

CAMPING SUPPLY Co.  
**DESERT OAK**

OUTBACK PROVIDORES OF AUSTRALIA

ABN 87 497 627 890

## Rental Terms and Conditions

### 1 Introduction

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- 1.1 This contract to hire a Camper Trailer from Desert Oak Camper Trailer Hire (**Rental Contract**) consists of:
- (a) the agreement (**Rental Agreement**) You have signed to hire the Camper Trailer from Us; and
  - (b) these rental Terms and Conditions (**Terms and Conditions**).
- 1.2 The Rental Contract is governed by the laws of the state of Victoria and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
- 1.3 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.

### 2 Who may tow the Camper Trailer?

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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 13 for further details.**

#### 2.1 Authorised Drivers

Only You or an Authorised Driver can tow the Camper Trailer. Allowing anyone who is not an Authorised Driver to tow the Camper Trailer 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

There is a minimum and maximum age limit for those renting the Camper Trailer. 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 when towing the Camper Trailer 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 when towing the Camper Trailer.

#### 2.4 Cancelled and suspended licences

When towing the Camper Trailer, 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 2 years of the date of the Rental Agreement.

#### 2.5 False information

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

### 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 13 for further details.**

- 3.1 The Towing Vehicle **must not** be driven by You or any Authorised Driver to tow the Camper Trailer:
- (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 Camper Trailer 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 Camper Trailer:
  - (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 Camper Trailer was designed, constructed, registered or licenced; or
  - (vi) in an unsafe or un-roadworthy condition; or
- (c) tow the Camper Trailer with any other vehicle than the Towing Vehicle shown on the Rental Agreement.

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

- (a) damage the Camper Trailer deliberately or recklessly or allow anyone else to do so;
- (b) modify the Camper Trailer in any way;
- (c) sell, rent, lease or dispose of the Camper Trailer; or
- (d) register or claim to be entitled to register any interest in the Camper Trailer 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 13 for further details.**

4.1 The Camper Trailer **must never** be towed:

- (a) in any area, including an unsealed road or off road, **unless** You reasonably consider the condition of the road surface and Your speed of travel will not cause Damage to the Camper Trailer;
- (b) in any off road area where trailers are not recommended or permitted;
- (c) in any area where snow has fallen or is likely to fall;
- (d) in any area where exposure to salt water may occur;
- (e) through streams, rivers, or creeks where trailers are not permitted or where the water height exceeds the height of the hubcaps on the Camper Trailer;
- (f) on:
  - (i) roads that are prone to flooding or are flooded;
  - (ii) any road where the police or an authority has issued a warning;
  - (iii) any road that is closed; or
  - (iv) any road where it would be unsafe to tow the Camper Trailer.

The Camper Trailer **must never** be towed onto any island, except Phillip Island, **unless** We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

#### 5 Your obligations

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##### **IMPORTANT NOTICE**

**A breach of any of sub-clauses 5.4, 5.5, 5.6 or 5.9 is a Major Breach of the Rental Contract. See clause 13 for further details.**

5.1 **Pre-existing Damage**

At the Start of the Rental You **must** inspect the Camper Trailer to make sure that any pre-existing damage is noted and shown in the Rental Agreement.

5.2 **Pets/Smoking – cleaning fees**

- (a) You **must not**:
  - (i) use the Camper Trailer for transporting any pets or animals, except assistance animals, unless specifically approved by Us; or
  - (ii) smoke in the Camper Trailer and You must prevent take reasonable steps to prevent other occupants from doing so.
- (b) If the Camper Trailer is not cleaned to a satisfactory condition a cleaning fee ranging from \$150 up to \$300 will be charged. The Camper Trailer must be deodorised from any odours including smoking, including campfire smoke and this cost will be deducted from the Security Bond.

5.3 **Battery**

Care should be taken not to reduce the voltage level of the battery below 11 volts. Battery performance should be monitored on the voltmeter in the Camper Trailer. If the battery is flattened to 11 volts or below, a recharge fee will be imposed to cover disconnection of the battery and removal to a qualified auto-electrician for recharging (some batteries will not recover on a trickle charge or similar appliance). Should the battery not recover, a replacement fee at current retail will apply.

5.4 **Reasonable care**

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

- (a) preventing it from being damaged;
- (b) making sure it protected from inclement weather;
- (c) making sure it is not overloaded; and
- (d) ensuring:
  - (i) the Camper Trailer is correctly and safely connected to the Towing Vehicle and the safety chains are correctly fitted;
  - (ii) the Camper Trailer's tyres are inflated to the recommended PSI; and
  - (iii) the Camper Trailer lights are working correctly;

#### 5.5 **Notification of fault**

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

#### 5.6 **Unauthorised repairs prohibited**

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

#### 5.7 **Authorised repairs**

Where We have given You Our prior authority to repair the Camper Trailer 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.

#### 5.8 **Operating the awning**

You **must** ensure that the awning set up and operating instructions are always strictly adhered to. If wind or extended periods of rain are expected, You **must** put the awning away and secure it. You are responsible for any damage to the awning as a result of a failure to comply with this condition of use.

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

You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator, **unless** emergency medical care is required by You, or an Authorised Driver or You are required to accompany a passenger or family member who requires such care.

### **6 Equipment Supplied with the Camper Trailer**

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6.1 At the Start of Rental We will supply:

- (a) two 4.5 kilo gas bottles;
- (b) one 2 kilo fire extinguisher; and
- (c) equipment as noted on the Rental Agreement.

6.2 At the End of Rental the Vehicle **must** be returned with at least one of the gas bottles full and if You fail to do so You will be charged the cost to refill it, plus an administrative fee. Similarly, if the fire extinguisher has been used You will be charged the replacement cost plus an administrative fee.

6.3 You will also be charged replacement costs 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**

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#### 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 Camper Trailer, its theft or Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim unless:
  - (i) We agree You were not at fault; and
  - (ii) 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 a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
- (b) if the Camper Trailer has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Camper Trailer 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 \$150 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

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- 8.1 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 Camper Trailer 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; and
  - (d) Damage caused by immersion of the Camper Trailer in water.
- 8.2 There is also no Damage Cover for personal items that are left in or stolen from the Camper Trailer 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.

## 9 Rental Period, costs and charges

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### 9.1 Rental Period

- (a) The minimum Rental Period is three (3) days.
- (b) The Rental Agreement shows:
  - (i) the Rental Period for which You have hired the Camper Trailer; and
  - (ii) the Rental Charges.

### 9.2 Booking terms

We allow two options:

- (a) payment in full at the time of booking; or
- (b) 50% at the time of booking and the remaining 50% 12 weeks prior to the Start of the Rental (and if there is less than 12 weeks from the booking date to the Start of the Rental, payment no less than two (2) weeks prior to the Start of the Rental).

### 9.3 Payment

Payments may be made via direct bank deposit/bank transfer however our online booking system gives the option of using an online payment gateway that processes credit and debit cards. Cash is not acceptable.

### 9.4 Security Bond

A Security Bond of \$2,000 **must** also be paid by bank transfer or credit card through Our online gateway and will be returned within 7 days of the End of the Rental provided that:

- (a) all amounts due to Us under the Rental Contract have been paid;
- (b) the Camper Trailer has been returned to the Rental Station at the date and time set in the Rental Agreement;
- (c) the Camper Trailer is clean and in the same mechanical condition as at the Start of the Rental (except for reasonable wear and tear);
- (d) there is no Damage (except for reasonable wear and tear) or Third Party Loss;
- (e) the equipment supplied with the Camper Trailer is clean and in the same condition it was in at the Start of Rental, subject to reasonable wear and tear;
- (f) the fire extinguisher supplied with the Camper Trailer and listed in sub-clause 6.1(b) is unused; and
- (g) there has not been a Major Breach of the Rental Contract.

A surcharge of 1.75% (\$35) applies to payments of the Security Bond by credit card.

- 9.5 You **must** return the Camper Trailer on the date and by the time shown in the Rental Agreement. If You fail to return the Camper Trailer, We may terminate the Rental Contract and if the location of the Camper Trailer is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Camper Trailer as stolen to the Police.
- 9.6 If the Camper Trailer is returned to Us early there is no entitlement to a refund.
- 9.7 Unless You have Our prior approval, if You return the Camper Trailer:
- (a) more than one hour after the date and time set for their return in the Rental Agreement, You will be charged \$250 per day until the Camper Trailer 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.
- 9.8 At the End of the Rental
- (a) You **must** return the Camper Trailer 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 Camper Trailer has been stolen;
- (iii) any costs We incur, including extra cleaning costs in reinstating the Camper Trailer 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 Camper Trailer in water.

9.9 Any amount payable under the Rental Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. Amounts owing to Us after the End of the Rental pursuant to sub-clause 9.8 accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental.

9.10 **Credit card authority**

If any amount is due to Us, including the Damage Excess, or remains unpaid You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

9.11 **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.

9.12 **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 Cancellation**

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- 10.1 We allow a 'cooling-off' period of 72 hours from the time of placing Your booking. If You notify Us of Your intended cancellation within that time, Your booking will be cancelled and all prepaid Rental Charges will be refunded less a \$150 administration fee.
- 10.2 If You notify Us more than 72 hours after placing Your booking, We will make all reasonable efforts to sell Your booking to another customer. Please provide as much notice as possible, as the closer You get to Your Start of the Rental date the less likely the Camper Trailer can be rehired. If a hire can be facilitated, the Rental Charges will be refunded to You, less an administration fee of \$150.
- 10.3 If You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Camper Trailer, You will forfeit the Rental Charges for the Rental Period as booked unless We are able to rent the Camper Trailer to another renter for an equivalent term and rate.
- 10.4 A cancellation is not effective until acknowledged and confirmed by Us
- 10.5 In the event government travel restrictions prevent You from being able to travel for Your booking, We will refund Your booking less an administration fee of \$150.

**11 Accidents or breakdowns**

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- 11.1 We will provide You with a Camper Trailer that is of acceptable quality and in good working condition taking into account the age of the Camper Trailer, but breakdowns do occur. If the Camper Trailer breaks down during the Rental Period You **must** contact Us on **0407 515 889** to arrange assistance. For breakdowns only, and not for Accidents or if arising from a Major Breach, We will recover and repair the Camper Trailer as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Camper Trailer where one is available.
- 11.2 We are not responsible for:
  - (a) tyre and wheel changing;
  - (b) lost keys; or
  - (c) keys locked in the Camper Trailer.
 Extra charges will apply if any of these services are provided at Your request.
- 11.3 Subject to the Australian Consumer Law, if the Camper Trailer 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.

## 12 Accident reporting

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### IMPORTANT NOTICE

**A breach of any part of this clause 12 is a Major Breach of the Rental Contract. See clause 13 for further details.**

- 12.1 If You or an Authorised Driver has an Accident or if the Camper Trailer is stolen You **must** report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.
- 12.2 If the Camper Trailer is stolen or if You or an Authorised Driver 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.
- 12.3 If You or an Authorised Driver has an Accident You and the Authorised Driver **must**:
  - (a) exchange names and addresses, phone numbers and email addresses with the other driver;
  - (b) take a photo of the other driver's licence;
  - (c) take the registration numbers of all vehicles involved;
  - (d) take as many photos as is reasonable showing:
    - (i) the position of all vehicles before they are moved for towing or salvage;
    - (ii) the Damage to the Camper Trailer;
    - (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;
  - (e) obtain the names, addresses, phone numbers and email addresses of all witnesses;
  - (f) not make any admission of fault or promised to pay the other party's claim or release the other party from any liability;
  - (g) forward all third party correspondence or court documents to Us within 7 days of receipt; and
  - (h) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office or any Court hearing.

## 13 Consequences of a Major Breach of the Rental Contract

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- 13.1 If You or any Authorised Driver:
  - (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Camper Trailer or Third Party Loss; or
  - (b) tow the Camper Trailer 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 Camper Trailer and Third Party Loss; and
  - (iii) are liable for and **must** pay any additional costs or expenses We incur as a direct consequence.
- 13.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Camper Trailer if a breach of any part of sub-clause 13.1 has occurred.

## 14 Privacy

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- 14.1 We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- 14.2 When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
- 14.3 We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

## 15 Definitions

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

- (a) a collision between the Camper Trailer 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 Camper Trailer and who is recorded on the Rental Agreement prior to the Start of the Rental.

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

**Damage** means:

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

and for the removal of doubt, any Damage to the Camper Trailer that makes it or them 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 Camper Trailer has been stolen.

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

**Loss of Use** means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Camper Trailer 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:

- (a) any of clauses, 2, 3, or 4, or sub-clauses 5.4, 5.5, 5.6, or 5.9, that causes Damage, theft of the Camper Trailer or Third Party Loss, or
- (b) clause 12 that prevents Us from properly investigating an Accident or theft or from prosecuting or defending any Accident or theft claim.

**Overhead Damage** means:

- (a) Damage to any part of the Camper Trailer; or
- (g) Third Party Loss,

caused by:

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

**Rental Charges** means the charges payable for renting the Camper Trailer 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 Camper Trailer 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 described on the Rental Agreement You have supplied and We have approved as the vehicle that is used to tow the Camper Trailer during the Rental Period.

**Underbody Damage** means any damage to the Camper Trailer caused by or resulting from contact between the underside of the Camper Trailer 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.

**We, Us, Our,** means Outback Provedores Co Pty Ltd ATF Outback Provedores Co Family Trust trading as Desert Oak Camper Trailer Hire ABN 87 497 627 890\_

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