

## Caravan Rental Terms and Conditions

### 1 Introduction

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#### 1.1 Rental Contract

This contract to hire the Caravan (**Rental Contract**) consists of:

- (a) the agreement (**Rental Agreement**) You have to hire the Caravan from Us;
  - (b) the Handover Inspection Report;
  - (c) Our Privacy Policy; and
  - (d) these rental Terms and Conditions (**Terms and Conditions**),
- and together they form binding and enforceable legal obligations.

#### 1.2 Jurisdiction

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

#### 1.3 Australian Consumer Law

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

#### 1.4 Electronic signatures

We use electronic signatures as a means of entry into the Rental 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 Rental Contract.

#### 1.5 Amending these Terms and Conditions

We may amend these Terms and Conditions by providing You with 30 days' notice in writing. If You do not accept the amendments or replacement, You **must** return the Caravan prior to the end of the 30 day period.

### 2 Who may tow the Caravan?

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#### **IMPORTANT NOTICE**

**A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 14 for further details.**

#### 2.1 Authorised Drivers

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

#### 2.2 Age limits

- (a) There is a minimum and maximum age limit for those renting the Caravan.
- (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 Rental and it is shown in the Rental Agreement.

#### 2.3 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 or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English); and
  - (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.

#### 2.4 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 Rental Agreement.

#### 2.5 False information

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

## 2.6 Prior insurance history

The Caravan **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 Rental Contract.

## 3 Prohibited Use

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### IMPORTANT NOTICE

**A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 14 for further details.**

3.1 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; or
- (c) whilst the Caravan is damaged or unsafe.

3.2 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:
  - (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 was designed, constructed, registered or licenced; or
  - (vi) in an unsafe or un-roadworthy condition; or
- (c) tow the Caravan with a Towing Vehicle that does not comply with the Towing Vehicle's manufacturer's specifications.

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

- (a) damage the Caravan deliberately or recklessly or allow anyone else to do so;
- (b) modify or alter the Caravan in any way and nothing is to be tied to the Caravan on the outside or top;
- (c) sell, rent, lease or dispose of the Caravan; or
- (d) register or claim to be entitled to register any interest in the Caravan under the Personal Property Securities Act 2009.

## 4 Prohibited areas of use

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### IMPORTANT NOTICE

**A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 14 for further details.**

#### 4.1 General prohibited areas

The Caravan **must never** be taken or towed:

- (a) on any Unsealed Road **unless** it is a well maintained road and You reasonably consider the condition of the road surface and Your speed of travel will not cause Damage to the Caravan;
- (b) Off Road;
- (c) above the snow line in Victoria and New South Wales between 1 May and 31 October or in any area where snow has fallen or is likely to fall;
- (d) on:
  - (i) roads that are prone to flooding or are flooded;
  - (ii) beaches, streams, rivers, creeks, dams and floodwaters;
  - (iii) any road where the police or an authority has issued a warning;
  - (iv) any road that is closed; or
  - (v) any road where it would be unsafe to tow the Caravan; or
- (e) onto any island with the exception of:
  - (i) Kangaroo Island;
  - (ii) Stradbroke Island;
  - (iii) Bribie Island;
  - (iv) Phillip Island; or
  - (v) Bruny Island.

#### 4.2 Specific prohibited areas

The Caravan **must never** be taken or towed:

- (a) in Queensland:
  - (i) north of Chillagoe or west of Georgetown;
  - (ii) north of Cooktown or Laura;
  - (iii) on the Burke Development Road;
  - (iv) north of Maggieville;
  - (v) on Unsealed Roads north and west of Mt Isa;
  - (vi) on the Bloomfield track; or
  - (vii) on the Savannah Way;
- (b) in South Australia:
  - (i) to Mount Dare;
  - (ii) on the Strzelecki Track;
  - (iii) on the Oodnadatta Track; or
  - (iv) on the road to Dalhousie Springs;
- (c) in the Northern Territory:
  - (i) on the roads to Jim Jim Falls or Twin Falls;
  - (ii) on the Larapinta and Namatjira Drives, commonly known as the Mereenie Loop,
- (d) in Western Australia:
  - (i) on the Unsealed Road section of the Cape Leveque Road;
  - (ii) on the Canning Stock Route;
  - (iii) on the road to Windjana Gorge;
  - (iv) on the Cardabia - Ningaloo Road;
  - (v) on the Gibb River Road; or
  - (vi) on the access road from the Great Northern Highway to the Purnululu National Park
- (e) through or across the Simpson Desert in South Australia, Queensland and the Northern Territory;
- (f) on the Tanami Track and the Gunbarrel Highway in Western Australia and the Northern Territory; or
- (g) on the Spirit of Tasmania between Victoria and Tasmania in either direction.

## 5 Your obligations



### IMPORTANT NOTICE

**A breach of any of sub-clauses 5.5, 5.6, or 5.7 is a Major Breach of the Rental Contract. See clause 14 for further details.**

#### 5.1 Booking deposit and Rental Charges

- (a) A booking deposit of 25% of the total Rental Charges or \$200 deposit (whichever is greater) is payable to secure Your booking.
- (b) The balance of the Rental Charges is due thirty (30) days prior to pickup of the Caravan and if payment is not received by the due date, You will forfeit the booking deposit paid pursuant to clause 5.1(a).
- (c) If a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a customer.
- (d) The following credit or debit cards will be accepted: Visa Card, MasterCard and American Express. A non-refundable 2% administration fee will apply to all Visa and MasterCard transactions. Credit and debit card administration fees also apply to the Security Bond. Only Your credit card is acceptable to use for the purpose of the Security Bond.

#### 5.2 Start of the Rental

- (a) At the Start of the Rental and before collecting the Caravan You must:
  - (i) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;
  - (ii) fully inspect the Caravan to ensure that the condition of the Caravan and any pre-existing damage is accurately noted and shown in the Rental Agreement and if there is any discrepancy You must notify Us prior to leaving the Rental Station; and
  - (iii) pay the Security Bond.
- (b) The Security Bond will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Rental Contract and will be returned within 7 days of the End of the Rental provided that:
  - (i) all amounts due to Us under the Rental Contract have been paid;
  - (ii) the Caravan has been returned to the Rental Station at the date and time set in the Rental Agreement;
  - (iii) the Caravan is clean and in the same mechanical condition as at the Start of the Rental (except for reasonable wear and tear);
  - (iv) there is no Damage, including to the interior or the awning, (except for reasonable wear and tear) or Third Party Loss;

- (v) the equipment supplied with the Caravan is clean and in the same condition it was in at the Start of Rental, subject to reasonable wear and tear;
- (vi) the toilet cassette and cavity in the Caravan is free from waste and washed out;
- (vii) the fire extinguisher supplied with the Caravan and listed in sub-clause 6.1(b) is unused; and
- (viii) there has not been a Major Breach of the Rental Contract,

### 5.3 **Pets/Smoking – cleaning fees**

- (a) You **must not**:
  - (i) use the Caravan for transporting any pets or animals, with the exception of accredited or trained assistance animals, unless specifically approved by Us; or
  - (ii) smoke in the Caravan and You must prevent take reasonable steps to prevent other occupants from doing so.
- (b) At the End of the Rental the Caravan **must** be returned cleaned inside and out, including the awning and **must** be deodorised from any odours including smoking and campfire smoke. Any cleaning or deodorising required upon return, will incur a cleaning fee of up to \$500 plus GST which will be deducted from the Security Bond.

### 5.4 **Toilet cassette and cavity**

Caravans fitted with toilet and shower **must** be returned in the same clean state; all waste material **must** be removed from the toilet cassette and the cavity **must** be washed out. If You fail to do so, You will incur a \$200 plus GST disposal fee which will be deducted from the Security Bond.

### 5.5 **Reasonable care**

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

- (a) preventing it from being damaged;
- (b) making sure it protected from inclement weather;
- (c) making sure it is not overloaded;
- (d) not transporting or storing hard or sharp items in the interior of the Caravan, including eskies, BBQ's and bicycles; and
- (e) ensuring:
  - (i) the Caravan is correctly and safely connected to the Towing Vehicle and the safety chains are correctly fitted;
  - (ii) the Towing Vehicle has an electric brake controller fitted and operational at all times during the Rental Period;
  - (iii) the Caravan's tyres are inflated to the recommended PSI;
  - (iv) the Caravan lights are working correctly; and
  - (v) the coupling lock supplied with the Caravan is fitted when it is unattended.

### 5.6 **Notification of fault**

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

### 5.7 **Unauthorised repairs prohibited**

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

### 5.8 **Authorised repairs**

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

### 5.9 **Staying with the Caravan after an Accident**

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

### 5.10 **Operating the awning**

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

## **6 Equipment Supplied with the Caravan**

6.1 At the Start of Rental We will supply:

- (a) two 8.5 kilogram gas bottles;
- (b) one 1 kilo fire extinguisher; and
- (c) equipment as noted on the Rental Agreement.

6.2 At the End of Rental You will be charged the refilling cost of the gas bottles (subject to pre-purchase gas option having been taken) and the replacement cost, plus an administrative fee, if the fire extinguisher has been used.

6.3 You will also be charged the replacement cost if any of the equipment listed in sub-clause 6.1 is missing or not returned in the same condition as at the Start of Rental, subject to fair wear and tear.

## 7 Damage Cover

### 7.1 Damage Excess payable

- (a) Standard Damage Cover is included in the Rental Charges.
- (b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Caravan, 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:
    - (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.

### 7.2 When is the Damage Excess payable?

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

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

### 7.3 Claims Administration fee

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

## 8 Damage Cover Exclusions

### 8.1 Excluded cover

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 Rental Contract; or
  - (ii) the Caravan being towed by any driver who is not an Authorised Driver or who is less than 25 or more than 75 years of age;
- (b) Overhead Damage;
- (c) Underbody Damage;
- (d) Damage caused by immersion of the Caravan in water, including salt water;
- (e) the full cost of replacing or repairing any accessories supplied by Us including equipment supplied by Us; and
- (f) damage to the tyres or rims of the Caravan, other than by normal wear and tear and You must make good all damage to the tyres and rims with the same brand and type as currently fitted.

### 8.2 Delayed co-operation exclusion

Your entitlement to Damage Cover will be reduced to the extent We are prejudiced as a result of any delay by You or any Authorised Driver in complying with Your obligations under clause 13 of these Terms and Conditions.

### 8.3 Personal items excluded

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

- (a) You;
- (b) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside; or
- (c) any relative, friend or associate of an Authorised Driver.

### 8.4 Travel insurance

We strongly recommend that You have a suitable travel insurance policy that provides cover for lost or damaged personal items and cover for unexpected eventualities, including delayed flights and delays caused by natural disasters, pandemics, industrial action and illness, over which neither You nor We have any control.

## 9 Rental Period, costs and charges

### 9.1 Rental Period

The minimum Rental Period is three (3) days with the following exceptions:

(a) in peak season, being all Queensland school holidays and public holiday long weekends, the minimum Rental Period is seven (7) nights; and

(b) for the Christmas and New Year period the minimum Rental Period of 14 nights.

Minimum Rental Periods are subject to change, and any such change will be notified to You prior to booking confirmation.

## 9.2 Deposit and balance of the Rental Charges

(a) A deposit of 25% of the total booked Rental Charges or \$200 (whichever is greater) is payable to secure Your reservation.

(b) The balance of the Rental Charges is due thirty (30) days prior to pickup of the Caravan. If payment is not received by the due date You will forfeit the deposit paid pursuant to clause 9.2(a).

## 9.3 Rental nights

Rental nights are calculated on a calendar basis. When calculating the number of nights the Caravan is rented, the day of pick-up is counted as night one of the rental, regardless of pick-up time. The day before the Vehicle's return is counted as the final night of the rental regardless of drop-off time.

## 9.4 Return of the Caravan and late pick-ups and returns

(a) You must return the Caravan on the date and by the time shown in the Rental Agreement. If You fail to return the Caravan, Late pick-up or early return of the Caravan does not entitle You to any refund of the unused portion of the rental.

(b) Caravan, We may terminate the Rental Contract and if the location of the Caravan is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Caravan as stolen to the Police.

## 9.5 After hours drop-off

(a) If You wish to drop-off the Caravan after business hours, You must obtain Our prior written approval Hire.

(b) Subject to Our approval for an after-hours drop off, a fee of AU\$100 is applicable and You will be required to pay an extra day's Liability

## 9.6 Late return

Unless You have Our prior approval, if You return the Caravan:

(a) more than one hour after the date and time set for their return in the Rental Agreement, You will be charged one full day's rental and thereafter a further full day's rental at the standard rate for each 24 hour period or part thereof until the Caravan is returned to Us; or

(b) at any time outside Our normal business hours You **must** pay for the daily Rental Charges and all Damage until the Rental Station next opens for business unless We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

## 9.7 End of the Rental

At the End of the Rental

(a) You **must** return the Caravan clean and in the same condition it was in at the Start of the Rental, reasonable wear and tear excepted; and

(b) pay:

(i) the balance of the Rental Charges (if any);

(ii) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Caravan has been stolen;

(iii) any costs We incur, including extra cleaning costs in reinstating the Caravan to the same condition it was in at the Start of the Rental, reasonable wear and tear excluded;

(iv) for all Damage arising from a Major Breach of the Rental Contract;

(v) for all Overhead Damage;

(vi) for all Underbody Damage; and

(vii) for any Damage caused by the immersion of the Caravan in water.

## 9.8 Credit card authority

Subject to these Terms and Conditions, if any amount is due to Us or remains unpaid, including:

(a) the Rental Charges;

(b) tolls; fines and infringements;

(c) fines or charges imposed for parking;

(d) extra cleaning costs; or

(e) the Damage Excess.

You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

## 9.9 Default in payment

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

(a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;

- (b) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
- (c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

#### 9.10 **Default in payment**

If You default in the payment of any moneys owed to Us under the Rental Contract, You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

### 10 **Hours of Operation**

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- 10.1 We are open from Monday to Friday (8:30 am-5:00 pm) and Saturdays by appointment only.
- 10.2 Our office is closed on all Queensland public holidays, including the Easter long weekend and between Christmas and New Year.
- 10.3 We requests that when collecting or returning the Caravan You be in the office one (1) hour before closing unless otherwise authorised. Please ensure that You allow adequate time to complete the required paperwork when collecting or returning the Caravan.
- 10.4 All Caravans must be collected from, and returned to, Our Brisbane depot.

### 11 **Cancellation**

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- 11.1 Cancellation fees apply as follows:
  - (a) if cancelled 91+ days prior to pick up - No Fee;
  - (b) if cancelled 90 to 32 days prior to pick up - 10% of total Rental Charges (minimum \$250);
  - (c) if cancelled 31 days or less prior to pick up or no show – 100% of total Rental Charges.
- 11.2 There is no refund for late pick up or early return of the Caravan.
- 11.3 A cancellation is not effective until acknowledged and confirmed by Us.

### 12 **Breakdowns**

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#### 12.1 **Roadside assistance**

We will provide You with a Caravan that is of acceptable quality and in good working condition, but breakdowns do occur. If the Caravan breaks down during the Rental Period You **must** contact Us to arrange assistance. If the fault cannot be rectified on site We will recover and repair the Caravan as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Caravan where one is available.

#### 12.2 **Assistance not covered**

We are not responsible for:

- (a) tyre and wheel changing;
- (b) lost keys; or
- (c) keys locked in the Caravan.

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

#### 12.3 **Consequential loss**

Subject to the Australian Consumer Law, if the Caravan 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.

### 13 **Accident reporting**

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#### **IMPORTANT NOTICE**

**A breach of any part of this clause 13 is a Major Breach of the Rental Contract. See clause 14 for further details.**

#### 13.1 **Reporting an Accident or theft to Us**

- (a) If You or an Authorised Driver has an Accident or if the Caravan is stolen You must report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft report form.
- (b) The Accident/Theft report form should include as much information as is reasonably practical, including:



- (i) the information listed in clause 13.3 regarding the contact details for the other driver and witnesses and an accurate written and diagrammatic description of the Accident and its location; and
  - (ii) the circumstances under which the Accident or theft occurred.
- (c) It **must** be submitted to Us
- (i) within seven (7) days of the Accident or theft, or upon the return of the Caravan if it is returned to Us within that seven (7) day period; or
  - (ii) if the Caravan is stolen, immediately the theft of the Caravan is reported to the police.
  - (iii)
- (d) The Accident/Theft report form **must** be submitted to Us
- (i) within seven (7) days of the Accident or theft, or upon the return of the Caravan if it is returned to Us within that seven (7) day period; or
  - (ii) if the Caravan is stolen, immediately the theft of the Caravan is reported to the police.

### 13.2 Reporting an Accident or theft to the police

If the Caravan is stolen or if You or an Authorised Driver of the Caravan has an Accident where:

- (a) any person is injured;
  - (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,
- You or the Authorised Driver **must** also report the theft or Accident to the police.

### 13.3 Steps You must take following an Accident

If You or an Authorised Driver have an Accident You and the Authorised Driver **must**:

- (a) make the Caravan secure;
- (b) exchange names and addresses, phone numbers and email addresses with the other driver;
- (c) obtain the name of the other driver's insurance company;
- (d) take a photo of the other driver's licence;
- (e) take the registration numbers of all vehicles involved;
- (f) take as many photos as is reasonable showing:
  - (i) the position of the Vehicles before they are moved for towing or salvage;
  - (ii) the Damage to the Caravan;
  - (iii) the damage to any third party vehicle or property; and
  - (iv) the general area where the Accident occurred, including any road or traffic signs; and
- (g) obtain the names, addresses, phone numbers and email addresses of all witnesses.

### 13.4 Subsequent assistance

Subsequent to the Accident of theft You and any Authorised Driver **must**:

- (a) forward all third party correspondence or court documents to Us within seven (7) days of receipt;
- (b) co-operate with Us in the investigation of any Accident or theft claim and supply such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request; and
- (c) 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; and
  - (ii) any Court hearing.

### 13.5 What You must not do

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

- (a) make any admission of fault;
- (b) make any offer or promise to pay or settle any claim for Third Party Loss; or
- (c) agree to indemnify, waive, or release any other party from liability to pay for Damage as a result of an Accident, theft of attempted theft.

### 13.6 Consequences of delayed co-operation

Not only is a failure to comply with Your obligations under this clause 13 a Major Breach, if there is any delay in complying with any of Your obligations under this clause, including:

- (a) the reporting obligations in clauses 13.1 and 13.2; and
- (b) the obligations in clause 13.4 to forward third party correspondence and court documents to Us within seven (7) days and to co-operate with Us,

Your entitlement to Damage Cover will be reduced according to the extent We are prejudiced in the settlement of any claim as a direct result of that delay.



## 14 Major Breach of the Rental Contract

### 14.1 Major Breach

A Major Breach of the Rental Contract occurs if there is a breach of any of the following:

- (a) clauses:
  - (i) 2 (who may tow the Caravan);
  - (ii) 3 (prohibited use);
  - (iii) 4 (prohibited areas of use);
  - (iv) 5.6 (reasonable care);
  - (v) 5.7 (notification of fault); or
  - (vi) 5.8 (unauthorised repairs),  
that causes Damage, theft of the Caravan or Third Party Loss;
- (b) clause 13 (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 16.2(b) (removal of Tracking Device).

### 14.2 No Damage Cover

If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract; or
- (b) tow the Caravan 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 and Third Party Loss; and
- (iii) are liable for and **must** pay any additional costs or expenses We incur in recovering the Caravan.

### 14.3 Termination and repossession

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Caravan if:

- (a) there has been a Major Breach; or
- (b) there has been a breach of clause 14.2(b).

## 15 Personal Property Securities Act 2009 (Cth)(PPSA)

15.1 You have no right to, or interest in, the Caravan other than as a bailee and You **must not** endeavour to obtain any other right or interest by Yourself or Your nominee.

15.2 You acknowledge that:

- (a) the Rental Contract may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Caravan;
- (b) We have a Security Interest in the Caravan and the Caravan will at all times remain subject to that Security Interest; and
- (c) We may register the Security Interest on the Personal Property Securities Register.

## 16 Privacy



### IMPORTANT NOTICE

**A breach of any part of clause 16.2(b) is a Major Breach of the Rental Contract. See clause 14 for further details.**

### 16.1 Personal information

- (a) Our Privacy Policy forms part of the Rental Contract.
- (b) By entering into the Rental Contract with Us You represent to Us that You have read and understood the Privacy Policy.
- (c) You consent to Us collecting, using and disclosing Your Personal Information in accordance with the Privacy Policy.

### 16.2 Tracking Device

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

## 17 Definitions and interpretation

### 17.1 Definitions

In these Terms and Conditions:

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

- (a) a collision between the Caravan 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 of a Towing Vehicle who is approved by Us to tow the Caravan and who is recorded on the Rental Agreement prior to the Start of the Rental.

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

**Damage** means:

- (a) any loss or damage to the Caravan that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use,

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

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

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

**Handover Inspection Report** means the document that shows the condition of the Caravan and lists any Damage at the time of the inspection.

**Incident Report Form** means the document You **must** complete and submit to Us if there is Damage to the Caravan or it has been stolen.

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

**Major Breach** means a breach of any of the clauses listed in clause 14.1.

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

**Overhead Damage** means:

- (a) Damage to any part of the Caravan; or
- (b) Third Party Loss,

caused by:

- (i) contact with any part of the Caravan that is within two centimetres of the top of the Caravan with objects overhanging or obstructing its path.
- (ii) objects being placed on the roof of the Caravan; or
- (iii) You or any person standing or sitting on the roof of the Caravan.

**Privacy Policy** means Our policy for the protection and handling of Your personal information.

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

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

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

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

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

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

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

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

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

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

**We, Us, Our**, means Dimitrios Morfoulis ATF the Morfoulis Family Trust trading as Luxury Caravan Hire ABN 28 220 532 138.

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

## 17.2 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation;  
and
- (b) where You comprises two or more persons each is bound jointly and severally.