

# GC Caravan for Hire Pty Ltd – Terms and Conditions of Hire

## 1. Definitions

**Agreement** means the Rental Agreement and these Terms and Conditions of Hire.

**Caravan** shall mean Caravan supplied by GC Caravan for Hire and includes all accessories, tools, tyres, other goods and extra hire items as agreed between the Hirer and GC Caravan for Hire to be included in the price.

**Deposit** means the deposit calculated pursuant to clause 3.

**Designated Address** means 1 Tomah Street, Pacific Pines, QLD 4211.

**GC Caravan for Hire** shall mean GC Caravan for Hire Pty Ltd ABN 24 615 553 789, its successors and assigns or any person acting on behalf of the company.

**Hire** means the Agreement between GC Caravan for Hire and the Hire for use of the Caravan on the number of calendar days from Hire Commencement Date to Termination Date.

**Hire Commencement Date** means 9 am on the date agreed between the parties for the Caravan to be picked up by the Hirer.

**Hire Term** means the period commencing on the Hire Commencement Date and ending on the Termination Date.

**Hirer** means any person who contracts with GC Caravan for Hire to hire the Caravan.

**Late Fee** means the fee of \$75.00 for each hour after 4:00pm on the Termination Date that the Caravan is not returned to the Designated Address by the Hirer. Should the Hirer fail to return the Caravan on Termination Date a late fee of \$400 per 24 hour period or part thereof, shall be charged, until the actual return of the Caravan.

**Non Peak Season** means the period that is not the Peak Season.

**Peak Season** means the following:

- a) Easter public holidays;
- b) Queensland Gazetted school holidays; and
- c) The Period from 1 December until 31 January.

**Price** shall mean the price payable for the Caravan as agreed between GC Caravan for Hire and the Hirer in accordance with clause 5 of this Agreement.

**Security Bond** means a bond of \$1,000.00, which is fully refundable unless a Security Bond Charge Event occurs.

**Security Bond Charge Event** means costs incurred, or time spent, by GC Caravan for Hire due to events such as:

- a) Damage to the Goods that are deemed by GC Caravan for Hire in its sole discretion to have been caused by the Hirer;
- b) non-claimable, uninsurable events, repairs or replacements caused by the Hirer throughout the Hire Term;
- c) Additional cleaning of Caravan that is deemed by GC Caravan for Hire in its sole discretion to be required, including the emptying of any toilet canisters;
- d) Refilling of any gas bottles;
- e) Any failure to return the Caravan to the Designated Address;
- f) Any afterhours call outs; and
- g) Replacing items in the first aid kit.
- h) Administration fee to process a Statutory Declaration should a 'non payment of toll fees' notice or traffic infringement notice is received by GC Caravan for Hire in relation to the hire.

**Termination Date** means 4:00pm on the date the Hire Term expires.

## 2. Hirer Requirements

Each Hirer must be over 25 years of age as and under 75 years of age at the date of this agreement.

Only the person or persons named as hirer are permitted to drive the vehicle towing the hired item; Throughout the period of hire each hirer is to be the holder of a valid drivers licence (excluding a learners, provisional or restricted licence) which licence is recognised by authorities as enabling each hirer to drive the vehicle towing the item hired, with no previous driving convictions or have been refused insurance at any time;

At the time of signing the offer to hire each hirer must produce to the owner two (2) forms of identification documents one of which is to include a photograph and current residential address with respect to each hirer. The owner is authorised to take and retain copies of the identification documents;

Prior to the commencement of hire the hirer must produce to the owner such documentation as is necessary to satisfy the owner that the hirer has comprehensive insurance for the towing vehicle, and that the towing vehicle has current registration. The owner is authorised to take and retain copies of the registration and insurance documents;

The hirer agrees that only the towing vehicle noted above is the only permitted vehicle to be used for the towing of the caravan during the hire period. Please note the weight (tare and tow ball) weights of the caravan, and that these comply with the capabilities of the towing vehicle. Should the towing vehicle not have the capability to comply with these weights, the rental will be refused and full cancellation costs will apply.

The Hirer agrees that the Caravan is the sole property of GC Caravan for Hire, and shall not sell, lend, or sub let or sub-lease any property of GC Caravan for Hire.

The Hirer is required to follow the Caravan instructions as shown by GC Caravan for Hire, and is required to demonstrate the correct procedures for setting up and putting down of the Caravan, before leaving the Designated Address.

The Hirer warrants the information contained in the items schedule concerning the Hirer is true and correct.

### 3. Deposits and Payment Terms

A deposit of 25% is required at the time of booking, to ensure that the Caravan is secured, where the booking is more than 21 days from the Hire Commencement Date the balance is payable no less than 21 days prior to the Hire Commencement Date

Where the hire is booked within 21 days of the Hire commencement Date, but less than 7 days from the Hire commencement date a deposit of 33% is required at the time of booking, with the balance payable no less than 7 days prior to the Hire Commencement Date.

Where the hire booked within 7 days of the Hire Commencement date the full amount of the hire is payable to secure the booking.

If a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a Hirer.

The following credit or debit cards will be accepted: Visa Card, MasterCard and American Express. A non-refundable 1.4% administration fee will apply to all Visa and MasterCard transactions. Credit and debit card administration fees also apply to debited vehicle security deposits. Only the Hirer's credit card is acceptable to use for the purpose of the Vehicle Security Deposit.

When payment is made by credit or debit card, the Hirer agrees that:

- a) GC Caravan for Hire is irrevocably authorised to complete any documentation and to take any other action to recover from the Hirer's credit or debit card issuer all amounts due by the Hirer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a Third Party and all other additional charges as they are incurred including all parking and traffic infringement penalties, road toll fines and associated administration costs;
- b) The Hirer will not dispute his/her liability to GC Caravan for Hire for any amount properly due under this Agreement and the Hirer shall indemnify and keep indemnified GC Caravan for Hire against any loss incurred (including legal costs) by reason of notifying the Hirer's credit or debit card issuer of such dispute;
- c) In the event that GC Caravan for Hire elect to accept payment of the Vehicle Security Deposit by holding a signed and authorised open debit or credit card voucher which is returned to the Hirer at the completion of the Rental Period, the Hirer agrees that GC Caravan for Hire is entitled to recover payment from the Hirer's credit or debit card issuer pursuant to paragraph (a) in respect of any amounts

due which were not known at the time of return of the voucher; and

- d) GC Caravan for Hire may process credit or debit card charges pertaining to the rental after the hire period.

The Hirer acknowledges that all transactions under this Agreement are conducted in Australian dollars. Due to exchange rate fluctuations and bank fees, there could be some variance between the amount initially debited against the Hirer's credit or debit card and the amount refunded. GC Caravan for Hire accepts no liability for any such variation.

### 4. Security bond

A security bond of \$1,000 is required to be paid 3 days prior to the pickup of the caravan, and will be refundable in full within 5 business days of the Termination date of the hire should there be no Security Bond Charge Events.

In situations where the sum required to rectify the Security Bond Charge Event exceeds the bond held, GC Caravan For Hire reserves the right to claim from the Hirer any further sum required to rectify this amount, such amount is immediately due and payable.

### 5. Refunds and Cancellations

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply. Cancellation fees apply as follows:

- a) If the Hire is cancelled over 30 days prior to pick-up date: 10% of the full rental charges.
- b) If the Hire is cancelled within 7 to 29 days of pick-up date: 50% of the full rental charges.
- c) If the Hire is cancelled 1 to 6 days prior to pick-up date: 75% of full rental charges.
- d) If the Hire is cancelled on the day of pick-up, no show or unsuitable tow vehicle: No refund available
- e) If the Caravan is returned early for any reason whatsoever: No refund available

GC Caravan for Hire required written confirmation for any cancellation or changes to the relevant booking.

If the Caravan that was to be hired are not available at the Hire Commencement Date for reasons outside GC Caravan for Hire's control, GC Caravan for Hire will seek to provide a similar Caravan to the Hirer or if one is not available will refund any Deposit that has been paid and shall be under no further liability to the Hirer.

### 6. Hire Duration

Hire days are calculated on a calendar day basis. When calculating the number of days the Caravan is hired, the day of pick-up is counted as day one of the Hire, regardless of pick-up time. The day of the Caravan's return is counted as the final day of the rental regardless of drop-off time.

Minimum rental period is 3 days with the following exceptions; Collection dates between 1 December and 31 January which have a minimum hire requirement of 14 days, unless prior

consent from GC Caravan for Hire. Rentals over all other school holiday periods have a minimum hire requirement of 7 days. Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.

Late pick-up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

## **7. Cleaning and Maintenance**

It is the responsibility of the customer to return the vehicle in the same condition inside and out as the first day hire. GC Caravan for Hire supplies adequate cleaning equipment to ensure the vans can be cleaned upon return. Any excessive cleaning needed from GC Caravan for Hire will result in a cleaning fee taken from the Security bond at \$77 per hour, (\$250 maximum)

Where applicable, the toilet cassette must be emptied before return and the fridge and stove cleaned. Failure to do so may result in a cleaning fee of \$110 being taken from the bond.

During a longer duration hire period of more than 2 weeks it may be necessary to clean the front of the van from bug and road grime with the hose and brush supplied. Do not use any cleaning products that can harm the outside of the vehicle. (Do not use gurney/pressure hose at any time)

Ensure all equipment is stowed in their correct manner with the covers supplied.

The customer is responsible for checking wheel nuts and tyre treads on a regular basis and wheel nuts should be tightened every 1000 kilometres.

There is a Gas recharge fee of \$16 on all van rentals

## **8. Accident and Damage**

In the event of an accident the customer must obtain the registration number of the other vehicles, names and addresses, insurance details, driver's license details, contact numbers of third parties and any witnesses. The Hirer must then contact the police and fill in a full report and contact GC Caravan for Hire immediately. Do not move the vehicle if it is unsafe.

The Hirer must report to the police any theft, accident or damage of any GC Caravan for Hire property caused by a third party during the hire period, and contact GC Caravan for Hire immediately.

In the case of a breakdown, the liability is that of the Hirer and it is the Hirer's responsibility to ensure that the vehicle and its equipment are safe and secure.

The Hirer shall not be liable for normal wear and tear but will be liable for any damage caused including missing, lost or replaced items, all of which will be deducted from the bond.

In a case where the amount of damage or replacement cost exceeds the bond already held by GC Caravan for Hire, the Hirer shall be responsible for paying any additional amounts which

will be charged against the credit card number as supplied for the bond.

The Hirer agrees that GC Caravan for Hire shall not be responsible for the Hirer, or in any way be liable for any costs, thefts, personal or property damages, or claims from the Hirer. GC Caravan for Hire also recommends the Hirer takes out their own travel insurance.

Do not leave awning out in wet and windy conditions whilst unattended as awnings and annexes are not covered by insurance and shall be the responsibility of the Hirer. All damage and costs during the hire period shall be covered by the Hirer. (see clause 9)

The Hirer is responsible for replacing punctured, blown or shredded tyres at their own expense and must replace with the same make and model (i.e. no re-tread).

Please ensure that all drawers and cupboards are secure and that no Items are left on the interior floor whilst travelling, as this may cause damage. If applicable make sure TV is secure or is packed safely away.

## **9. Conditions of Use**

Pickup and return of the Caravan shall take place at the designated address, unless agreed to in writing prior to the hire by GC Caravan for Hire.

The Caravan must be towed, operated and used in a cautious and prudent manner in accordance with manufacturer's specifications and in conditions which are suitable for the towing of the hired item.

The Caravan shall only be towed on sealed/bitumen roads.

The Caravan must not be driven on roads designated unlawful or unsuitable for towing caravans. Excluded roads include the Simpson Desert, Strzelecki Track, Gunbarrel Highway, Cape York, the Bungle Bungles, Oodnadatta Track, Birdsville Track, Tanami Track, the Plenty Highway, Gibb River Road, Burke Development Road from Chillagoe to Normanton, Savannah Way from Normanton to Borroloola, Fraser Island, Finke Road (between Alice Springs and Oodnadatta), Central Arnhem Road and Arnhem Land in general, Canning Stock Route, the Old Gunbarrel Hwy, the Lost City in Litchfield Park, the Telegraph section of the road to Cape York, Boggy Hole (Finke Gorge National Park) and the Old South Road from Maryvale to Finke at any time and any other roads or areas as notified by the owner on reasonable grounds.

The caravan must not be driven on a beach, dirt roads or in fresh or salt water or below high water mark.

The towing vehicle must use the braking mechanisms supplied with the caravan.

The towing vehicle must at all times when towing comply with towing capacity specifications and all regulations and laws relating to the driving of vehicles and towing including the compliance with drug and alcohol laws.

To comply with all laws relating to and ensure that all indicator brake reverse and other lighting are operational.

The Hirer must rectify any fault with respect to lighting and or brakes before continuing with any travel.

If the caravan becomes unsafe it is not to be towed any further and the fault is to be immediately reported to GC Caravan for Hire.

The hirer must not sublease or otherwise lend or part with possession of the caravan.

The hirer must pay for all legal infringements and tolls incurred during the hire period and if required reimburse the owner for any expenditure paid by the owner in this regard.

The Hirer must keep the caravan locked and secured at all times it is unattended. When unattended and unhitched the Hirer must connect a coupling lock which will be supplied by GC Caravan for Hire

No article is to be tied to or carried on the caravan.

Where applicable, no article is to be tied to or carried on the spare tyre.

No alterations are to be effected to the caravan and no item is to be removed from it.

The hired item must be returned in the condition as at commencement of the hire and in clean and tidy condition.

The Hirer must comply with any reasonable instructions issued by GC Caravan for Hire and with any notice or specification attached to the Caravan.

No smoking is allowed in the caravan.

No pets are allowed in the caravan.

No gas or liquid fuel heaters are to be carried in or used in the caravan.

The caravan must be cleaned only with fresh water and a cloth.

No detergents or cleaning agents, severe scrubbing or high-pressure hoses are to be used on the caravan.

No abrasive cleaners, abrasive cloths or abrasive sponges are to be used on any of the finishes to the caravan.

The hirer must immediately report to the Police and the owner any accident involving the item hired, malicious damage caused to it or theft of it or any component of it.

The hirer must immediately report to the owner any event involving damage or loss to the hired item or any part of it.

In the event of an accident involving another vehicle the hirer must obtain the registration, make, model, colour of the other vehicle and the name, address and driver's licence details of the other driver involved in the accident and the name and address

of any witnesses and provide those details to the Police and the owner.

The Hirer must not carry on or in the caravan any volatile liquids, gases, explosives or other corrosive, dangerous, combustible or inflammable material except with its design capacities.

The hirer must not use the caravan for any illegal purpose.

The hirer must not allow more than the maximum number of people as specified in the schedule to operate use or occupy the caravan.

The hirer must ensure that any person occupying using or operating the caravan complies with all of the provisions of this clause.

It is the responsibility of the Hirer not to overload the hired vehicle and in the event that this occurs, it is at the Hirer's own risk and liability

#### **10. Loss and Indemnity**

The Hirer shall indemnify and keep indemnified GC Caravan for Hire from and against all claims, loss, damages and expenses whatsoever, incurred directly or indirectly by reason of any breach of this Agreement, negligence, malicious or tortuous act or other wrongdoing by the Hirer or a person occupying using or operating the caravan and without limiting the foregoing, the Hirer shall indemnify GC Caravan for Hire for:

- a) all damage to or loss of the caravan howsoever arising to the extent to which the same is not recoverable under any policy or insurance or on account of any act or omission or breach of this agreement by the hirer or any act or omission of a person operating using or occupying the caravan except to the extent caused or contributed by GC Caravan for Hire.
- 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, operation or towing of the caravan except to the extent caused or contributed by GC Caravan for Hire;
- c) the cost of rectifying all tyre damage not attributable to fair wear and tear;
- d) overhead damage or under body damage to the caravan;
- e) water damage to the caravan
- f) Replacing any accessory not attributable to fair wear and tear.
- g) Excess payable by the owner on its insurance.

If due to war, strikes, industrial action short of a strike, import or export embargo, lockouts, accidents, fire, blockade, flood, natural catastrophes or other obstacles over which that Party has no control, that Party fails to perform any of its obligations under this Agreement, that Party shall not be held responsible for any loss or damage which may be incurred as a result of such failure. Should the event of force majeure continue for longer than one month, the Party adversely affected shall have

the option of terminating this Agreement immediately without further liability other than such liabilities as have already accrued when the Agreement ends.

#### **11. Personal Property Securities Act 2009**

In this clause if a term used in this clause has a particular meaning in the PPSA, it has the same meaning in this clause.

This clause applies to the extent that GC Caravan for Hire's interest in any Caravan is a security interest.

The Caravan is as defined by this Agreement.

The Hirer acknowledges and agrees that GC Caravan for Hire may apply to register a security interest in the Goods at any time before or after pick-up of the Caravan. The Hirer waives its right under s 157 of the PPSA to receive notice of any verification of the registration.

GC Caravan for Hire can apply amounts it receives from the Hirer towards amounts owing to it in such order as GC Caravan for Hire chooses.

If the Hirer defaults in the performance of any obligation owed to GC Caravan for Hire under this Agreement or any other agreement for GC Caravan for Hire to supply a Caravan to the Hirer, GC Caravan for Hire may enforce its security interest in any Caravan by exercising all or any of its rights under this Agreement or the PPSA. To the maximum extent permitted by law, the Hirer and GC Caravan for Hire agree that the following provisions of the PPSA do not apply to the enforcement by GC Caravan for Hire of its security interest in the Goods: sections 95, 118, 120, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.

The Hirer and GC Caravan for Hire agree not to disclose information of the kind mentioned in s 275(1) of the PPSA, except in circumstances required by sections 275(7)(b) to (e) of the PPSA.

The Hirer must promptly do anything required by GC Caravan for Hire to ensure that GC Caravan for Hire's security interest is a perfected security interest and has priority over all other security interests in the Caravan.

Nothing in this clause 11 is limited by any other provision of this Agreement or any other agreement between the parties

#### **12. General**

If any provision of this Agreement shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

This Agreement and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

GC Caravan for Hire shall be under no liability whatsoever to the Hirer for any indirect loss and/or expense (including loss of profit) suffered by the Hirer arising out of a breach by GC Caravan for Hire of this Agreement.

The Hirer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Hirer by GC Caravan for Hire.

GC Caravan for Hire may license or sub-contract all or any part of its rights and obligations without the Hirer's consent.

The Hirer agrees that GC Caravan for Hire may review this Agreement at any time. If, following any such review, there is to be any change to this Agreement, then that change will take effect from the date on which GC Caravan for Hire notifies the Hirer of such change.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

The failure by GC Caravan for Hire to enforce any provision of this Agreement shall not be treated as a waiver of that provision, nor shall it affect GC Caravan for Hire's right to subsequently enforce that provision.

GC Caravan for Hire may in addition to its other rights immediately terminate this agreement for any breach by the hirer of any provision expressly provided for in this agreement or implied by law.

In the event of termination of this agreement GC Caravan for Hire shall immediately be entitled to retake possession of the Caravan.

#### **13. Entire Agreement**

This Agreement, and any quote issued pursuant to this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any and all prior agreements, understandings, promises and representations made by any of the parties concerning the subject matter of this Agreement.

No amendment to this Agreement has any force unless it is in writing and signed by an authorised representative of GC Caravan for Hire and the Hirer.

This Agreement shall not be construed as an agreement between the parties to have any future GC Caravan for Hire dealings.

# GC CARAVAN FOR HIRE PTY LTD

(This form to be completed at the time the time of pick-up of the Goods)

I (name) \_\_\_\_\_

of (address) \_\_\_\_\_

acknowledge that I have read and understood the GC Caravan for Hire Terms and Conditions of Hire provided with this form and that I understand the instructions provided to me with respect to caravan set-up and safety.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Driver's Licence number \_\_\_\_\_

Towing vehicle (make/model) \_\_\_\_\_ Registration No: \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Brief description of journey and caravan parks where you might be staying:

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I acknowledge and understand the extent of my liability in failing to comply with any of the provisions of the GC Caravan for Hire Terms & Conditions of Hire.

Signed \_\_\_\_\_ Date \_\_\_\_\_

## **Additional equipment:**

Driving Mirrors Yes/No

Brake Controller Yes/No

Brake Controller (hire) Yes/No

Generator (hire) Yes/No

Webber Baby Q (hire) Yes/No

Weight Distribution Bars (Hire) Yes/No

Keys returned Yes/No

Gas bottle used Yes/No