

Trekkin Caravan Hire Hire Agreement



Hire Limitations

You accept full responsibility for the care and security of the caravan at all times during the Period of Hire or whilst in your possession or property within your care or control.

You and all drivers must hold a full unrestricted Australian Drivers Licence and be at least 25 years of age and under 75 years of age and have held that Licence for not less than 2 years.

All drivers must be identified on the Hire Agreement and their details fully and accurately stated.

You must disclose to us if you or any drivers have been convicted of any driving offence or been refused motor vehicle insurance in the past 5 years – any such person may not, without our specific written consent first given, be an approved driver.

Only approved drivers may be in charge of a towing vehicle.

Drivers must not tow a Trekkin Caravan Hire Caravan at any time whilst under the influence of Alcohol and or drugs.

You must provide us with current Drivers Licence details for all drivers and the registration numbers of every towing vehicle and indicate these on the Hire Agreement.

You must not lend or sub-hire to or license any third party in relation to or otherwise part with possession, custody or control of the Trekkin Caravan Hire Caravan.

Our caravans 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 Regulations.

You may only drive on bitumen or concrete roads. Any corrugated roads or 4wd tracks are strictly forbidden and an immediate loss of bond will apply.

Vehicle Compatibility

It is your responsibility to ensure the towing vehicle's compatibility and loading weights comply with and legally correspond to the caravan. We will not accept any liabilities if loading capacities are breached. You will not be permitted to remove the caravan from our premises if your towing vehicle is non-compliant and your booking will be treated as a 'No show'.



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Terms of Payment

A \$200 deposit is payable upon booking. Your deposit confirms your reservation for the period of hire and is refundable under certain circumstances deemed fair & reasonable by Trekkin Caravan Hire.

Full payment of the hire fee is required 7 days prior to the pick-up date.

A security bond of \$1,000.00 is also required for this Hire. The security bond will be refunded to you within 2 working days of return of the caravan subject to their being returned on the drop-off date on time and fully intact, undamaged and in a fair & reasonably tidy condition. Security Bonds can be paid via Direct Debit, Cash or Credit Card. If paid by Cash, it will not be returned on return of the caravan. It will be returned via Direct Deposit to your nominated account within the 2 working days.

We reserve the right to cancel this Agreement at any given time if our Terms of Payment are not strictly adhered to by you.

We reserve the right to refuse or to cancel the Hire to any persons whom we in our absolute and unfettered discretion deem unsuitable hirers, without being required to give specific reasons therefore.

Vehicle Damage Liability

If any damage is caused to our caravans during the Hire, we will retain part or the entire security bond for repair or replacement thereof. If the replacement repair cost exceeds the security bond, you remain responsible for all such damage costs.

If the caravan is so severely damaged as determined by Trekkin Caravan Hire's Insurance Company that deems it either un-roadworthy or unable to be used for the remainder of your booking, no portion of the hire fee will be reimbursed.

You are responsible for any damage caused to the Tyres or Rims of the caravan being part of the caravan (excluding fair and normal wear and tear) the cost of repair or replacement of which shall be liable to be deducted from the security bond but otherwise will be payable by you in full.

The caravan must not be tampered with or altered or modified internally or externally or otherwise in any way.

You must not store or accommodate any hard items inside or on any surface bed or floor of our caravans, including but not limited to suitcase, camping chairs, bbq, gas bottle, metal esky or portable refrigerator, where this is liable to cause damage to any floor covering, finish or furniture nor introduce or carry or transport on-board any flammable items or chemical bottles or containers.

You must not attach or tie or otherwise affix anything to the external walls or roof of our caravans for the purpose of storage or transportation thereof. Eg: bicycle racks.



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You must not use any adhesive on the furniture and fittings including but not limited to sticky tape, masking tape, cloth tape, glue, as this will cause damage when removed.

Any items comprising or being a part of the caravan and found missing, damaged, broken or substituted for will be deducted from the security bond.

Any malicious damage caused to the caravan by you or occurring during the Period of Hire and caused by your invitees or by others enjoying the use of the caravan in conjunction with you is your legal responsibility and is liable to be claimed by us from you together with associated costs.

Road Restrictions

Trekkin Caravan Hire Caravans must not be used at any time on any unsealed roads (being a road not sealed with tar, bitumen or concrete).

Accidents

You agree and acknowledge that –

In the event of an accident involving the caravan, you must notify us immediately;

In the event of an accident involving another vehicle, you must obtain the registration, make, model & colour of the other vehicle, the name, DOB, address and drivers licence details of the other driver and the names and addresses of any witnesses;

The above details will be forwarded to us as soon as practicable;

You must make a report to Police regarding any accident involving the caravan or malicious damage caused to or theft of the caravan (or any of the caravans).

In the event of an accident involving the caravan, all repair costs will be your responsibility and be liable to be deducted by us from the security bond and claimed from you in full by us. Where a third party is alleged to be at fault, all bond monies will be retained by us until liability can be verified as determined by us or by any representative on our behalf.

Breakdown

You must inform us of a breakdown involving the mechanical or trailerable condition of the caravan as soon as practicable.

You agree that we will not be responsible for any expenses, inconvenience, loss or damage incurred or suffered by you in consequence of a breakdown and you indemnify us for any claims that might otherwise be liable to be made by you in relation thereto.

In the event of a breakdown, you remain responsible for the security and care of the caravan at all times.

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Personal Items

Trekkin Caravan Hire takes no responsibility for the hirer's personal affects. Trekkin Caravan Hire's Insurance Policy does not cover the hirer's personal affects and it is recommended that the hirer insure their own personal items eg: iPad, Mobile Phones, Camera's etc.

Infringements

We are not responsible for any traffic infringements or fines or penalties incurred by you and relating in any way to your use of the caravan or the conduct of the driver in connection therewith.

Smoking

You agree and acknowledge that there is a strict no smoking policy to be adhered to by you, your invitees and others using the caravan (including usage being inside any of our caravans or under our awnings or annexes). Any caravan deemed by us to have been smoked affected or stained or contaminated will result in your forfeiting the security deposit as liquidated damages for the cost of reinstatement of the caravan by us to a proper and hireable condition.

Pets

No pets are permitted into our Caravans under any circumstances unless first agreed to in writing by us and made a specific term of this Agreement. Unauthorised carriage of pets or any animal will render this Agreement voidable by us – you will thereupon forfeit and you hereby authorise the security deposit to be retained by us as liquidated damages in respect of your breach of this term of this Agreement.

Braking System

Each Trekkin Caravan has its own independent hydraulic override braking system. The towing vehicle will need a 7 pin flat or round socket fitted and must be in good working order. This must be used when towing our caravan at all times. All indicators and brake lights on the caravan must be operational prior to their leaving our premises.

We will not be responsible if the towing vehicle does not comply with these requirements and in the case of non-compliance you may, in our discretion, be deemed a 'No Show'.



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Returns and Pickups

The caravan must be returned by 4.00pm on the drop off date, unless previously arranged with Trekkin Caravan Hire. Late returns will attract a late return fee calculated at our daily rate with a return any time after 4.00pm being deemed as a new day. Where your late return of the caravan causes a loss or cost to us or to another Hirer, we reserve the right to claim our loss from you or to deduct our loss and any associated costs from the security bond. Rental days are calculated on a calendar day basis where the day of pick-up is day one of the rental, regardless of pick-up time and good's return is counted as the final day of the rental regardless of drop-off time.

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

Cancellations

If you're booking is cancelled within:

1 day to 7 days prior to the pickup date – No refund of any monies received.

We reserve the right to cancel your booking at any time should any of our Caravans become un-roadworthy or unavailable due to unforeseen circumstances thereby impacting on our inventory of caravans and ability to satisfy your booking. If an alternative Caravan cannot be offered to you in accordance with your requirements as set out in this Agreement, a full refund of your booking fee will be given.

Cleaning

The Caravan is to be returned in a clean & tidy condition free of mud, dirt, grass & sand in both interior & exterior of the caravan. Excessive dirt will result in a charge deducted from your Security Bond.

No solvents or chemicals are to be used on a Trekkin Caravan Hire caravan at any time.

If the caravan is not returned in a satisfactory condition, a cleaning fee will be deducted from your bond at a rate of \$50/hr deemed fair by Trekkin Caravan Hire.

All Trekkin Caravan Hire caravans are fitted with a toilet & shower and must be returned in a clean state. All waste MUST be removed from the toilet cassette, the cassette rinsed and appropriate chemical replaced. Failure to clean the toilet cassette will result in a \$100 charge being deducted from your Security Bond.



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Force Majeure

You agree and acknowledge that (without prescribing any limit thereto) Acts of God, riots, civil unrest, road closures, mechanical failure and breakdown and the conduct of other hirers are some of the matters beyond our immediate or effective control and which may affect our ability to satisfy your booking or the specific requirements of this Hire: in such circumstances you agree to hold us harmless and you do hereby indemnify us from any claim that you or any person on your behalf might otherwise make against us for any consequential loss or damage arising there from.

Definitions & Interpretation

In these Terms and Conditions and in this Caravan Rental Agreement, where the context permits, reference to:

“this Agreement” means the within Agreement as completed and signed by all parties

“you” or “your” means the person or persons whose details are contained under the Hirer Details of this Agreement as the Hirer

“we” or “our” or “us” means Trekkin Caravan Hire

“the Hire” or “this Hire” means the relationship between you and us as set out in and regulated by this Agreement and, where the context permits, the use by you of the caravan

“no show” means your failure to attend at our premises on the designated date and time shown herein as the Pick Up Date for the purpose of commencing the Hire or such other circumstance that prevent the Hire commencing and involving your failure to comply or satisfy any of these terms and conditions

“driver” or “drivers” means you and any person whom you authorise or permit (or propose to authorise or permit) to drive or control, or who is driving or controlling, a vehicle which is towing the caravan hired to you by us to which our caravan is connected for the purpose of being towed and includes any person who is manoeuvring the caravan hired to you manually or by some other means other than by the use of a towing vehicle.

“approved driver” means a driver who complies with and satisfies any limitations or restrictions or conditions imposed by us under this Agreement.

“towing vehicle” means any vehicle used or proposed to be used in connection with or for the purpose of towing the caravan hired to you

“period of hire” means the period commencing the Pick Up Date and ending the Drop Off Date (with a closure time of 5.00pm)

Where two or more persons are shown herein as the Hirer, their liability hereunder is both joint and several