



Terms and Conditions of Rental Agreement

CONSUMER RIGHTS STATEMENT

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer (**Your Consumer Rights**) under applicable consumer protection legislation, including the Australian Consumer Law.

Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

1 INTERPRETING YOUR RENTAL AGREEMENT

The rental agreement (**Rental Agreement**) between Maroochy Caravan Hire (hereinafter referred to as MCH) and You is made on the date shown on the Rental Agreement You have signed in respect of the Caravan, and is made up of that Rental Agreement and these Terms and Conditions.

'Authorised Driver' means You and any additional driver who is:

- Your spouse; or
- Any other person added to the Rental Agreement and/or booking form as an additional authorised driver.

'Australian Consumer Law' means Schedule 2 to the *Competition and Consumer Act 2010*;

'Bond' means the sum of money recorded on the Rental Document and herein below payable by You to MCH which MCH may use to defray any reasonable costs and charges payable by You at the expiry of the Rental Period resulting from damage to the Caravan and or third party claims arising from Your negligence during the Rental Period;

'MCH' means Maroochy Caravan Hire ABN 91 258 029 790.

'Collection Costs' means MCH's reasonable costs of collecting unpaid Rental Charges from You;

'Fair Wear and Tear' means minor damage or deterioration as a result of normal use;

'Late Return Charge' means a single charge payable by You if You do not return the Caravan on the date and by the time shown on the Rental Document or an alternative return date and time as agreed with MCH;

'Overhead Damage' means damage (excluding hail damage) to the Caravan during the Rental Period above the top of the door seal, or damage to third party property, caused by the Caravan coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Caravan, or You or any person standing or sitting on the roof of the Vehicle;

'Rental Charges' means the fees, costs, amounts and charges specified on the Rental Document or payable under this Rental Agreement;

'Rental Period' means the period commencing on the date shown on the Rental Document and ending on the date that You return the Caravan to MCH;

'Tow Vehicle' means a vehicle provided by you which by law is of a suitable type and has appropriate specifications to tow the Caravan, and which is subject to current registration and comprehensive insurance cover.

'Underbody Damage' means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars where MCH considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage;

'Caravan' means the caravan described on the Rental Agreement, and includes its parts, components, keys, all Accessories and contents supplied by MCH unless the context requires otherwise; and

'You' or **'Your'** refers to the person(s) with whom the Rental Agreement is made.

2 RENTAL CHARGES AND AGREEMENT

- 2.1 Complete and sign the booking form and pay 25% of the rental charges to secure your booking. No less than 14 days prior to the date of hire (unless otherwise agreed to by MCH) you must pay to MCH;
 - (a) the balance of the Rental Charges as calculated by MCH; and
 - (b) a refundable Bond of \$1,100.00, subject to the terms and conditions of the Rental Agreement.
 - (c) There is a non-negotiable service fee of \$99 charged on all caravan hires to cover preparation of the van and consumable products.
- 2.2 On receiving Your deposit and signed booking form including the Rental Agreement MCH will confirm your booking.
- 2.3 You acknowledge and accept that by signing the booking form / Rental Agreement you will be legally bound by the Rental Agreement including these Terms and Conditions, and that You may sign the Rental Agreement electronically in which case Your electronic signature howsoever recorded is the legal equivalent of Your manual signature. Alternatively an email copy of Your manual signature shall be sufficient to constitute Your intention to be legally bound by the Rental Agreement including these Terms and Conditions.

3 CANCELLATION PRIOR TO COMMENCEMENT

- 3.1 You agree that if You wish to cancel irrespective of the reason why prior to the commencement date of Your Rental Agreement You must do so in writing. Cancellation by You prior to the commencement of the Rental Period is at the sole discretion of MCH and if they accept such cancellation You agree to pay a cancellation fee to MCH that is reasonably calculated on the basis of the length of the notice period you provide and, taking into account that MCH may not be able to rent the Caravan to another person and may suffer a consequential loss.
- 3.2 The cancellation fee is calculated, as follows:
 - (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) 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.
- 3.3 The hirer will not be liable to You for any loss, damage or inconvenience caused by the delayed delivery or cancellation of hire of the caravan.

4 USE OF THE CARAVAN

- 4.1 You must:
 - (a) Complete, sign and return by text photo or email the Pre Hire Checklist Part A on the first day of your hire detailing any pre existing damage. If you choose not to return the document at the start of your hire, you agree that the caravan has no pre existing damage;
 - (b) not use, or allow the Caravan to be used for any illegal purpose;
 - (c) not use the Caravan when it is damaged and unsafe;
 - (d) not take the Caravan 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 You.
 - (e) not leave items inside the Caravan unsecured while travelling;
 - (f) not leave awnings out in windy, rainy or extreme weather conditions;

- (g) not smoke or allow pets within the Caravan or allow any other person to smoke or allow pets within the Caravan at any time. If You or another person has been smoking or allowed pets in the Caravan during the Rental Period You will be required to pay the cost of any professional cleaning and/or odour extraction reasonably incurred by MCH and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or smoke odour extraction;
- (h) not use the Caravan in contravention of any law.

4.2 It is your responsibility to:

- (a) fit a coupling lock when the Caravan is unhitched from the towing vehicle;
- (b) ensure that the Caravan is safely and securely attached to the towing vehicle while travelling including ensuring that the electric brakes are connected and operating;
- (c) tighten the Caravan wheel nuts every 1000 kilometers and every 100 kilometers for the first 400 kilometers after changing the wheel mount;
- (d) ensure that the towing vehicle and tow bar conform to legal specifications for loading and all other requirements;
- (e) ensure that if required the towing vehicle tow ball has stabilizers fitted.

5 TOW VEHICLE AND DRIVER

5.1 You undertake that:

- (a) Your tow vehicle is currently registered and is covered by a comprehensive insurance policy;
- (b) Your tow vehicle is by law an appropriate type and includes specifications suitable to tow the Caravan;
- (c) You and any other Authorised Driver hold a current full drivers licence valid under Australian law;
- (d) You and any other Authorised Driver are aged over 25 and under 75 years of age;
- (e) when towing the Caravan you and any other Authorised driver will not be under the influence of alcohol or drugs and will otherwise abide by applicable speed limits and all other road rules;
- (f) at the time You sign the Rental Agreement You and any other Authorised Driver will provide MCH with a copy of Your driver's licence and a certificate of currency for Your Tow Vehicle insurance.

6 RETURN OF CARAVAN

6.1 You must return the Caravan to MCH:

- (a) To the place, on the date and by the time shown on the Rental Agreement unless You have informed MCH of a change prior to the return date and time and MCH has agreed to the change; and
- (b) In the same condition as it was at the commencement of the Rental Period, Fair Wear and Tear excepted.

6.2 If You return the Caravan at an earlier date or time than agreed, all Rental Charges recorded on the Rental Agreement shall be payable, unless otherwise agreed by MCH.

6.3 MCH may request the immediate return of the Caravan, or MCH may recover the Caravan without notice, if;

- (a) The Rental Period expires without satisfactory arrangements having been made by You with MCH; or
- (b) MCH reasonably suspects that:
 - (1) the Caravan may be used for an unlawful purpose;
 - (2) damage to the Caravan, or injury to persons or property, is likely to occur; or
 - (3) the Caravan will be involved in an industrial dispute.

- 6.4 If You do not return the Caravan on the date and by the time shown on the Rental Agreement (or any extended date or time agreed with MCH) then;
- (a) After written notice to You and if the location of the Caravan is unknown, MCH may report the Caravan stolen to the Police; and
 - (b) You must pay MCH all Rental Charges (including additional Rental Charges) and compensate MCH for any loss MCH suffers (including all reasonable additional costs MCH incurs recovering the Caravan) up to the time that the Caravan is recovered by MCH.
 - (c) MCH may charge a daily late fee of \$150.00 for every full or part day the Caravan is not returned. If due to You returning the Caravan late MCH is unable to accommodate a preexisting booking You shall be liable to compensate MCH for any resulting loss.
- 6.5 Toilet cannisters must be emptied and washed out before return and the fridge, microwave and stove cleaned.
- 6.6 It is the responsibility of the customer to return the vehicle in the same condition inside and out as the first day of hire. MCH supplies basic cleaning equipment to ensure vans can be cleaned upon return. There is a service fee of \$99 charged on all caravan hires to cover consumable products. Excessive cleaning required by MCH will result in an additional cleaning fee taken from the bond at \$77 per hour, (\$250 maximum).

7 LIABILITY FOR LOSS OR DAMAGE

- 7.1 The liability for damage to or loss of the Caravan during the Rental Period may be divided between You and MCH. Some of the risk will be covered by insurance.
- 7.2 MCH is liable for any damage to or loss of the Caravan that is our fault. This includes:
- (a) any failure on our part to properly maintain the Caravan; and
 - (b) loss or damage directly due to our negligence or willful default.
- 7.3 You are liable to compensate MCH for any damage or loss that is Your fault or is attributable to Your use of the Caravan. This includes:
- (a) damage or loss caused or contributed to by You;
 - (b) Overhead damage or Underbody damage (including, without limitation, damage which occurs if You tow the Caravan into a bridge, a tunnel, a tree, or the roof or boom gate of a car park, or damage to the underbody suspension chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speed) which damage is not attributable to Fair Wear and Tear;
 - (c) You driving in a manner that results in total or partial inundation or immersion of the Caravan in water or exposure of the Caravan to salt water (including, without limitation, damage which occurs as a result of You towing the Caravan on the beach, through floods, creeks or rivers);
 - (d) damage to a tyre or an accessory not attributable to normal wear and tear that is caused deliberately or recklessly by You.
- For the purposes of clause 7.3(a) to (d), any reference to You includes an Authorised Driver and any person You or the Authorised Driver allow to tow the Caravan.
- 7.4 You are also liable for damage to third party property which is caused or contributed to by You or an Authorised Driver or any person you or an Authorised Driver allow to tow the Caravan.
- 7.5 Where loss or damage is caused by a third party and you are resident in Australia, You will not be liable provided You provide MCH with the details of the incident so that MCH can recover the amount of loss or damage from the third party.
- 7.6 Where the Caravan is stolen and you have reported the Caravan as stolen to the police immediately on becoming aware of the theft and provided MCH with a copy of the police report, You will be liable to compensate MCH the Excess Amount on MCH's insurance policy. If you fail to report the Caravan as stolen to the police immediately on becoming aware of the theft or fail to provide the report to MCH, You will be liable to compensate MCH to the full value of the Caravan at the start of the Rental Period.

8 INSURANCE AND LOSS

- 8.1 If You are liable to compensate MCH, we will waive that liability if:
- (a) You pay the Excess Amount for each separate event involving:
 - (1) damage (including hail damage) to, or loss of, the Caravan; or
 - (2) damage to the property of any third party which is caused by You or an Authorised Driver.
- 8.2 In the event of an unintentional collision between the Caravan and any other object, including another vehicle, during the Rental Period that results in damage to the Caravan or to the property of any third party, MCH waives Your liability under clause 7.3 and will ensure that You are entitled to be indemnified under the MCH insurance policy, and MCH will refund You any Excess Amount You paid MCH, provided that, acting reasonably, MCH agrees that You or an Authorised Driver were not at fault and:
- (a) You or the Authorised Driver that was towing the Caravan at the time of the event holds a current and valid driver's licence;
 - (b) You have provided MCH with any details of the incident that MCH reasonably requests, including having made reasonable attempts to obtain:
 - (1) The name, residential address, contact phone and licence number of any person involved;
 - (2) The registration numbers of all vehicles involved;
 - (3) An accurate description of the incident and location; and
 - (4) The names of any attending police officers and the stations at which they are based; and
 - (c) You have supplied or MCH has established the name of the insurer of any third party You believe was at fault.

9 PAYMENT FOR LOSS OR DAMAGE

- 9.1 If You are required to pay an excess under clause 8.1, if MCH subsequently comes to a reasonable belief that the insurer of a third party will pay MCH for the loss or damage, MCH will, within a reasonable period of time of forming that belief, refund You the Excess Amount You paid under this clause.
- 9.2 For the purposes of this clause 9.2, 'Recovery Costs' means, in relation to the loss of, or damage to, the Caravan;
- (1) any appraisal fee actually and reasonably incurred;
 - (2) any towing, storage and recovery costs actually and reasonably incurred; and
 - (3) a reasonable administration fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.
- (a) If clause 7.3 or 8.1 applies, MCH will notify You of the Recovery Cost. You must pay to MCH the Excess Amount at the time of loss of, or damage to, the Caravan pending MCH's assessment of the loss and damage and, if applicable, the repair of the Caravan, subject to Your right to a refund under clause 9.4.
 - (b) For the purpose of calculating any refund under clause 9.4, MCH will add the Recovery Costs to the amount of the costs of damage and repair to the Caravan.
 - (c) If clause 6.3 applies, and if the total of the Recovery Costs and the costs and fees that you must pay under clause 7.3 is greater than the Excess Amount (with the difference being the 'Gap Amount'), You must pay to MCH the Gap Amount.
- 9.3 Where You are required to pay MCH under clause 6, the amount You must pay for any loss, damage, repair, cost or fee:
- (a) may be reasonably determined by MCH; and
 - (b) in relation to damage to the Caravan, is the lesser of the cost of repairs to the Caravan or the market value of the Caravan at the time of the damage.

- 9.4 If the amount determined by MCH and paid by You under clause 9.2 exceeds the final cost of the loss, damage or repair, MCH will refund the difference to You within a reasonable period of time.
- 9.5 MCH will provide details to You of the final cost of the loss, damage or repair on request by You and within a reasonable period of time. These details will include supporting documentation such as copies of the assessment, repair, towing and assessing invoices and photos of damage.
- 9.6 If You report the Caravan stolen to MCH and to the police in accordance with these terms, MCH will charge you the Excess Amount. MCH will initiate enquiries with the relevant authorities with a view to recovering the Caravan. If the Caravan is recovered, MCH will refund the Excess Amount less any amount for damage arising from the condition in which the Caravan is found as a result of the theft, which is not recovered from a third party.

10 CLAIMS AND PROCEEDINGS

- 10.1 Where the use of the Caravan by You, or an Authorised Driver, or any other person results in an accident or claim (**Incident**), or where damage or loss is sustained to the Caravan or the property of any third party, You must ensure that You or any Authorised Driver:
- (a) promptly reports the Incident to the local police (if required by law);
 - (b) promptly reports the Incident in writing to MCH;
 - (c) permits MCH or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name or in the name of the Authorised Driver in relation to the Incident;
 - (d) completes and furnishes to MCH within a reasonable time any statement, information or assistance which MCH or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.
- 10.2 MCH will meet the reasonable out-of-pocket expenses of You or the Authorised Driver to comply with clause 10.1(d).

11 PAYMENT

- 11.1 You agree to pay MCH:
- (a) all Rental Charges;
 - (b) any amount paid or payable by MCH or You to any person arising out of Your use of the Caravan or imposed on You or MCH by any government or other competent authority;
 - (c) the replacement cost (as reasonably determined by MCH) for a lost or stolen accessory;
 - (d) any amount which You reasonably owe to MCH under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise.

MCH will provide to You clear information containing sufficient detail about any amount payable under this clause 11.1, including a clear justification with respect to the amounts charged and how these amounts have been calculated.

- 11.2 MCH will pay, within 7 days, any refund due to You.

12 TERMINATION

- 12.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.
- 12.2 You may terminate the Rental Agreement if MCH increases the Rental Charge specified in the Rental Agreement for a reason that is not due to an act or omission of You or the Authorised Driver.
- 12.3 Subject to clauses 6 and 11 (inclusive), You may terminate the Rental Agreement at any time by returning the Caravan to MCH.

13 PROPERTY IN CARAVAN

- 13.1 Unless MCH or an employee of MCH acting in the course of their employment is negligent, or fraudulent, MCH is not liable to any person for any loss of, or damage to any property:
- (a) left in the Caravan after its return to MCH; or
 - (b) stolen from the Caravan or otherwise lost during the Rental Period.
- 13.2 Lost property of the customers will be kept by MCH for a period of one week then if unclaimed, donate it to charity. It is the responsibility of the customer to contact MCH during the week following the hire.

14 DISPUTE RESOLUTION

- 14.1 MCH will use its best endeavours to respond to Your complaint within 15 business days of the date of receipt of the complaint, provided MCH has all necessary information and has been able to complete any investigation required.
- 14.2 If MCH cannot respond within 15 business days, it will let You know as soon as reasonably practicable (and within 15 days of receiving Your complaint) of the revised response date.
- 14.3 Your complaint will be reviewed by an MCH employee who:
- (a) has appropriate experience, knowledge and authority; and
 - (b) is different from the person or persons whose decision is the subject of the complaint.
- 14.4 MCH's response to the review of Your complaint will be in writing and will include:
- (a) the final decision in relation to the complaint;
 - (b) the reasons for that decision; and
 - (c) the right to take the dispute to external dispute conciliation.

15 GENERAL

- 15.1 This Agreement is the entire agreement between You and MCH in respect of its subject matter and all conditions, warranties and terms implied by custom, general law or statute that are not expressly set out in the Agreement are excluded to the maximum extent permitted by law.
- 15.2 MCH may assign any of its rights or obligations under the Agreement to any third party at any time without notice to You. You may not assign any of Your obligations under the Agreement without the prior written consent of MCH.
- 15.3 Force Majeure – If for any reason beyond the control of MCH (including without limitation as a result of fire, flood, blackout, industrial action, theft, sabotage or equipment breakdown) occurring:
- (a) At any time prior to collection of the Caravan; or
 - (b) During the Rental Period for a minimum of three days
- Therefore preventing MCH from completing their obligations under this Agreement, MCH shall be entitled to delay the performance of the Agreement or terminate the Agreement by mutual agreement with You or in the absence of such mutual agreement within a reasonable period of time, at their sole discretion and You shall not make any claim for loss or damages in respect of such delay or termination.
- 15.4 No waiver of any right under the Agreement or delay in enforcement or any other indulgence shall affect the rights of You or MCH under the Agreement and all the rights and powers of You and MCH will remain in full force and effect notwithstanding any such waiver, delay or other indulgence.
- 15.5 No Merger – The obligations of You in respect to agreements, consents, covenants and warranties contained in these Terms shall remain in full force and are not extinguished upon termination of the Agreement.

- 15.6 No Amendment – The Agreement shall not be varied except by a document in writing signed by You and MCH.
- 15.7 Governing Law and Jurisdiction – The Agreement shall be read and construed according to the law of the State of Queensland and You and MCH irrevocably agree that any dispute relating to the Agreement shall be determined in a Court or other competent forum in the State of Queensland.

By signing this agreement, You agree that You:

- 1. have read, understood and agreed to all the terms and conditions contained in this document, and;**
- 2. are aware of the requirements if towing a caravan, and;**
- 3. are aware of the requirements for using a caravan and all equipment supplied, and;**
- 4. agree that the caravan and all its equipment will be used solely for its intended purpose.**

You accept that You are signing this agreement electronically and that Your electronic signature is the legal equivalent of Your manual signature on this Agreement.

You acknowledge and agree that the terms and conditions contained in this document constitute the entire agreement and You will not rely on any representations made by MCH outside the scope of this agreement.

Person 1

Your Signature: _____ **Date:** _____

Your Name: _____

Person 2

Your Signature: _____ **Date:** _____

Your Name: _____

How did you find us?

- Maroochy Caravan Hire website Google
- Friends / family Vehicle Signage
- Other – *please provide details*
