreement and all the rights and powers of that party will remain in full force and effect notwithstanding any such waiver, delay or other indulgence.

25.5 NO MERGER

The obligations of the hirer in respect of agreements, consents, covenants, and warranties contained in these terms shall remain in full force and effect and are not extinguished upon termination of the Agreement.

25.6 NO AMENDMENT

The agreement shall not be varied except by a document in writing signed by the parties.

25.7 GOVERNING LAW AND JURISDICTION

The Agreement shall be read and construed according to the law of the State or Territory as executed on page 4 and the parties irrevocably agree that any dispute relating to the Agreement shall be determined in a court of the State or Territory on page 4.

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