

# Terms & Conditions



By selecting the **"I Accept"** button, you are signing this **Agreement electronically**.

You agree that your electronic signature is **the legal equivalent of your manual signature** on this Agreement.

**A Security Bond of \$1100 is payable on all Van Hires and is fully refundable on return of van without incident or accident.**

## TERMS & CONDITIONS OF HIRE

This contract will make reference to Dragonfligh Investments Pty Ltd, trading as Maroochy Caravan Hire as the 'hirer', and the customer \_\_\_\_\_ will be referred to as the 'Hiree'. The word 'caravan' will hereafter refer to the (*Caravan Description Registration No and Name*). The hire period begins upon the Hiree receiving the caravan, and ends when the caravan is delivered to the hirer at the agreed delivery point.

### PAYMENTS

1. The Hiree must pay a deposit of 25% of the total hire charge on final booking of the caravan. There will be no finalised booking until this deposit is received by the hirer.
2. All monies must be paid in cleared funds and this agreement signed 14 days prior to receiving the caravan.
3. The hirer must receive a bond of \$1100 in cleared funds 14 days prior to receiving the caravan. This will be refunded in full upon return of the caravan as per clause 4.
4. Return of the bond is contingent on the caravan being in the same condition as it was on day of hiring, disregarding normal wear and tear. Return of the bond is also contingent on being returned on the date contained in this agreement.
5. The 'same condition' referred to in clause 4 includes but is not limited to the toilet being emptied and cleaned, the fridge emptied and cleaned and the shower cleaned, and at least one full gas bottle returned. If the caravan is returned in an unclean condition, charges may be deducted from the bond.
6. A penalty of \$150 a day will apply for late returns. If the late return of the caravan jeopardizes another booking then loss of bond may occur.
7. There will be no refund for early termination of a rental or hire agreement.

### DRIVER'S QUALIFICATIONS

8. The Hiree and driver must be over 25 years of age. The Hiree and driver must hold a current full driver's licence which complies with current laws in Australia.
9. The towing vehicle must be currently registered according to state laws. The Hiree is responsible for this and for ensuring the towing vehicle has full comprehensive cover.
10. The towing vehicle must be driven according to all state and national road rules, and laws including driving under the legal limit of alcohol.
11. The Hiree and/or driver must not be guilty of any driving offences, nor been refused any motor vehicle insurance.
12. The hirer reserves the right to refuse hire to any persons or towing vehicle deemed unsuitable.

### DAMAGE TO CARAVAN

13. The Hiree will not be liable for the costs of normal wear and tear as per clause 4.
14. Any other costs of damage, including but not limited to missing, lost, broken or substituted items, will be deducted from the bond.
15. Any malicious damage shall be repaired at the Hiree's expense.
16. The Hiree is responsible for replacing tyres that are punctured, shredded or blown during the hire period, or will be liable for these costs.
17. The hirer will not be liable for the costs that are a result of any inconvenience, theft of equipment or damage caused during the hire period.
18. The Hiree must make a full report to Police regarding any accident or damage caused to the caravan or equipment during the hire period. The Hiree must contact the hirer immediately regarding any accident or damage caused to the caravan or equipment during the hire period, including breakdowns.
19. If involved with an accident with another vehicle, the Hiree must obtain the other vehicles registration, make, model, and colour, as well as the drivers licence number, name, contact number, address and insurance details.
20. The Hiree agrees that the hirer will not be liable for any damage to persons and/or property in relation to the hire of the caravan and equipment, nor for any costs incurred by the theft of the caravan or equipment, including the Hiree's personal property.
21. If there is a breakdown, the Hiree is responsible for the security and care of the caravan and equipment. The hirer is not liable for any inconvenience caused to the Hiree by reason of the breakdown, howsoever caused.

**RESTRICTIONS**

- 22. No smoking or pets allowed in the caravan.
- 23. Caravans are not to be taken on unsealed roads other than dirt access roads to camping areas or national parks. Consequential damage caused by poor selection of roads and its conditions is to be met entirely by the Hiree.
- 24. Items must not be left unsecured when travelling.
- 25. Awnings must not be up in windy, rainy or extreme conditions or when the caravan is unattended.
- 26. The hirer will not be liable to the Hiree for any loss, damage or inconvenience caused by the delayed delivery or cancellation of hire of the caravan.

**CANCELLATIONS**

- 27. If the hire agreement is cancelled over 30 days before the day of commencement of the hire period, 10% of the full rental fee must be paid.
- 28. If the hire agreement is cancelled within 7-29 days before the day of commencement of the hire period, 50% of the full rental fee must be paid.
- 29. If the hire agreement is cancelled within 1-6 days before the day of commencement of the hire period, 75% of the full rental fee must be paid.
- 30. If the caravan is not picked up, or the booking is cancelled on the day of commencement of the hire period, no refund is available.

**VEHICLE AND CARAVAN REQUIREMENTS AND SPECIFICATIONS**

- 31. A coupling lock must be fitted when caravan is unhitched from the towing vehicle.
- 32. The Hiree is responsible in ensuring that the electric brake connections are connected and operating. The Hiree is responsible for ensuring the caravan is safely attached to the towing vehicle whilst travelling.
- 33. The Hiree is responsible for tightening the wheel nuts every 1000 kilometres and every 100 kilometres for the first 400 kilometres after changing the wheel mount.
- 34. The towing vehicle and tow bar must conform to specifications regarding loading and vehicle compatibility. The hirer reserves the right to refuse hire to a Hiree who does not ensure compliance with these specifications.
- 35. The towing vehicle's tow ball must be free to have stabilizers fitted if required.

**By signing this agreement, the Hiree agrees that he or she has read, understood and agreed to all the terms and conditions contained in this document. The Hiree is aware of the requirements for towing and using a caravan and all the equipment supplied. The Hiree agrees that the caravan and all its equipment will be used solely for its intended purpose.**

I accept that I am signing this agreement electronically and that my electronic signature is the legal equivalent of my manual signature on this Agreement.

I the Hiree acknowledge and agrees that the terms and conditions contained in this document constitute the entire agreement and the Hiree will not rely on any representations made by the hirer outside the scope of this agreement.

Hiree  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Hiree 2 (if applicable)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

