

# Ballina Byron Caravan Hire Terms & Conditions of Hire

## 1. Hirer eligibility

---

- 1.1 The Hirer must hold a full unrestricted and current Australian Driver's Licence and be not less than 25 years of age and not more than 70 years of age.
- 1.2 The Hirer must pass a 100 point identification process [e.g. current photo Licence, Medicare Card, Credit Card, Passport, Rates Notice etc].
- 1.3 The Hirer must not have been refused motor vehicle insurance at any time prior to entering into this Hire Agreement.
- 1.4 The Hirer warrants that he/she has not previously being convicted of any offences relating to driving a motor vehicle under the influence of alcohol or drugs or driving with blood alcohol content equal to or greater than the legal limit constituting an offence at law.
- 1.5 The Hirer's Towing Vehicle must have a current comprehensive insurance policy and must provide the Owner with written evidence of this insurance prior to hire.
- 1.6 To enable the Owner to assess whether the Towing Vehicle satisfies the Owner's safety requirements, the Hirer must provide to the Owner prior to hiring, detail of the make/brand of the Towing Vehicle's tow ball, the tow ball weight and maximum towing limit. If the Towing Vehicle does not meet the Owner's minimum requirements for safe towing, the Owner reserves the right to refuse to hire any Hire Vehicle to the Hirer. If the Owner refuses to hire to the Hirer on the grounds set out in this clause following a visual inspection of the Towing Vehicle by the Owner on the Pick-Up Date, all amounts paid by the Hirer will be refunded to the Hirer less an administration fee of \$40.00.
- 1.7 The Owner reserves the right of refuse to hire to any person or Towing Vehicle deemed to be unsuitable and/or unsafe.

## 2. Hire & towing conditions

---

- 2.1 The Hirer is fully responsibility for the security and care of the Hire Vehicle (including all equipment and Accessories provided with the Hire Vehicle) at all times.
- 2.2 The Hirer must be identified on the Hire Form before towing the Hire Vehicle.
- 2.3 The Hirer must not tow the Hire Vehicle whilst under the influence of alcohol and/or drugs.
- 2.4 The Hirer is not permitted to lend or sub-lease the Hire Vehicle or any of the Accessories supplied by the Owner to any other persons.
- 2.5 **The Hire Vehicle must not be driven onto ferries under any circumstances.**
- 2.6 Towing of the Hire Vehicle is restricted to bitumen sealed roads in the State of New South Wales and Queensland. The Owner will however, allow the Hire Vehicle to be towed over gravel road access tracks to recognised camping grounds in National Parks provided that the access road is a dry and well maintained 2 wheel drive road being no longer than 250 metres from the sealed road.
- 2.7 Use in other States or Territories is only permitted with prior agreement and if specified in the Hire Agreement.
- 2.8 The Hirer must not tow the Hire Vehicle on beaches, across river crossings, swollen creeks, or along flooded roads. The Hire Vehicle must not enter areas that are classified as being or expected to be threatened by a cyclone.
- 2.9 The Hirer must ensure that the Hire Vehicle is at all times towed in a safe manner according to road and weather conditions.

## 3. Payment

---

- 3.1 A minimum deposit of 40% or \$200.00 (whichever is the greater) of the Total Hire Charge is required to be paid at the time of booking
- 3.2 No bookings will be held unless the deposit in clause 3.1 above is paid.
- 3.3 The remaining balance of the Total Hire Charge is required to be paid not less than 14 days before the Pick-Up Date of the Hire Vehicle at the Owner's Premises.
- 3.4 The Owner will accept cash, direct bank deposit, EFTPOS, Mastercard or Visa.
- 3.5 The Owner reserves the right to cancel this Hire Agreement at any time if the Hirer fails to comply with the terms of payment set out in this clause 3 and at such time, any deposit paid by the Hirer will be forfeited to the Owner absolutely.

## 4. Security Bond

---

- 4.1 The Hirer must pay the Security Bond to the Owner on the Pick-Up Date prior to removing the Hire Vehicle from the Owner's Premises. The Security Bond amount includes an amount covering excesses and insurance costs. Long Term Hire (if agreed) will require an additional Security Bond according to area of travel.
- 4.2 The Security Bond will be refunded (in part of whole depending on the condition of the Hire Vehicle upon return) to the Hirer within 14 days after the Return Date, enabling the Owner to carry out a full inventory of the included Accessories and a maintenance/condition check of the Hire Vehicle.

## 5. Cancellation

---

- 5.1 If, after making a booking, the Hirer wishes to cancel, the Hirer must give written notification to the Owner. Any refund payable to the Hirer will depend on the period of notice given by the Hirer to the Owner of the cancellation.
- 5.2 If the Hirer provides the Owner with more than 90 days prior notice, the Hirer will receive a full refund of the deposit paid less an administration fee of \$40.00.
- 5.3 If the Hirer provides the Owner with more than 45 days notice (but less than 90 days notice) the Hirer will receive a refund of the deposit paid less a charge of \$200.00 or 25% of the Total Hire Charge, whichever is the greater.
- 5.4 If the Hirer provides the Owner with more than 22 days notice (but less than 45 days notice) the Hirer will receive a refund of the deposit paid less a charge of \$250.00 or 30% of the Total Hire Charge, whichever is the greater.

- 5.5 If the Hirer provides the Owner with less than 22 days notice, the Hirer will receive no refund of the deposit paid.  
5.6 If the Hirer fails to pick up the Hire Vehicle on the Pick-Up Date, the Hire will forfeit to the Owner the deposit paid.

## **6. Damage to Hire Vehicle**

---

- 6.1 If any damage occurs to the Hire Vehicle during the Hire Period, the entire or part of the Security Bond (depending on the extent of the damage) will be retained by the Owner at the discretion of the Owner. Should the cost of replacement/repair exceed the Security Bond, the Hirer will forfeit the Bond to the Owner absolutely.
- 6.2 Damage or loss to awnings, annexes, window stone shields and/or TV antennae not covered by insurance will be the Hirer's responsibility absolutely.
- 6.3 If repair or replacement costs exceed the amount of the Security Bond, the Hirer will be liable for all additional amounts.
- 6.4 The Owner recommends that the Hirer not leave the awning set up in wet and/or windy conditions and whilst the Hire Vehicle is unattended.
- 6.5 All damage to the tyres and/or rims of the Hire Vehicle will be the responsibility of the Hirer. All tyre punctures, blow-outs, tyre shreds etc must be repaired/replaced by the Hirer at the Hirer's expense.
- 6.6 The Hire Vehicle must not be altered, modified or tampered with in any way either internally or externally. Items must not be stored on the Hire Vehicle's floor as these can cause damage to floor covering and furniture. Any parts of the Hire Vehicle found to be broken, missing, substituted or lost will result in the repair/replacement cost to be deducted from the Security Bond.

## **7. Annexes**

---

Annexes are not insurable and if hired, are the complete responsibility of the Hirer. The cost of repairs and/or replacement is to be paid by the Hirer.

## **8. Accidents**

---

- 8.1 In the event of an accident involving the Hire Vehicle, the Hirer must notify the Owner as soon as possible.
- 8.2 The Hirer is responsible for reporting the accident to the Police.
- 8.3 The Hirer is also responsible for obtaining the following details in the event of an accident occurring which involves the Hire Vehicle:
- 8.3.1 name, DOB, address, phone numbers, driving licence details of any other drivers involved;
  - 8.3.2 the registration number, make, model and colour of any other vehicles involved;
  - 8.3.3 the name and address details of any witnesses present at the time of the accident; and
  - 8.3.4 the Police officers name and station where the accident is reported.

## **9. Personal items**

---

The Owner takes no responsibility for the Hirer's personal effects. The Owner's insurance policy does not provide cover for the Hirer's personal effects and it is recommended that the Hirer insure their own personal effects. The Owner recommends the Hirer taking out travel insurance.

## **10. Breakdowns**

---

- 10.1 The Hirer must advise the Owner as soon as possible in the event of a breakdown. It is the Hirer's responsibility to make sure that the Hire Vehicle is secure at all times. The Owner will not be liable for expenditure, inconvenience, loss or damage incurred by the Hirer in the event of a breakdown.
- 10.2 A 24 hour roadside assistance service is provided by the NRMA (and its' interstate equivalent motoring organisations) for the Hire Vehicle. The Hirer should be aware that this assistance does not extend to the Hirer's Towing Vehicle.

## **11. Infringements**

---

The Hirer is fully responsible for paying any infringements eg: traffic, parking, toll etc.

## **12. Stabilisers (level load hitch) and Mirror Extenders**

---

- 12.1 Stabilisers (level load hitch) and mirror extenders are supplied to the Hirer by the Owner at no extra charge.
- 12.2 The Hirer will be required to ensure that the Towing Vehicle's tow ball is removable to allow for the fitting of stabilisers.

## **13. Cleaning**

---

The Hire Vehicle must be returned in a clean and tidy condition both inside and out. If excessive cleaning is required (as determined by the Owner acting reasonably) such cleaning costs will be deducted from the Security Bond.

## **14. Smoking**

---

Smoking is not permitted in the Hire Vehicle or under awnings and/or annexes. Smoke odour from camp fires or cigarettes could result in a charge against your Security Deposit.

## **15. Braking Systems**

---

Some of the Hire Vehicles have electric brakes. If the Hire Vehicle has electric brakes, the Hirer's must ensure that an electric brake control unit is fitted to the Towing Vehicle. The Owner will (at no extra charge) make available to the Hirer on loan, an

electric brake controller however the Hirer must arrange for an appropriately qualified auto electrician to fit the unit prior to the Hirer collecting the Hire Vehicle from the Owner's Premises.

## 16. Early Returns

---

The Owner will not provide any refunds for the early return of the Hire Vehicle or early termination of the Hire Agreement (whether terminated by the Owner or Hirer).

## 17. Pets

---

Pets are not permitted in any of the Hire Vehicles.

## 18. Trailer Plug

---

All Hire Vehicles are fitted with a seven pin flat plug fitted. The Towing Vehicle must also have a seven pin flat plug socket fitted in good working order, wiring for electric brakes (if the Hire Vehicle has electric brakes), 12v hotwire power to allow for fridge and internal lighting when towing.

## 19. Vehicle compatibility

---

Tow bar specifications vary between tow bar manufacturers, vehicle manufacturers and road safety groups. The Owner reserves the right to refuse to hire to a Hirer with a Towing Vehicle that does not satisfy the Owner's safety requirements (for example, where the load weight limit of the Towing Vehicle's tow bar is insufficient for the safe towing of the Hire Vehicle).

## 20. Loading

---

The Owner may assist with loading techniques however the ultimate responsibility is with the Hirer.

## 21. First Aid Kit

---

A first aid kit is supplied in every Hire Vehicle. If the seal is broken or the kit is not returned, the kit becomes the property of the Hirer and a \$50.00 fee is charged when the Hire Vehicle is returned.

## 22. One-way Hire

---

This option is not available. Hire Vehicles must be collected on the Pick-Up Date and returned on the Return Date to the Owner's Premises. For any Hire Vehicle not returned and needing retrieval, the Hirer will be charged \$140.00 per hour travel each way plus the peak daily hire rate applicable at the time.

## 23. Late Returns

---

23.1 The Owner allows 1 hour before late charges are incurred.

23.2 Any request by the Hirer for an extension of the Hire Period will be at the discretion of the Owner and will depend entirely on booking levels and availability.

## 24. Release & indemnity

---

24.1 The Hirer uses the Hire Vehicle at the Hirer's risk at all times and the Hirer releases the Owner to the fullest extent permitted by law for any and all loss to person and/or property howsoever sustained by the Hirer's use of the Hire Vehicle.

24.2 The Hirer indemnifies the Owner for all loss, costs, damages, expenses, suits and/or claims incurred or made against the Owner relating to the Hirer's use of the Hire Vehicle.

## 25. Severability

---

If any clause or provision of this Hire Agreement is invalid, illegal, unlawful or otherwise incapable of enforcement, that clause or provision will be read down only to the extent necessary to make it valid, legal, lawful and enforceable.

## 26. Interpretation

---

In these Terms & Conditions of Hire, the following words have the meanings set out below:

**Accessories** means the accessories supplied with the Hire Vehicle by the Owner and listed in the Hire Form.

**Hire Agreement** means the Hire Form read together with these Terms & Conditions of Hire.

**Hire Form** means the Hire Form attached to these Terms & Conditions of Hire.

**Hire Period** means the period set out in the Hire Form.

**Hirer** means the Hirer described in the Hire Form and includes any Additional Driver (if any) described in the Hire Form.

**Long Term Hire** means the period (if any) set out in the Hire Form.

**Owner** means Spidey Pty Ltd trading as *Ballina – Byron Caravan Hire*.

**Owner's Premises** means the premises described in the Hire Form.

**Total Hire Charge** is that amount set out in the Hire Form.