

This is the Annexure B referred to in the agreement dated the  
\_\_\_ day of \_\_\_\_\_ 2020  
Between Pinnacle Caravan Hire and the Hire(s)



## ***Terms and Conditions of Hire***

**Hire to:** \_\_\_\_\_ **Booking Form Reference** \_\_\_\_\_ **Date** \_\_\_\_\_

**Commencement Date:** \_\_\_\_\_ **Return Date:** \_\_\_\_\_

### **Offer and Acceptance**

Any person(s) named on the hire agreement is to provide a signed copy of the completed Hire Agreement along with a copy of each current drivers licence with the deposit payment to Pinnacle Caravan Hire (hereinafter called the Company) which forms acceptance of this Hire Agreement.

By accepting this Hire Agreement, the customer (herein after called the Hirer) acknowledges full responsibility for the care, security and liability of the goods at all times during the period of hire or whilst in your possession or property within your care or control.

(a) The Hirer accepts that only approved drivers may be in charge of a towing vehicle.

(b) The Hirer must provide the Company two (2) forms of identification. One being a current photo drivers licence and either of the following, credit card, Medicare card or recent rates notice showing current address details for all drivers and the registration papers of every towing vehicle.

(c) The Hirer agrees the caravan is the sole property of the Company.

(d) The Hirer must not sell lend or sub-hire to or licence any third party in relation to or otherwise part with possession, custody or control of the hired goods.

(e) The Hirer acknowledge that the Company's Caravans and camper trailers must at all times be towed in a safe manner according to road and weather conditions and in accordance with the road laws and traffic regulations of the jurisdiction the hirer / approved driver is driving in.

(f) The Company reserve the right to cancel this agreement at any given time if our terms of payment are not strictly adhered to by the hirer(s).

(g) The Company reserve the right to refuse or to cancel the Hire to any persons whom we in our absolute and unrestricted discretion deem unsuitable customer, without being required to give specific reasons therefor.

Signed:

### **Driver's Qualifications**

The Hirer warrants that no person will tow the Caravan, Camper Trailer or Trailer unless that person:

- (a) Is over the age of 25 years and under the age of 70.
- (b) Is not under the influence of alcohol or a drug with a blood alcohol content exceeding the amount permitted by law in the jurisdiction in which the vehicle is operated.
- (c) The Hirer must disclose to the Company if 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.
- (d) Holds a current and valid motor vehicle driver's licence authorising the person to drive the vehicle, issued by a transport authority of an Australian State or Territory.
- (e) Should a foreign licence be in a language other than English, it must be accompanied by a current International Driving Permit, issued in the same country as the foreign licence was issued, or by an accredited English translation of that foreign licence. The Company has the sole discretion in determining whether a person with a foreign driver's licence will be permitted to drive/tow the vehicle.

### **Unauthorised and Prohibited Use**

The following persons must not drive or tow the vehicle:

- (a) Any person who is not identified on the rental agreement.
- (b) Any person whose blood alcohol concentration exceeds the lawful percentage whilst operating a vehicle.
- (c) Any person who is unlicensed or whose driver's licence has been cancelled, suspended or disqualified.
- (d) Any person who is under the influence of legal or illicit drugs or may return a non negative mobile drug test (MDT).
- (e) Any person who holds a Learner's Permit, Provisional or Probationary driver's licence.
- (f) Any person under the age of 25 years.

All insurance cover will be void if any of the above terms are breached and sole liability will fall with the hirer(s) in the event of damage, theft, vandalism.

### **Vehicle Compatibility**

It is the Hirers responsibility to ensure the following,

- (a) The towing vehicle's compatibility and loading weights comply with and legally correspond to the caravan hired including and not limited to GVCM, ATM, dimensions and towball weight, lights and brake functions
- (b) The Company will not accept any liabilities if loading capacities are breached.
- (c) The Hirer will not be permitted to remove the Caravan or Camper Trailer from the Company premises if the Hirer towing vehicle is non-compliant. In this instance booking will be treated as a 'No show' unless the Company have another Caravan or Camper Trailer which is suitable for the Hirer towing vehicle and is available for the specified hire period. If this occurs, the Hirer(s) may be charged any additional hire rates which apply to the secondary Caravan or Camper Trailer. No refund will be provided in any form.
- (d) A 50mm tow ball must be fitted to the towing vehicle.
- (e) The Hirer is responsible to ensure the towing vehicle complies with the towbar specifications and regulations including ball weight on the towbar.
- (f) The Hirer must ensure the tow vehicle has an electric brake control unit fitted as the Company caravans have different braking systems. Portable brake control units are available for the duration of the hire for a fee.
- (g) It is the responsibility of the Hirer to ensure not to overload the hired Caravan. In the event this occurs it is the Hirer own risk and liability.

### **Ownership of Caravan**

The vehicle shall remain the property of the Company and the Hirer shall not sell or otherwise part with possession of the vehicle.

Signed:

## **Payments**

The Hirer is liable for the following payments:

- (a) Deposit of the rental charge which is 25% or \$200 (whichever is greater) of total hire if the booking is placed more than 14 days prior to collection. Your deposit confirms and secures your booking for the period of hire and is only refundable according to our conditions under the Cancellations heading.
- (b) Balance of the rental charge is due 30 days prior to pick up unless otherwise agreed by the Company in writing.
- (c) Security deposit bond of \$1000 is due 5 days prior to pick up and is fully refundable as per clause d
- (d) The Caravan must be delivered back on time in the same condition as the day of hiring to the place the hire commenced unless otherwise agreed by the Company in writing. The security bond will be paid back in full or part within seven (7) days depending on any damage or missing items that need to be accounted for but disregarding normal wear and tear.
- (e) All costs incurred by the Hirer during the hire period in respect of toll fees, parking or any other traffic violations fines whenever the Company becomes aware of such violations.
- (f) Insurance excess in the event of loss or damage
- (g) All costs associated with loss of, or damage to the Caravan (including loss of use) cost of the Caravan, legal expenses, towing and recovery charges where:
  - (i) The Caravan is totally or partially immersed in water (regardless of the cause) within seven days of receipt of repair quotation from a reputable firm.
  - (ii) The interior of the Caravan is damaged (regardless of the cause) within seven days of receipt of repair quotation from a reputable firm.
  - (iii) The Caravan is damaged by driving it under or into an object lower than the height of the caravan within seven days of receipt of repair quotation from a reputable firm.
  - (iv) The Caravan has been abandoned and not returned to the location specified on the hire agreement and requires retrieval.

## **Cancellations**

The Hirer agrees to the Cancellation fees as follows:

- (a) If cancelled over 30 days prior to pick-up date: 25% of the full rental charges.
- (b) If cancelled within 14-29 days of pick-up date: 50% of the full rental charges.
- (c) If cancelled 8-13 days prior to pick-up date: 75% of full rental charges.
- (d) If cancelled within 7 days prior to pick-up or no show: No refund available.

## **Rental Period**

Rental days are calculated on a per calendar day basis. When calculating the number of days, the vehicle is rented the day of pick-up is counted as the first day of the rental and the day of drop-off is counted as the final rental day.

- (a) Minimum rental is 3 days during Off Peak period and 7 days during Peak period. This is subject to availability and depending on times of the year.
- (b) Late pick up or early return does not entitle the Hirer to any refund.
- (c) Caravan pick-up and drop-off times are shown on your reservation receipt and must be adhered to. Any alterations must be approved by the Company. Please ensure you keep in contact with us prior to collection and drop off.
- (d) Caravans returned late without formal approval will be charged a full day's rental penalty unless prior arrangement has been made.
- (e) Caravans not returned to the location specified on the reservation receipt or abandoned caravans will incur additional retrieval costs which will be subtracted from the security bond or charged in addition to the security bond if such costs exceed the security bond value.
- (f) Rental time extensions or drop-off location changes are at the discretion of the Company and rely entirely on future demand and availability. Any request for an extension must be communicated as soon as practicable and possible and must be approved by the Company before expiration of the hire agreement.

Signed:

## **Cleaning / Maintenance**

It is the responsibility of the Hirer to return the caravan in the same condition inside and out as the first day of hire. The Company supplies adequate cleaning equipment to ensure the vans can be cleaned upon return.

A service fee of \$99 on ALL caravan hires to cover consumable products is charged.

The Company offers a cleaning service if required starting at \$150. This allows 2 hours cleaning inside and out after the van has been returned. This service must be booked in advance. Conditions apply.

The Hirer is responsible for:

- (a) In applicable caravans the toilet cartridge **MUST** be emptied and rinsed prior to returning the vehicle. Failure to do so **WILL INCURE A \$250 FEE DEDUCTED** from the security deposit. This also applies if the toilet cartridge is not emptied and overflows in the cartridge cabinet during the hire period.
- (b) In applicable caravans the microwave and stove **MUST** be cleaned prior to being returned.
- (c) During an extended hire period it may be necessary to clean the front of the van for road grime and bugs with the hose and brush supplied.
- (d) Smoking and pets are strictly forbidden in our caravans. Additional cleaning fees will apply to remove any smoke / pet odours. This also includes smoke from campfires.
- (e) All supplied equipment must be stored correctly with any covers supplied
- (f) Checking wheel nuts and tyre treads on a regular basis. Wheel nuts should be tightened every 1000 kilometres.
- (g) When the caravan is unhitched or unattended a coupling lock must be fitted. This lock will be provided by the Company. Any damage or fault with supplied lock must be reported immediately.

## **Condition Reports & Inspection**

### **Pick Up**

The Company will:

- (a) Carry out an inspection of the caravan and document in the Condition Report in the presence of the Hirer. The Hirer shall approve, or otherwise, the Condition Report.
- (b) Upon approval of the Condition Report by the Hirer both parties will sign it, after which the Company will provide a signed duplicate copy thereof, at the Hirer request.
- (c) If the parties cannot agree on the Condition Report, or if the Hirer does not accept the Condition Report, then the rental of the caravan will not proceed and this hire agreement, if commenced, will immediately be terminated.

### **Drop off**

The Company will:

- a. Inspect the interior and exterior of the caravan and compare its condition to that contained in the Condition Report agreed between the parties at the hire commencement date.
- b. inspect the inventory to ensure that all items are accounted for and in good repair; If the condition of the caravan is not in accordance with the Condition Report, or some of the items on the inventory are missing or damaged, the Company may deduct from the security deposit an amount estimated to restore the caravan and/or the inventory to its pre-hire commencement date condition. This inspection will be carried out within 48 hours of the caravan being returned.

## **Pinnacle Caravan Hire's Liability**

The Company will not be liable to the Hirer for any loss, damage or inconvenience caused by delayed delivery of the caravan, or by the caravan not being as described in any advertisement, or by the caravan not being suitable for the purpose of the Hirer.

The Company will not be liable for any loss or inconvenience from change in drop-off location caused by natural disasters including but not limited to floods, cyclones, thunderstorms, strong winds, hailstorms, earthquakes, etc, nor for any personal injury or damage to the property of the Hirer caused thereby.

Signed:

### **Towing – Rules and restrictions**

- (a) The Company caravans are **NOT** allowed on unsealed roads other than to access certain National Parks and camping grounds.
- (b) The Company caravans are not allowed on rocky roads, swollen or flooded river crossings, beaches or 4wd tracks. Any costs associated with damage caused whilst travelling on unsealed roads will be the full responsibility of the Hirer.
- (c) Tyre pressures must be adjusted to suit the road conditions. The Hirer must always drive at a safe and suitable speed according to the road conditions and follow all applicable speed and warning signs.
- (d) Use on unnamed 4WD specific tracks, areas or parks is NOT permitted. Insurance does not cover driver neglect, recklessness misuse or other such conduct which may result in undercarriage, or otherwise damage, caused by rocks and stones, which can occur while driving on any such unsealed roads.
- (e) All caravans contain GPS tracking devices which monitor location & speed. Towing of a Company vehicle on an unsealed road without approval from the Company additional charges may apply and be deducted from your security bond or invoiced separately upon return of the caravan
- (f) Before travelling the Hirer must ensure all exterior lights are connected and working and safety chains are attached correctly with appropriately rated shackles / connectors.
- (g) Before travelling the Hirer must ensure all hoses and electrical leads have been disconnected and stowed away in the correct place and all stabilizer legs, wheel chocks, levelling pads, TV aerial, TV removed from bracket and jockey wheel have been correctly and securely stowed.

### **Accident and Damage**

The Hirer agree and acknowledge that:

- (a) In the event of an accident, involving the caravan, you must notify the Company immediately.
- (b) In the event of an accident involving another vehicle, you must obtain the registration, make, model & colour of the other vehicle(s), the name, address and drivers licence details of the other driver(s) and the names and addresses of any witnesses. Do not move the vehicle if it is unsafe to do so.
- (c) The above details will be forwarded to us as soon as practicable.
- (d) The Hirer must make a report to Police regarding any accident involving the goods or malicious damage caused to or theft of the goods by a third party during the hire period and notify the Company.
- (e) In the event of a breakdown the liability is that of the Hirer and it is the responsibility of the Hirer to ensure the vehicle and its equipment are safe and secure.
- (f) The Hirer(s) 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.
- (g) In the event where the amount of damage or replacement cost exceeds the security bond the Hirer shall be responsible for paying any additional amounts which will be charged against the credit card number as supplied by the customer for the security bond.
- (h) In the event of an accident involving the property of the Company all repair costs will be the responsibility of the Hirer and be liable to be deducted by the Company from the security bond and claimed from the Hirer(s) in full by the Company. Where a third party is alleged to be at fault, all bond monies will be retained by the Company until liability can be verified as determined by the Company or by any representative on our behalf
- (i) The Hirer agrees that the Company 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. The Company recommend the Hirer takes out their own travel insurance.
- (j) Do not leave awning (if applicable) 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(s). **All damage and costs during the hire period shall be covered by the Hirer.**
- (k) The Hirer is responsible for replacing punctured, blown or shredded tyres at their own expense and must replace with the same make and model and size. (i.e. no re-tread).

Signed:

### **Accident and Damage (Continued)**

(l) The Hirer **MUST** 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. Storing hard items inside the Caravan on any surface bed or floor is strictly prohibited including but not limited to suitcase, camping chairs, BBQ, gas bottle, esky or portable fridges, where this is likely to cause damage to any floor covering, finish or furniture. If applicable make sure TV is secure or is packed safely away.

(m) The Company will not be responsible nor liable for costs associated with alternative accommodation sort due to any unforeseen circumstances that may arise during the booking period with the repair of the vehicle if required.

(n) In the event of potential issue with the vehicle hired or part thereof, the Company is to be notified as soon as practical. The Company will advise the best course of action to rectify the situation. The Hirer agrees to consult and negotiate with the Company and conduct the actions necessary.

(o) If the affected caravan or part thereof is deemed to be essential to functioning of the caravan, then arrangements will be made for the immediate repair. If the issue is deemed to be not essential - repairs will be conducted upon the caravans return

(p) It is prohibited to carry or transport any flammable items within the caravan.

(q) Any malicious damage caused to the caravan by you or occurring during the period of Hire is your legal responsibility and is liable to be claimed by the Company from you together with associated costs.

### **Representations and Warranties**

The Hirer acknowledges that:

(a) No representation warranty condition or description either express or implied is or has been made or given by the Company as to the quality fitness safety or otherwise of the vehicle and that all warranties and conditions whether express or implied are excluded except such conditions and warranties as are implied into this agreement by the Trade Practices Act 1974.

(b) The Hirer will use the Caravan only as a holiday home for no more people than the maximum occupancy stated in the Hire Agreement and will not operate a business from the caravan or use it for any improper, immoral or illegal purpose.

(c) The Hirer is required to exercise due care when using the caravan and are required to use the caravan in accordance with the manufacturer's instructions, or other instructions provided by the Company.

(d) Whenever the Caravan is left unattended, the Hirer will fasten all locks to all doors and windows and activate any fitted/supplied security devices, to minimize and/or prevent unauthorised access to, or theft of the caravan.

(e) The Hirer having inspected the vehicle before signing this agreement agrees that it is roadworthy, clean and in good condition. The Hirer agrees to return the vehicle to the Company in the same condition except for normal wear and tear.

### **Insurance and Excess Liability**

The Company will maintain insurances against any risk relating to the caravan.

The Hirer acknowledges that the Company will not insure anything owned by the Hirer. All caravans have an insurance excess in the event of damage of which the Hirer is responsible for the payment of this excess in respect of those damages, howsoever caused.

The Hirer will not:

(a) Commit any act, nor allow anyone else to commit any act, that could adversely affect the Company Insurance of the caravan.

(b) Settle or compromise a claim without written consent of the Company, irrespective of which party makes such a claim. If the Hirer does anything that prejudices the Company's Insurance, The Hirer will be liable to the Company for any resulting loss.

Signed:

## **Valuables**

The Company assumes no liability for valuables left in or stolen from the vehicle and insurance on personal property is the responsibility of the Hirer.

## **Default and Consequences of Default**

A Default event occurs under this Hire Agreement if:

- (a) The Hirer fails to make any payment due under the terms of this Hire Agreement for a period of 2 days from the due date thereof.
- (b) The Hirer fails to remedy a breach of this Hire Agreement within 2 days of receiving a written notice from the Company outlining the said breach.
- (c) The Hirer has provided false and/or misleading information/documentation pertaining to this Hire Agreement.
- (d) The Hirer fails to drop-off the Caravan to the Company on the rental termination date.
- (e) The Hirer becomes bankrupt or insolvent, is unable to pay its debts when they are due and payable or the Hirer has an administrator, official manager, receiver, or liquidator appointed over it, or its assets.
- (f) The Company may, in its absolute discretion, terminate this Hire Agreement upon the occurrence of a default event by giving a written notice (inclusive of electronic means) thereof to the Hirer.
- (g) Upon receipt of a written notice of termination the Hirer must immediately drop-off the caravan to the Company and pay:
  - (i) All outstanding Rental Payments.
  - (ii) The Early Termination Payment calculated as at the drop-off date; and
  - (iii) Any other amounts payable by the Hirer under this Hire Agreement.
- (h) Upon a default event the Company may, at its absolute discretion, and without giving notice to Hirer, remove the caravan and may if necessary, enter upon the private property of the Hirer, or any other person, for that purpose.
- (i) The Company will not be liable to the Hirer for any loss or damage the Hirer suffers because the Company exercised its rights under this clause

## **Indemnity**

The Hirer shall indemnify and keep indemnified the Company from and against all claims, loss, damages and expenses whatsoever, incurred directly or indirectly by reason of any breach of the Hire Agreement, negligence, tortuous act or other wrongdoing by the Hirer and without limiting the foregoing, the Hirer shall indemnify the Company specifically for:

- (a) All damage to or loss of the caravan arising to the extent to which the same is not recoverable under any policy or insurance.
- (b) Injury to or death of any person and damage to any property and all claims damages losses and expenses arising from or incidental to the possession use or operation of the vehicle
- (d) The costs of rectification of all under carriage damage
- (e) The cost of repairing all body damage unless such damage can be attributed to a specific accident on a public road.
- (f) The costs of returning the caravan to the Company should the vehicle breakdown or be damaged or need towing (regardless of the cause).
- (g) The costs of rectification of damages to suspension, chassis, axles wheels or other damages caused by abnormal use, misuse or abuse of the vehicle
- (h) The costs of replacing any missing equipment.
- (i) Any action, claim, proceeding or demand instituted or made against the Company by a third party which arises directly or indirectly out of any conduct by the Hirer in its use and/or possession of the caravan.
- (j) Any loss or damage the Hirer suffers because the Company exercised any of its rights following a default event
- (k) The Company's costs and disbursements incurred as a consequence of it exercising its rights following a default event.

Signed:

**Termination**

The Hire Agreement may be terminated by the Company at any time if, in its absolute discretion, it considers that the Hirer is a credit risk, the Hirer is in breach of the Hire Agreement or in any event on the provision of seven (7) days' notice in writing by the Company to the Hirer. Hire Agreement, Terms & Conditions

This agreement in addition to other mentioned documentation , Booking Form and Hire Agreement, Condition Report, drivers licence and vehicle registration constitutes the entire agreement between the Company and the Hirer and no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement.

The Company reserves the right to refuse, terminate any hire agreement at any time without notice if they feel their asset is at risk.

\*\*\*\*\* END OF DOCUMENT \*\*\*\*\*

I the undersigned have read and understand the contents of this Terms and Conditions document and have had the opportunity to question the same.

**Signed: Hirer** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Signed: Hirer** \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed on behalf of the Company: \_\_\_\_\_

Print Name: \_\_\_\_\_