

Rental Terms and Conditions

Rental Terms and Conditions

1 Introduction

1.1 Rental Contract

This contract to rent a Caravan from Aussie Caravan Rental (**Rental Contract**) consists of:

1. the agreement (**Rental Agreement**) You have to hire the Caravan from Us; and
2. these rental Terms and Conditions (**Terms and Conditions**).

1.2 Jurisdiction

The Rental Contract is governed by the laws of the state in which the Rental Station is located and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 Australian Consumer Law

The Australian Consumer Law applies to the Rental Contract and it provides You with rights that are not excluded, restricted or modified by the Rental Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.

1.4 Electronic acknowledgement

We use electronic acknowledgement as a means of entry into the Rental Contract. You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

2 Who may tow the Caravan?

IMPORTANT NOTICE

A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 13 for further details.

2.1 Authorised Drivers

Only You or an Authorised Driver can tow the Caravan. Allowing anyone who is not an Authorised Driver to tow the Caravan constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

2.2 Age limits

There is a minimum and maximum age limit for those renting the Caravan. You and any Authorised Driver **must** be at least 21 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

2.3 Licence requirements

1. You and any Authorised Driver **must** also have a valid licence to drive the Towing Vehicle which is:
 1. issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English); and
 2. not subject to any restriction or condition.
2. Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Towing Vehicle.

2.4 Cancelled and suspended licences

The Towing Vehicle **must not** be driven:

1. whilst Your driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or
2. if Your licence has been cancelled or suspended, within three (3) years of the date of the Rental Agreement.

2.5 False information

The Towing Vehicle **must never** be driven by You or any Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

3 Prohibited Use

IMPORTANT NOTICE

A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 13 for further details.

3.1 The Towing Vehicle or Hire Vehicle **must not** be driven by You or any Authorised Driver:

1. whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
2. recklessly or dangerously; or

3. whilst the Caravan is damaged or unsafe.

3.2 You and any Authorised Driver **must not**:

1. fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
2. use the Caravan or hire car:
 1. for any illegal purpose;
 2. to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 3. to carry illegal drugs or substances;
 4. in connection with the motor trade for experiments, tests, trials or demonstration purposes;
 5. to carry any weight or load that exceeds the limits for which the Caravan was designed, constructed, registered or licenced; or
 6. in an unsafe or un-roadworthy condition; or
3. tow the Caravan with a Towing Vehicle that does not comply with the Towing Vehicle's manufacturer's specifications.

3.3 You and any Authorised Driver **must not**:

1. damage the Caravan or hire car deliberately or recklessly or allow anyone else to do so;
2. modify or alter the Caravan or hire car in any way and nothing is to be tied to the Caravan or rental car on the outside or top;
3. sell, rent, lease or dispose of the Caravan or hire car; or
4. register or claim to be entitled to register any interest in the Caravan or hire car under the Personal Property Securities Act 2009.

4 Prohibited areas of use



IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 13 for further details.

4.1 The Caravan or hire car **must never** be towed or driven:

1. on any Unsealed Road **unless** it is a well maintained road and You reasonably consider the condition of the road surface and Your speed of travel will not cause Damage to the Caravan;
2. Off Road;
3. on:
 1. roads that are prone to flooding or are flooded;
 2. beaches, streams, rivers, creeks, dams and floodwaters;
 3. any road where the police or an authority has issued a warning;

4. any road that is closed; or
5. any road where it would be unsafe to drive the Vehicle or tow the Caravan.

4.2 The Caravan **must never** be towed onto any island, **unless** We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

5 Your obligations

IMPORTANT NOTICE

A breach of any of sub-clauses 5.5, 5.6, 5.7 or 5.9 is a Major Breach of the Rental Contract. See clause 13 for further details.

5.1 Booking deposit, Security Bond and Rental Charges

1. A booking deposit of 25% of the booked Rental Charges or \$200, whichever is the larger, is due to secure Your booking. Payments can be made by direct bank deposit using Your Order ID as the payment reference number or by credit card. If paying by credit card a surcharge of 1.75% applies.
2. The Security Bond and the balance of Rental Charges must be paid by cleared funds **no less** than ten (10) days prior to pick up of the Caravan or hire car.
3. The Security Bond will be returned within 7 days of the End of the Rental provided that:
 1. all amounts due to Us under the Rental Contract have been paid;
 2. the Caravan or hire car has been returned to the Rental Station at the date and time set in the Rental Agreement;
 3. the Caravan or hire car is clean and in the same mechanical condition as at the Start of the Rental (except for reasonable wear and tear);
 4. there is no Damage, including to the interior or the awning, (except for reasonable wear and tear) or Third Party Loss;
 5. the equipment supplied with the Caravan or hire car is clean and in the same condition it was in at the Start of Rental, subject to reasonable wear and tear;
 6. the toilet cassette and cavity in the Caravan is free from waste and washed out;
 7. the fire extinguisher supplied with the Caravan and listed in sub-clause 6.1(b) is unused; and
 8. there has not been a Major Breach of the Rental Contract.

5.2 Pre-existing Damage

At the Start of the Rental You **must** inspect the Caravan or hire car to make sure that any pre-existing damage is noted and shown in the Rental Agreement.

5.3 Pets/Smoking – cleaning fees

1. You **must not**:

1. use the Caravan for transporting any pets or animals, except assistance animals, unless specifically approved by Us; or
 2. smoke in the Caravan or hire car and You must prevent/take reasonable steps to prevent other occupants from doing so.
2. At the End of the Rental the Caravan or hire car **must** be returned cleaned inside and out, including the awning and **must** be deodorised from any odours including smoking, including campfire smoke. Any cleaning or deodorising required upon return, will incur a cleaning fee of \$75.00 per hour which will be deducted from the Security Bond.

5.4 Toilet cassette and cavity

Caravans fitted with toilet and shower **must** be returned in the same clean state; all waste material **must** be removed from the toilet cassette and the cavity **must be** cleaned. If You fail to do so, You will incur a \$100.00 disposal fee which will be deducted from the Security Bond.

5.5 Reasonable care

You and any Authorised Driver **must** take reasonable care of the Caravan or hire car by:

1. preventing it from being damaged;
2. making sure it protected from inclement weather;
3. making sure it is not overloaded;
4. not transporting or storing hard or sharp items in the interior of the Caravan or hire car, including eskies, BBQ's and bicycles; and
5. ensuring:
 1. the Caravan is correctly and safely connected to the Towing Vehicle and the safety chains are correctly fitted;
 2. the Towing Vehicle has an electric brake controller fitted and operational at all times during the Rental Period;
 3. the Caravan's tyres are inflated to the recommended PSI;
 4. the Caravan lights are working correctly; and
 5. the coupling lock supplied with the Caravan is fitted when it is unattended.

5.6 Notification of fault

You **must** inform Us immediately if the Caravan or hire car develops any fault during the Rental Period. If You fail to notify Us and continue to use the Caravan or hire car You will be responsible for any Damage or Third Party Loss.

5.7 Unauthorised repairs prohibited

You **must not** let anyone else repair or work on the Caravan or tow vehicle or tow or salvage them without Our prior written authority to do so.

5.8 Authorised repairs

Where We have given You Our prior authority to repair the Caravan or hire car You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

5.9 Staying with the Caravan or hire car after an Accident

You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

5.10 Operating the awning

You **must** take reasonable care in the use and operation of the awning and You are responsible for any damage to the awning as a result of a failure to comply with this condition of use.

6 Equipment Supplied with the Caravan

6.1 At the Start of Rental We will supply:

1. two 8 kilo gas bottles;
2. one 1 kilo fire extinguisher; and
3. equipment as noted on the Rental Agreement.

6.2 You will also be charged replacement costs if any of the equipment listed in sub-clause 1 is missing or not returned in the same condition as at the Start of Rental, subject to fair wear and tear.

7 Damage Cover

7.1 Damage Excess payable

1. Standard Damage Cover is included in the Rental Charges.
2. Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Caravan or hire car, its theft or Third Party Loss but You **must** pay up to the Damage Excess of \$5000 for each Accident or theft claim unless:
 1. You were not at fault; and
 2. the other party was insured and their insurance company accepts liability.

7.2 When is the Damage Excess payable?

Unless You have expressly authorised a charge to Your credit card at an earlier time, an amount up to, but not exceeding, the Damage Excess will be charged to Your credit card:

1. for single vehicle Accidents, after an estimate or tax invoice verifying the amount charged for Damage has been sent to You;
2. if the Caravan or hire car has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Caravan or hire car will be recovered; and
3. for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to You as soon as practicable.

7.3 Claims Administration fee

All Accident, attempted theft and theft claims will incur a claims administration fee of \$100 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

8 Damage Cover Exclusions

8.1 There is no Damage Cover, and You and any Authorised Driver are liable for:

1. Damage or Third Party Loss arising from:
 1. a Major Breach of the Rental Contract; or
 2. the Caravan being towed by any driver who is not an Authorised Driver or who is less than 25 or more than 75 years of age;
2. Overhead Damage;
3. Underbody Damage; and
4. Damage caused by immersion of the Caravan or hire car in water; and
5. damage to the tyres or rims of the Caravan or hire car, other than by normal wear and tear and You must make good all damage to the tyres and rims with the same brand and type as currently fitted.

8.2 There is also no Damage Cover for personal items that are left in or stolen from the Caravan or hire car or for loss or damage to property belonging to or in the custody of:

1. You;
2. any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside; or
3. any relative, friend or associate of an Authorised Driver.

9 Rental Period, costs and charges

9.1 The minimum Rental Period is three (3) days. You may opt to take the van or hire car or both early by mutual agreement if available for preparation. This is at an agreed cost of \$75.00

9.2 The Rental Agreement shows:

1. the Rental Period for which You have hired the Caravan or hire car; and
2. the Rental Charges.

9.3 You **must** return the Caravan or hire car on the date and by the time shown in the Rental Agreement. If You fail to return the Caravan or hire car, We may terminate the Rental Contract and if the location of the Caravan or hire car is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Caravan or hire car as stolen to the Police.

9.4 If the Caravan or hire car is returned to Us early there is no entitlement to a refund.

9.5 Unless You have Our prior approval, if You return the Caravan or hire car:

1. more than two hours after the date and time set for their return in the Rental Agreement, You will be charged one full day's rental and thereafter a further full day's rental at the standard rate for each 24 hour period or part thereof until the Caravan or hire car is returned to Us; or
2. at any time outside Our normal business hours You **must** pay for the daily Rental Charges and all Damage until the Rental Station next opens for business unless We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

9.6 At the End of the Rental

1. You **must** return the Caravan or hire car clean and in the same condition it was in at the Start of the Rental, reasonable wear and tear excepted; unless you choose for us to clean the van on your behalf at a cost of \$150 and
2. pay:
 1. the balance of the Rental Charges (if any);
 2. the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Caravan or hire car has been stolen;
 3. any costs We incur, including extra cleaning costs in reinstating the Caravan or hire car to the same condition it was in at the Start of the Rental, reasonable wear and tear excluded;
 4. for all Damage arising from a Major Breach of the Rental Contract;
 5. for all Overhead Damage;
 6. for all Underbody Damage; and
 7. for any Damage caused by the immersion of the Caravan or hire car in water.

9.7 Credit card authority

If any amount is due to Us, including the Damage Excess, or remains unpaid You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

9.8 Default in payment

If You default in the payment of any moneys owed to Us under the Rental Contract:

1. You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
2. We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
3. You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

10 Cancellation

10.1 Cancellation fees

1. You may cancel Your booking by written notice to Us prior to the Start of the Rental but the following cancellation fees apply:

Notice of cancellation provided by you	Percentage of Rental Charges payable
30 days or more	0%
7 to 29 days	0%
1 to 6 days	25%
On day of pick-up/no show	100%

2. A cancellation is not effective until acknowledged and confirmed by Us.

10.2 COVID-19 cancellations

1. A full refund will be paid to You in the event that Your booking cannot proceed, due to Government imposed travel restrictions which prevent You from traveling to the destination named in Your Booking Form. Examples of Government imposed travel restrictions include:
 1. postcode lockdown for Your residence;
 2. postcode lockdown for Your destination; and
 3. state or territory border closures/restrictions.
2. Full refunds will not be given for personal health concerns or change of mind (standard cancellation policies will apply.)

3. All COVID cancellation requests will be judged independently on the basis of current government travel advice and restrictions publicly available and requests for COVID cancellations will only be considered within 30 days of booking commencement. Acting reasonably, We reserve the right to refuse any request.

11 Breakdowns

11.1 We will provide You with a Caravan or hire car that is of acceptable quality and in good working condition taking into account the age of the Caravan or hire car, but breakdowns do occur. If the Caravan or hire car breaks down during the Rental Period You must contact Us on **0409 259 469** to arrange assistance. We will recover and repair the Caravan or hire car as soon as possible but if it cannot be repaired We will use Our best endeavors to provide a replacement Caravan or hire car where one is available.

11.2 We are not responsible for:

1. tyre and wheel changing;
2. lost keys; or
3. keys locked in the Caravan or hire car.

Extra charges will apply if any of these services are provided at Your request.

11.3 Subject to the Australian Consumer Law, if the Caravan or hire car breaks down We are not responsible for:

1. flights You have missed;
2. holiday plans that are disrupted;
3. loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
4. loss of enjoyment; or
5. consequential or economic loss.

12 Accident reporting

12.1 If You or an Authorised Driver has an Accident or if the Caravan or hire car is stolen You must report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.

12.2 If the Caravan or hire car is stolen or if You or an Authorised Driver has an Accident where:

1. any person is injured;
2. the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
3. the other party appears to be under the influence of drugs or alcohol,

You or the Authorised Driver **must** also report the theft or Accident to the Police.

12.3 If You or an Authorised Driver has an Accident You and the Authorised Driver must:

1. exchange names and addresses, phone numbers and email addresses with the other driver;
2. take a photo of the other driver's licence;
3. take the registration numbers of all vehicles involved;
4. take as many photos as is reasonable showing:
 1. the position of all vehicles before they are moved for towing or salvage;
 2. the Damage to the Caravan or hire car;
 3. the damage to any third party vehicle or property; and
 4. the general area where the Accident occurred, including any road or traffic signs;
5. obtain the names, addresses, phone numbers and email addresses of all witnesses;
6. not make any admission of fault or promised to pay the other party's claim or release the other party from any liability;
7. forward all third party correspondence or court documents to Us within 7 days of receipt; and
8. co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office or any Court hearing.

13 Consequences of a Major Breach of the Rental Contract

13.1 If You or any Authorised Driver:

1. commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Caravan or hire car or Third Party Loss; or
2. tow the Caravan in a reckless manner so that a substantial breach of road safety legislation, has occurred, You and any Authorised Driver:
 1. have no Damage Cover;
 2. are liable for all Damage, theft of the Caravan or hire car and Third Party Loss; and
 3. are liable for and **must** pay any additional costs or expenses We incur as a direct consequence.

13.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Caravan or hire car if a breach of any part of sub-clause 1 has occurred.

14 Privacy

14.1 Personal information

1. We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
2. When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.

3. We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

14.2 Tracking Device

1. A Tracking Device is fitted to the Caravan or hire car to enable Us to track the Caravan or hire car when it is out of Our possession. When You sign the Rental Agreement You are authorising Us to use the Tracking Device to track the Caravan or hire car and record other data relating to its use, until it is returned to Us.
2. You must not tamper with the Tracking Device or remove it from the Caravan or hire car.

15 Definitions and interpretation

15.1 Definitions

In these Terms and Conditions:

Accident means an unintended and unforeseen incident, including:

1. a collision between the Caravan or hire car and another vehicle or object, including animals and roadside infrastructure;
2. rollovers; or
3. a weather event, including hail Damage,

that results in Damage or Third Party Loss.

Authorised Driver means any driver of a Towing Vehicle who is approved by Us to tow the Caravan or hire car and who is recorded on the Rental Agreement prior to the Start of the Rental.

Caravan means the Caravan described in the Rental Agreement and includes its parts, components, accessories and equipment.

Hire Car means vehicle rented from us to you in the rental agreement.

Damage means:

1. any loss or damage to the Caravan or hire car that is not fair wear and tear;
2. towing and salvage costs;
3. assessing fees; and
4. Loss of Use,

and for the removal of doubt, any Damage to the Caravan that makes it or them unroadworthy is **not** fair wear and tear.

Damage Excess means the amount, including GST, up to which You **must** pay Us in the event of an Accident that causes Damage or Third Party Loss or the Caravan has been stolen.

Electronic Acknowledgement means ticking the box “I have read and agree to the website terms and conditions” on the website Booking form.

End of the Rental means the date and time shown in the Rental Agreement or the date and time the Caravan or hire car is returned to Us, whichever is the later.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Caravan or hire car is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach of any of clauses, 2, 3, or 4, or sub-clauses 5.5, 5.6, 5.7, or 5.9, that causes Damage, theft of the Caravan or hire car or Third Party Loss.

Off Road means any area that is neither a sealed nor Unsealed Road and includes, but is not limited to, unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, sand dunes, deserts, rocks, fields and paddocks.

Overhead Damage means:

1. Damage to any part of the Caravan or hire car; or
2. Third Party Loss,

caused by:

1. contact with any part of the Caravan that is within two centimetres of the top of the Caravan with objects overhanging or obstructing its path.
2. objects being placed on the roof of the Caravan or hire car; or
3. You or any person standing or sitting on the roof of the Caravan or hire car.

Rental Charges means the charges payable for renting the Caravan or hire car from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

Rental Station means the location from which the Caravan or hire car is rented, as shown on the Rental Agreement.

Security Bond means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental.

Start of the Rental means the date and time that the rental commences as shown in the Rental Agreement.

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

Towing Vehicle means the Vehicle used to tow the Caravan during the Rental Period.

Tracking Device means a GPS or other device that is fitted to the Caravan or hire car that has electronic tracking capabilities to determine its location.

Underbody Damage means any damage to the Caravan or hire car caused by or resulting from contact between the underside of the Caravan or hire car and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.