



## 1 Offer and Acceptance

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- 1.1 You must provide a signed copy of the completed Hire Contract along with the deposit payment to Outback Caravan Hire which forms acceptance of this Hire Contract. By accepting these terms and conditions of rental (**Terms and Conditions**) that form part of the Hire Contract, You acknowledge full responsibility for the care, security and liability of the goods at all times during the period of Hire, including the mandatory requirements that:
- (a) only Authorised drivers may be in charge of a Towing Vehicle;
  - (b) You must provide Us with the current drivers licence details for all drivers and the registration numbers of every Towing Vehicle;
  - (c) You must not lend or sub-hire to or licence any third party in relation to or otherwise part with possession, custody or control of the Caravans or Camper Trailers; and
  - (d) Our Caravans and Camper Trailers must at all times be towed in a safe manner according to road and weather conditions and in accordance with the road laws and traffic rules and regulations;
- 1.2 We reserve the right to:
- (a) cancel this Hire Contract at any given time if our Terms of Payment are not strictly adhered to by You as per clauses 3.1(a), 3.1(b), 3.1(c); and
  - (b) to refuse or to cancel the hire to any persons whom We in Our absolute and unfettered discretion deem unsuitable, without being required to give specific reasons therefore.
- 1.3 This contract to hire a Caravan or Camper Trailer from Outback Caravan Hire (**Hire Contract**) consists of:
- (a) the agreement (**Hire Agreement**) You have signed to hire the Caravan or Camper Trailer from Us; and
  - (b) these rental Terms and Conditions (**Terms and Conditions**).
- 1.4 The Hire Contract is governed by the laws of the Commonwealth and the state of Victoria and You agree that these courts have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
- 1.5 The Australian Consumer Law applies to the Hire Contract, and it provides You with rights that are not excluded, restricted or modified by the Hire 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.
- 1.6 We may use electronic signatures as a means of entry into the Hire Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Hire Contract.
- 1.7 Bookings are only secured and confirmed upon receipt of the deposit payment to Outback Caravan Hire.

## 2 Prohibited Use

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### IMPORTANT NOTICE

**A breach of any part of this clause 2 is a Major Breach of the Hire Contract. See clause 25 for further details.**

- 2.1 The Towing Vehicle **must not** be driven by You or any Authorised Driver:
- (a) 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;
  - (b) recklessly or dangerously;
  - (c) at a speed in excess of the posted speed limit or 100 kph, whichever is the lesser; or
  - (d) whilst the Caravan or Camper Trailer is damaged or unsafe.
- 2.2 You and any Authorised Driver **must not**:
- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
  - (b) use the Caravan or Camper Trailer:
    - (i) for any illegal purpose;
    - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
    - (iii) to carry illegal drugs or substances;
    - (iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
    - (v) to carry any weight or load that exceeds the limits for which the Caravan or Camper Trailer was designed, constructed, registered or licenced; or
    - (vi) in an unsafe or un-roadworthy condition; or
  - (c) tow the Caravan or Camper Trailer with a Towing Vehicle that does not comply with the Towing Vehicle's manufacturer's specifications.
- 2.3 You and any Authorised Driver **must not**:
- (a) damage the Caravan or Camper Trailer deliberately or recklessly or allow anyone else to do so;
  - (b) modify or alter the Caravan or Camper Trailer in any way and nothing is to be tied to the Caravan or Camper Trailer on the outside or top;
  - (c) sell, rent, lease or dispose of the Caravan or Camper Trailer; or
  - (d) register or claim to be entitled to register any interest in the Caravan or Camper Trailer under the Personal Property Securities Act 2009.

## Terms & Conditions

- 2.4 You and any Authorised Driver must not use the Caravan or Camper Trailer to carry:
- (a) passengers while in transit; or
  - (b) any load that exceeds the limits for which the Caravan or Camper Trailer was designed, constructed, registered or licenced.

### 3 Your Obligations

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#### **IMPORTANT NOTICE**

**A breach of any of clauses 3.4, 3.5, 3.6 or 3.7 is a Major Breach of the Hire Contract. See clause 25 for further details.**

- 3.1 You are liable for the following Terms of Payment:
- (a) the deposit of the Rental Charges which confirms and secures Your booking for the Hire Period and is only refundable according to Our conditions as set out in clause 11;
  - (b) the balance of Hire Charges which is due no less than 14 days prior to pick up unless otherwise agreed by Us in writing;
  - (c) the Security Bond which is due 3 days prior to pick up (clause 7);
  - (d) all costs incurred by You and any Authorised Drivers during the Hire Period in respect of parking, tolls, or any other traffic penalties, fines and infringements whenever Outback Caravan Hire becomes aware of such penalties, fines and infringements;
  - (e) the Damage Excess in the event of Damage (clause 19);
  - (f) all costs associated with loss of, or damage to the Caravan or Camper Trailer (including loss of use) cost of the vehicle, legal expenses, towing and recovery charges where:
    - (i) the Caravan or Camper Trailer is totally or partially immersed in water (regardless of the cause);
    - (ii) the interior of the Caravan or Camper Trailer is damaged (regardless of the cause);
    - (iii) the Caravan or Camper Trailer is damaged by driving it under or into an object lower than the height of the Caravan or Camper Trailer;
    - (iv) the Caravan or Camper Trailer has been abandoned and not returned to the location specified on the Hire Contract and requires retrieval; or
    - (v) the Caravan or Camper Trailer has been seized by a regulatory authority, to secure its release.
  - (g) any costs if there has been a Major Breach (clause 25.1).
- 3.2 At the Start of the Hire You must also inspect the Caravan or Camper Trailer to make sure that any pre-existing damage is noted and shown in the condition report (clause 17).
- 3.3 You and any Authorised Driver must not:
- (a) allow pets or any animals, except accredited or trained assistance animals, inside the Caravan or Camper; or
  - (b) smoke in the Caravan or Camper Trailer and You must prevent any other party from doing so.
- Additional cleaning and deodorising costs must be paid if there is a breach of either of these clauses.
- 3.4 You and any Authorised Driver must make sure that the Caravan or Camper Trailer is locked when not in use or unattended and the keys must be kept in Your possession, or that of any Authorised Driver, at all times and are never left inside the Caravan or Camper Trailer when unattended.
- 3.5 You and any Authorised Driver must take reasonable care of the Caravan or Camper Trailer by:
- (a) preventing it from being damaged;
  - (b) making sure that it is protected from extreme weather conditions;
  - (c) maintaining the tyre pressures;
  - (d) performing maintenance checks of the electric brake system and associated wiring while travelling; and
  - (e) making sure it is not overloaded.
- 3.6 You must inform Us immediately if:
- (a) any type of Damage occurs.
  - (b) You see or become aware of a possible issue with the Caravan or Camper Trailer; or
  - (c) the Caravan or Camper Trailer develops any fault during the Hire Period.
- If You fail to notify Us and continue to use the Caravan or Camper Trailer You will be responsible for any Damage or Third Party Loss.
- 3.7 You must not let anyone else repair or work on the Caravan or Camper Trailer or tow or salvage it without our prior written authority to do so.
- 3.8 Where We have given You Our prior authority to repair the Caravan or Camper Trailer 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 Hire Contract.
- 3.9 You must not leave the Caravan or Camper Trailer unattended following an Accident and before the arrival of a tow or salvage operator.
- 3.10 **Credit card/ debit card authority**

## Terms & Conditions

By signing the Hire Agreement You authorise Us to debit Your credit card within a reasonable time after the End of the Hire for any amount that is due to Us or remains unpaid, including:

- (a) the Hire Charges;
- (b) tolls;
- (c) speeding and traffic fines and infringements;
- (d) fines or charges imposed for parking;
- (e) administrative charges for unpaid tolls, fines or infringements;
- (f) extra cleaning costs;
- (g) refuelling costs; or
- (h) the Damage Excess.

3.11 The Hire Agreement shows:

- (a) the Hire Period for which You have hired the Caravan or Camper Trailer;
- (b) the Hire Charges of the Caravan or Camper Trailer; and
- (c) the Hire Charges for optional extras.

### 4 Who may tow the Caravan or Camper Trailer?

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#### **IMPORTANT NOTICE**

**A breach of any part of this clause 4 is a Major Breach of the Hire Contract. See clause 25 for further details.**

#### 4.1 **Authorised Drivers**

- (a) Only You or an Authorised Driver, who each meet all of the requirements of this clause, can tow the Caravan or Camper Trailer.
- (b) Allowing anyone who is not an Authorised Driver to tow the Caravan or Camper Trailer constitutes a Major Breach of the Hire Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 19 of these Terms and Conditions.

#### 4.2 **Age limits**

- (a) There is a minimum and maximum age limit for those renting the Caravan or Camper Trailer.
- (b) You and any Authorised Driver must be at least 25 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 Hire and it is shown in the Hire Agreement.

#### 4.3 **Licence requirements**

- (a) You and any Authorised Driver **must** also have a valid licence to drive the Towing Vehicle which is:
  - (i) issued in an Australian state or territory; and
  - (ii) not subject to any restriction or condition.
- (b) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Towing Vehicle.

#### 4.4 **Cancelled and suspended licences**

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

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

#### 4.5 **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.

#### 4.6 **Prior insurance history**

The Caravan or Camper Trailer **must not** be towed by You or an Authorised Driver if either You or the Authorised Driver has been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer at any time prior to entering into the Hire Contract.

### 5 **Vehicle Compatibility**

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5.1 It is Your responsibility to ensure the Towing Vehicle's compatibility and loading weights comply with and legally correspond to the Caravan or Camper Trailer. We will not accept any liabilities if loading capacities are breached.

5.2 You will not be permitted to remove the Caravan or Camper Trailer from our premises if Your Towing Vehicle is non-compliant and Your booking will be treated as a 'No show' unless we have another Caravan or Camper Trailer which is suitable for Your Towing Vehicle and is available for Your hire period. If this occurs, You may be charged any additional hire rates which apply to the secondary Caravan or Camper Trailer, but no refund will be provided in any form.

### 6 **Daily Hire Conditions**

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6.1 Outback Caravan Hire calculates the hire rates on a per calendar day basis.

6.2 When calculating the number of days the vehicle is rented, the day of pick-up is counted as the first day of the rental and the day of drop-off is counted as the final rental day.

# Terms & Conditions

## 7 Preauthorisation of the Security Bond

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- 7.1 A Security Bond of \$2,000 is applicable for each Hire Agreement and is due three (3) days prior to collection.
- 7.2 The Security Bond will be in form of a pre-authorisation that will be placed on Your Visa/MasterCard at the Start of the Rental and will be automatically renewed according to the card issuer's policies to ensure it remains current throughout the Rental Period.
- 7.3 You must ensure that during the Rental Period the balance on Your credit card is maintained with a sufficient level of credit to allow the Security Bond to be deducted and if there are insufficient funds for Us to debit the Damage Excess in the event of an Accident or theft claim Your claim for Damage Cover may be declined.
- 7.4 The preauthorisation will not be activated provided that:
- (a) there is no Damage or Third Party Loss;
  - (b) all amounts due to Us under the Hire Contract have been paid; including toll road charges and any fines incurred;
  - (c) the Caravan or Camper Trailer has been returned to the Hire Location at the date and time set in the Hire Agreement;
  - (d) the exterior and interior of the Caravan or Camper Trailer are clean;
  - (e) the Caravan toilet cassette has been fully emptied and cleaned; and
  - (f) there has not been a Major Breach of the Hire Contract,
- 7.5 The Security Bond may also be used to cover additional charges relating to Your booking upon return of the caravan including but not limited to, extending Your booking dates, unsealed road surcharges, cleaning and repair costs along with being used towards any Damage Excess applicable.

## 8 Pick up and Drop Off

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- 8.1 Caravan or Camper Trailer pick-up and drop-off times are shown on Your reservation receipt and must be adhered to, any alterations must be approved by Outback Caravan Hire. Please ensure You keep in contact with Us prior to collection and drop off.
- 8.2 Caravan or Camper Trailers returned late without formal approval will be charged a full day's Hire Charges unless prior arrangement has been made.
- 8.3 Caravan or Camper Trailers not returned to the location specified on the reservation receipt or abandoned caravans will incur additional retrieval costs which will be subtracted from the Security Bond or charged in addition to the Security Bond if such costs exceed the security bond value.
- 8.4 At the End of the Hire You must:
- (a) return the Caravan or Camper Trailer:
    - (i) in the same condition it was in at the Start of the Hire, fair wear and tear excepted; and
    - (ii) fully cleaned inside and out including the fridge, toilet, shower, kitchen and exterior; and
  - (b) pay:
    - (i) any unsealed roads surcharges that were not agreed at the Start of the Hire, if applicable;
    - (ii) the Damage Excess if there is Damage or Third Party Loss or the Caravan or Camper Trailer is stolen;
    - (iii) any cleaning costs under Clause 12 in restoring the Caravan or Camper Trailer to the same condition it was in at the Start of the Hire, fair wear and tear excluded;
    - (iv) for all Damage caused under Clause 20 (Damage Cover Exclusions); and
    - (v) for any lost or damaged items provided with the Caravan or Camper Trailer.

## 9 Early Drop Off

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- 9.1 There will be no refund for early termination of a Hire Contract.
- 9.2 There is no refund available for the unused portion of the rental should the vehicle be returned earlier than the time agreed.

## 10 Hire Time Extensions

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- 10.1 Hire time extensions or drop-off location changes are at the discretion of Outback Caravan Hire and rely entirely on future demand and availability.
- 10.2 Any request for an extension must be communicated as soon as possible and must be approved by Outback Caravan Hire for the extension to apply.

## 11 Cancellations

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Cancellation fees apply to the Hire Contract. If cancelled:

- (a) 30 days or more prior to the pick-up date: 25% of the full rental charges apply;
- (b) between 14 and 29 days of the pick-up date: 50% of the full rental charges apply;
- (c) between 8 and 13 days prior to the pick-up date: 75% of full rental charges apply; or
- (d) 7 days or less prior to the pick-up date or there is a 'no show': no refund applies.

## 12 Cleaning

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- 12.1 The Caravan or Camper Trailer must be cleaned inside and out prior to being returned, this includes emptying and rinsing the toilet cartridge where fitted. Failing to provide the Caravan or Camper Trailer back to Us in a clean and hygienic manner, will result in the following charges being deducted from the Security Bond:

## Terms & Conditions

- (a) \$200 upon failure to clean the toilet cartridge;
  - (b) \$25 upon failure to clean portable BBQ, if provided;
  - (c) \$50 upon failure to clean the shower/toilet;
  - (d) \$75 upon failure to clean the exterior from mud, dust and dirt;
  - (e) \$150 upon failure to clean interior; and
  - (f) \$300 cleaning fee applies to caravan or camper interior affected by smoke, including campfire smoke.
- 12.2 Please refer to the cleaning guidelines found on Our website and in the operating procedures manual located in each Caravan and Camper Trailer.

### 13 Prohibited Areas of Use

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#### IMPORTANT NOTICE

**A breach of any part of clauses 13.1 or 13.2 is a Major Breach of the Hire Contract. See clause 25 for further details.**

#### 13.1 General prohibited areas

The Caravan or Camper Trailer must not be used in any area that is prohibited by Us. Prohibited areas include:

- (a) on any un-named Unsealed Road;
- (b) roads that are prone to flooding or are flooded;
- (c) fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand and deserts;
- (d) in any area where snow has fallen or is likely to fall;
- (e) any road where the police or an authority has issued a warning;
- (f) any road that is closed; and
- (g) any road where it would be unsafe to tow the Caravan or Camper Trailer.

#### 13.2 Specific prohibited areas

The Caravan or Camper Trailer must never be towed or taken:

- (a) along the Gibb River Road, Tanami Road, Great Central Road, Sandy Blight Junction Road, the Canning Stock Route or any other Unsealed Road without written approval from Outback Caravan Hire; or
- (b) on any island off the coast of Australia including, but not limited to, Kangaroo Island, Bruny Island, Fraser Island, Magnetic Island, Groote Eylandt or the Tiwi Islands,

unless We have given Our prior written permission prior to the Start of the Hire and it is noted in the Hire Agreement.

### 14 Unsealed Roads

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#### IMPORTANT NOTICE

**A breach of clause 14.2 is a Major Breach of the Hire Contract. See clause 25 for further details.**

- 14.1 Travelling on Unsealed Roads is only permitted if listed on Your Hire Contract or approved in writing by Us and an Unsealed Road surcharge applies, based upon Your proposed route of travel.
- 14.2 If You are approved to travel on any Unsealed Road You must:
- (a) not exceed 75 kilometres per hour or the posted speed limit, whichever is the lesser;
  - (b) adjust Your speed based on the current weather and road conditions;
  - (c) reduce tyre pressures to suit road conditions, in some cases as low as 25 psi;
  - (d) slow down for all oncoming traffic;
  - (e) give way to any overtaking vehicle;
  - (f) not overtake any vehicle; and
  - (g) allow extra time to clean the Caravan or Camper Trailer prior to return.
- 14.3 If You tow a Caravan or Camper Trailer on any Unsealed Road for more than 25 kilometres where Your Hire Contract does not include the Unsealed Road surcharge, additional charges will be applied immediately We detect the use of the Caravan or Camper Trailer on an Unsealed Road (see GPS Tracking in clause 15). These charges are payable immediately because of the unauthorised use.
- 14.4 If You tow the Caravan or Camper Trailer on an Unsealed Road:
- (a) which is prohibited by clauses 13.1(a) and 14.1;
  - (b) in breach of clause 14.2;
  - (c) where approval would have been refused had you requested to tow the Caravan or Camper Trailer on that Unsealed Road at the Start of the Hire; or
  - (d) at a speed that exceeds the posted speed limit or 75 kph, whichever is the lesser,
- Damage Cover is excluded and You will be liable for all Damage to the Caravan or Camper Trailer and any Third Party Loss.

# Terms & Conditions

## 15 GPS Tracking

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### IMPORTANT NOTICE

**A breach of clause 15.3 is a Major Breach of the Hire Contract. See clause 25 for further details.**

- 15.1 All Caravans and Camper Trailers contain GPS Tracking Devices which monitor location and speed.
- 15.2 When You sign the Hire Agreement You are authorising Us to use the GPS Tracking Device to track the Caravan and record other data relating to its use, until it is returned to Us.
- 15.3 The removal, disabling or otherwise modification of the fitted GPS Tracking Device is strictly forbidden under any circumstances and will result in any Damage Cover being excluded and forfeiture of Security Bond amounts paid.

## 16 Representations and Warranties

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You acknowledge that You:

- (a) will use the Caravan or Camper Trailer only as a holiday home for no more people than the maximum occupancy stated in the Hire Contract and will not operate a business from the Caravan or Camper Trailer or use it for any improper, immoral or illegal purpose;
- (b) are required to exercise due care when using the Caravan or Camper Trailer and are required to use the Caravan or Camper Trailer in accordance with the manufacturer's instructions, or other instructions provided by Outback Caravan Hire; and
- (c) whenever the Caravan or Camper Trailer is left unattended, You will fasten all locks to all doors and windows and activate any fitted/supplied security devices, to minimize or prevent unauthorised access to, or theft of, the Caravan or Camper Trailer.

## 17 Condition Reports and Inspection

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- 17.1 We will provide You with a Caravan or Camper Trailer that is of acceptable quality and in good working condition taking into account the age of the Caravan or Camper Trailer.
- 17.2 At pick-up of the Caravan, Outback Caravan Hire will carry out an inspection of the Caravan or Camper Trailer and document the condition in the Condition Report whilst in Your presence. You must approve, or otherwise, the Condition Report and upon Your approval of the Condition Report it will be signed by both parties after which Outback Caravan Hire will provide a signed duplicate copy thereof, at Your request.
- 17.3 If the parties cannot agree on the Condition Report, or if You do not accept the Condition Report, the rental of the Caravan or Camper Trailer will not proceed and this Hire Contract, if commenced, will immediately be terminated.
- 17.4 We are also not responsible for:
  - (a) Damage as a result of misuse;
  - (b) damaged or flat battery caused by additional loads You placed on the caravan or camper trailer;
  - (c) tyre changing or tyre repair;
  - (d) lost keys; or
  - (e) keys or other devices locked in the Caravan or Camper Trailer.
- 17.5 On drop-off, Outback Caravan Hire will:
  - (a) inspect the interior and exterior of the Caravan or Camper Trailer and compare its condition to that contained in the Condition Report agreed between the parties at the Start of the Hire; and
  - (b) inspect the inventory to ensure that all items are accounted for and in good repair.
- 17.6 If the condition of the Caravan or Camper Trailer is not in accordance with the Condition Report, or some of the items on the inventory are missing are damaged, Outback Caravan Hire may deduct from the Security Deposit an amount estimated to restore the Caravan (or Camper Trailer) and/or the inventory to its pre-hire commencement date condition. This inspection will be carried out within 72 hours of the Caravan or Camper Trailer being returned.

## 18 Ownership

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- 18.1 You have no right to, or interest in, the Caravan or Camper Trailer other than as a bailee and You must not endeavour to obtain any other right or interest by Yourself or Your nominee.
- 18.2 You acknowledge that:
  - (a) the Hire Contract may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Caravan or Camper Trailer;
  - (b) We have a Security Interest in the Caravan or Camper Trailer and the Caravan or Camper Trailer will at all times remain subject to that Security Interest; and
  - (c) We may register the Security Interest on the Personal Property Securities Register.

## 19 Damage Cover

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- 19.1 **Damage Excess payable**
  - (a) Standard Damage Cover is included in the Hire Charges.
  - (b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Caravan or Camper Trailer, its theft or Third Party Loss but You **must** pay up to the Damage Excess of \$5,000 for each Accident or theft claim **unless**:
    - (i) You have fully completed an Incident Report Form with:



## Terms & Conditions

- (A) the name, residential address, contact phone and licence number of any person involved (**Third Party**);
  - (B) the registration number of all vehicles involved;
  - (C) an accurate written and diagrammatic description of the Accident and location; and
  - (D) the names and addresses of all attending police officers and the stations at which they are based;
- (ii) We agree You were not at fault; and
  - (iii) the other party was insured and their insurance company accepts liability.

### 19.2 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:

- (a) for Accidents where the only Damage is to the Caravan or Camper Trailer, after an estimate or tax invoice verifying the amount charged for Damage has been sent to You;
- (b) if the Caravan or Camper Trailer has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Caravan or Camper Trailer will be recovered; and
- (c) 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.

### 19.3 Damage Cover Excess reduction

You may reduce the Damage Excess from \$5,000 to \$2,000 by paying an additional daily fee.

### 19.4 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.

## 20 Damage Cover Exclusions

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

- (a) Damage or Third Party Loss arising from:
  - (i) a Major Breach of the Hire Contract; or
  - (ii) the use of the Caravan or Camper Trailer by any driver who is not an Authorised Driver;
- (b) Damage caused by immersion of the Caravan or Camper Trailer in water;
- (c) Damage caused by driving under or into a height marked object lower than the height of the Caravan or Camper Trailer;
- (d) Damage caused by any object or obstruction, including posts or trees within private property or performing a parking manoeuvre.
- (e) tyre damage not attributable to normal wear and tear; and
- (f) Damage caused due the Caravan or Camper Trailer being abandoned and not returned to the Hire Location.

20.2 There is no Damage Cover for:

- (a) Damage to the interior, regardless of the cause;
- (b) undercarriage damage where Our GPS Tracking Device records show evidence of speeds exceeding 75 kph on any Unsealed Road You have travelled on during Your Hire Period; and
- (c) stone chip damage to the Caravan or Camper Trailer where Our GPS Tracking Device records show evidence of speeds exceeding 75 kph on any Unsealed Road You have travelled on during the Hire Period.

20.3 There is also no Damage Cover for:

- (a) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS Tracking Device, lost keys, TV, remote control devices, stone guards; or any injury, loss or damage to goods or property carried in the Caravan or Camper Trailer and You agree to fully indemnify Us for any injury, loss or damage that occurs during the Hire Period;
- (b) personal items or valuable that are left in or stolen from the Caravan or Camper Trailer; or
- (c) loss or damage to property belonging to or in the custody of:
  - (i) You;
  - (ii) any relative, friend or associate of Yours;
  - (iii) any relative, friend or associate of an Authorised Driver; or

20.4 Damage Cover does not cover driver recklessness, misuse or other such conduct which may result in any type of damage.

## 21 Transfers

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Transfers to and from Outback Caravan Hire are not included in the rental price. It is Your responsibility to arrange transport to and from the Pickup / Drop Off locations unless otherwise agreed in writing.

## 22 Default and Consequences of Default

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22.1 A default event occurs under this Hire Contract if:

## Terms & Conditions

- (a) You fail to make any payment due under the terms of this Hire Contract for a period of two (2) days from the due date thereof;
  - (b) You have provided false or misleading information or documentation pertaining to this Hire Contract;
  - (c) You fail to drop-off the Caravan or Camper Trailer to Outback Caravan Hire at the End of the Hire (subject to clauses 9 and 10); or
  - (d) You become bankrupt or insolvent, are unable to pay Your debts when they are due and payable or an administrator, official manager, receiver or liquidator has been appointed over You or Your assets.
- 22.2 Outback Caravan Hire may, acting reasonably, terminate this Hire Contract upon the occurrence of a default event listed in clause 22.1 by giving You a written notice (inclusive of electronic means).
- 22.3 Upon receipt of a written notice of termination under clause 22.1, You must immediately drop-off the Caravan or Camper Trailer to Outback Caravan Hire and pay:
- (a) all outstanding Hire Payments;
  - (b) the early termination payment calculated as at the drop-off date; and
  - (c) any other amounts payable by You under this Hire Contract.
- 22.4 Upon a default event under clause 22.1, Outback Caravan Hire may, acting reasonably, and without giving You notice, remove the Caravan or Camper Trailer and without using unreasonable force or causing damage, may enter upon Your private property for that purpose.

### 23 Force Majeure

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- 23.1 If for any reason beyond the control of Outback Caravan Hire (including without limitation as a result of fire, flood, blackout, industrial action, theft, sabotage or equipment breakdown) occurring:
- (a) at anytime prior to collection of the Caravan or Camper Trailer; or
  - (b) during the Hire Period of hire for a minimum of three days,
- preventing Outback Caravan Hire from completing its obligations under this Hire Contract, Outback Caravan Hire shall be entitled to delay the performance of the Hire Contract or terminate the Hire Contract by mutual agreement with You or in the absence of such mutual agreement within a reasonable period of time, at their sole discretion acting reasonably.
- 23.2 In the event of these circumstances arising any refund of payments to You shall be on the following basis:
- (a) prior to collection of the Caravan or Camper Trailer:
    - (i) in accordance with provisions of Clause 11, except where the event giving rise to the application of this clause 23 is not due to Your default, then:
    - (ii) the deposit paid;
    - (iii) the balance of the Security Bond (if paid)
  - (b) during the Hire Period: the balance of rental remaining after termination plus the Security Bond, less any claims by Outback Caravan Hire pursuant of the Hire Contract, including the reasonable cost of returning the Caravan or Camper Trailer to the pickup location.

### 24 Accident Reporting

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#### **IMPORTANT NOTICE**

**A breach of any part of this clause 24 is a Major Breach of the Hire Contract. See clause 25 for further details.**

- 24.1 If You or an Authorised Driver has an Accident or if the Caravan or Camper Trailer 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.
- 24.2 If You or an Authorised Driver has an Accident You and the Authorised Driver must:
- (a) notify us within 24hrs;
  - (b) obtain the registration, make, model and colour of the other vehicle(s);
  - (c) obtain the name, address, contact numbers and drivers licence details of the other drive;
  - (d) take as many photos as is reasonable showing:
    - (i) the position of the Caravan or Camper Trailers before they are moved for towing or salvage;
    - (ii) the damage to the Caravan or Camper Trailer;
    - (iii) the damage to any third party vehicle, caravan or camper trailer or property; and
    - (iv) the general area where the Accident occurred, including any road or traffic signs;
  - (e) obtain the names, contact numbers and addresses of any witnesses;
  - (f) forward all third party correspondence or court documents to Us within 7 days of receipt; and
  - (g) co-operate with Us in the prosecution of any legal proceedings that We may institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:
    - (i) Our lawyer's office; or
    - (ii) any Court hearing.
- 24.3 If the Caravan or Camper Trailer is stolen or if You or an Authorised Driver of the Caravan or Camper Trailer has an Accident where:
- (a) any person is injured;



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- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
  - (c) the other party appears to be under the influence of drugs or alcohol,
- then You or the Authorised Driver must report the theft or Accident to the Police.

24.4 If You or an Authorised Driver has an Accident, You and the Authorised Driver must not:

- (a) make any admission of fault;
- (b) promise to pay the other party's claim; or
- (c) release the other party from any liability;

## 25 Major Breach of the Hire Contract and termination

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### 25.1 Major Breach

You commit a Major Breach of the Hire Contract if there is a breach of any of the following:

- (a) clauses:
  - (i) 2 (Prohibited Use);
  - (ii) 3.4 (Caravan or Camper Trailer must be locked when not attended);
  - (iii) 3.5 (reasonable care);
  - (iv) 3.6 (informing Us of Damage);
  - (v) 3.7 (unauthorised repair);
  - (vi) 4 (who may tow the Caravan or Camper Trailer);
  - (vii) 13.1 or 13.2 (prohibited areas of use)
  - (viii) 14.2 (Unsealed Road use);that causes Damage, theft of the Caravan or Camper Trailer or Third Party Loss;
- (b) clause 24 (Accident reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or
- (c) clause 15.3 (removal of the Tracking Device).

### 25.2 No Damage Cover

If You or any Authorised Driver:

- (a) commit a Major Breach of the Hire Contract; or
- (b) tow the Caravan or Camper Trailer in a reckless manner so that a substantial breach of road safety legislation has occurred,

You and any Authorised Driver:

- (i) have no Damage Cover;
- (ii) are liable for all Damage, theft of the Caravan or Camper Trailer and Third Party Loss; and
- (iii) are liable for and **must** pay any additional costs or expenses We incur in recovering the Caravan or Camper Trailer.

### 25.3 Termination and repossession

Acting reasonably, We may terminate the Hire Contract and take immediate possession of the Caravan or Camper Trailer if:

- (a) there has been a Major Breach; or
- (b) there has been a breach of clause 25.2(b).

## 26 Breakdown

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26.1 You must inform Us of a breakdown involving the mechanical or electrical condition of the Caravan or Camper Trailer as soon as practicable.

26.2 Subject to the Australian Consumer Law, if the Caravan or Camper Trailer breaks down We are not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (d) loss of enjoyment; or
- (e) consequential or economic loss.

## 27 Definitions

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**Accident** means an unintended and unforeseen incident, including:

- (a) a collision between the Caravan or Camper Trailer and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; or
- (c) a weather event, including hail Damage, that results in Damage or Third Party Loss.

**Authorised Driver** means any driver towing the Caravan or Camper Trailer who is approved by Us and who is recorded on the Hire Agreement prior to the Start of the Hire.

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**Caravan or Camper Trailer** means the Caravan or Camper Trailer described in the Hire Agreement and includes its parts, components and accessories, including the GPS Tracking Device.

**Damage** means:

- (a) any loss or damage to the Caravan or Camper Trailer including its parts, components and accessories, including the GPS Tracking Device, the repair of which would return the Caravan or Camper Trailer to its pre-accident condition and which is not fair wear and tear;
- (b) towing and salvage costs
- (c) assessing fees;
- (d) claims administration fee; and
- (e) Loss of Use,

and for the removal of doubt, any Damage to the braking system, lights or tyres that makes the Caravan or Camper Trailer 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 or attempted theft that causes Damage or Third Party Loss or the Caravan or Camper Trailer has been stolen and not recovered.

**End of the Hire** means the date and time shown in the Hire Agreement or the date and time the Caravan or Camper Trailer is returned to Us, whichever is the latter.

**GPS Tracking Device** means a GPS or other device that is fitted to the Caravan or Camper Trailer that has electronic tracking capabilities to determine its location and other data including speed and location.

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

**Hire Location** means the location from which the Caravan or Camper Trailer is rented, as shown on the Hire Agreement.

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

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

**Major Breach or Breached** means a breach of clause 25.1.

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

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

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

**Towing Vehicle** means the Vehicle used to tow the Caravan during the Hire Period.

**Unsealed Road** means a named road, other than a road that is undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

**We, Us, Our,** means The Outback Group Pty Ltd trading as Outback Caravan Hire ABN 66 806 327 808

**You, Your** means the person, whether it is an individual, a firm or company or government agency that rents the Caravan or Camper Trailer from Us and whose name is shown in the Hire Agreement.