



Terms and Conditions of Hire

Definitions

“**ACL**” means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2000 (Cth).

“**Amounts Owing**” means all amounts owing by the Customer to the Business under or in connection with the hire of the Caravan.

“**Authorised Driver**” means the Customer and any additional driver who is:

- (a) a spouse of the Customer; or
- (b) any other person added to the Hire Agreement and/or booking form as an additional authorised driver.

“**Business**” means Bernard Regan Enterprises Pty Ltd (ACN 652 816 781) trading as Bantam Caravan Hire (ABN 66 652 816 781).

“**Business Day**” means a day that is not a Saturday, Sunday or public holiday in the State or Territory in which the Caravan was hired from the Business.

“**Business Premises**” means 3 Steadman Close, Woorree, Western Australia as the location for the collection and return of the Caravan by the Customer.

“**Caravan**” means the caravan described on the Hire Form (or any substitute caravan), and includes its parts, components, accessories and contents, but excluding the Equipment Accessories, supplied by the Business.

“**Claims**” means any claim (whether actual or contingent) including a claim for loss, damages and expenses (including legal fees) arising out of tort, breach of statute, breach of warranty or guarantee or breach of this Hire Agreement.

“**Customer**” refers to the person, firm, organisation, partnership, corporation or other entity (including trust) hiring the Caravan from the Business as identified in this Hire Agreement.

“**Damage**” means:

- (a) any loss or damage to the Caravan or the Equipment Accessories while they are in the possession or control of the Customer, which includes but is not limited to:
 - (i) damage to the interior of the Caravan (regardless of the cause);
 - (ii) damage caused by driving the Caravan under or into an object lower than the height of the Caravan;
 - (iii) damage to awnings and awning fittings (regardless of cause);
 - (iv) the Caravan is not returned to the Business Premises at the end of the Hire Period;
 - (v) overhead or underbody damage which is not attributable to fair wear and tear;

- (vi) the Customer driving in a manner that results in total or partial inundation or immersion of the Caravan in water or exposure of the Caravan to saltwater (including, without limitation, damage which occurs as a result of the Customer towing the Caravan on the beach, through floods, creeks or rivers);

- (vii) damage to a tyre or an accessory not attributable to normal wear and tear that is caused deliberately or recklessly by the Customer;

- (b) any loss, damage, expense, cost or Liability incurred by the Business in relation to any breach of this Hire Agreement by the Customer; and

- (c) any Loss of Use;

but excludes reasonable wear and tear.

“**Deposit**” means 50% of the Hire Charges which is payable in accordance with these terms and conditions.

“**Equipment Accessories**” means all equipment, tools or accessories specified in the Hire Form supplied by the Business which are not deemed to be a Caravan, and any substitute or replacement Equipment Accessories as agreed in writing between the Business and the Customer from time to time.

“**Hire Agreement**” means the agreement between the Business and the Customer for the hire of the Caravan which includes:

- (a) the Hire Form;
- (b) these Terms and Conditions of Hire;
- (c) the Schedules; and
- (d) any applicable special conditions of hire.

“**Hire Charges**” means the rates and charges payable by the Customer for the hire of the Caravan and if included, the Equipment Accessories as set out in the Hire Form.

“**Hire Form**” means the separate document attached to these terms and conditions which the Customer is required to sign and includes the particulars of the Caravan and any additional Caravan, Equipment Accessories (if included), the Hire Period and the Hire Charge and such other information the Business may require.

“**Hire Period**” means the period beginning on the date set out in the Hire Form as the commencement date and ending on the date set out in the Hire Form as the expiry date or, if the Caravan is stolen or damaged beyond repair, the date on which the insurance company confirms that it will accept that the Caravan has been stolen or damaged beyond repair.

“**Liability**” means any liability (whether actual, contingent or prospective), loss, damage, cost and expense however arising.

“**Loss of Use**” means any loss, damage, expense, cost or liability incurred by the Business on account of it



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being unable to use the Caravan or Equipment Accessories outside the Hire Period due to:

- (a) any breach of this Hire Agreement by the Customer;
- (b) theft of the Caravan or Equipment Accessories while they were in the Customer's possession or control immediately prior to the theft; or
- (c) the Caravan or Equipment Accessories being repaired or replaced on account of an event for which the Customer is liable under this Hire Agreement.

"Other Charges" means all other charges apart from the Hire Charges as set out in these terms and conditions.

"Replacement Cost" means the cost of replacing the Caravan and/or the Equipment Accessories as set out in the Schedules to the Hire Agreement.

"Return Date" means the date on which the Caravan is returned to the physical possession of the Business.

"Security Bond" means the amount of \$1,500.

Hire of Caravan

The Business agrees to hire the Caravan to the Customer for the Hire Period and the Customer agrees to pay the Hire Charges, Security Bond and Other Charges (If applicable) on the terms and conditions set out in this document.

Equipment

The Customer acknowledges and agrees that the Equipment Accessories is provided by the Business to the Customer on an "as is" basis and is in a condition suitable for the purpose for which it is hired.

The Customer shall immediately notify the Business of any defect in or to the Equipment Accessories.

If any of the Equipment Accessories fail to operate as intended and the Customer is not in default of its obligations under the Hire Agreement, the Business will use its reasonable endeavours to supply the Customer with suitable replacement Equipment Accessories. If suitable replacement Equipment Accessories is not made available to the Customer for any reason, the Customer may terminate the Hire Agreement by giving notice in writing to the Business to that effect. In such circumstances, the Customer is only entitled to, and the obligations of the Business are limited to, a refund of any hire charges paid by the Customer in respect of the Equipment Accessories at the rate or rates specified in the Hire Form or, if the Hire Period has already commenced, a pro rata portion thereof.

The Customer shall not use, or permit the Equipment Accessories to be used, in a manner not considered to be cautious, prudent and consistent with the exercise of reasonable care and its ordinary use.

The Customer shall, at all times, do all things necessary to keep and maintain the Equipment Accessories in the state and condition it was in at the commencement of the Hire Period.

The Customer shall return the Equipment Accessories:

- (a) to the Business Premises during normal business hours on or before the date and at the time specified in the Hire Form or such other date and time as is agreed between the Business and the Customer in writing; and
- (b) in the same condition as it was in at the commencement of the Hire Period.

The Customer acknowledges and agrees that:

- (a) if the Equipment Accessories are not returned in accordance with this clause, the Equipment Accessories may be reported to the police as stolen; and
- (b) the Customer shall be responsible for the Equipment Accessories, and the hire of the Equipment Accessories shall continue upon and subject to the terms, covenants and conditions contained in the Hire Agreement, until the Business performs a final inspection of the Equipment Accessories including, without limitation, where the inspection is delayed due to the Equipment Accessories not being returned to the Business Premises by the date and time specified in the Hire Form.

Payments

Deposit

The Deposit is payable upon execution of the Hire Agreement.

Payment of balance of Hire Charges

The balance of the Hire Charges is to be paid ten (10) Business Days prior to collection of the Caravan. Payment can be made by credit card, direct bank transfer or cash at the Business Premises.

Other Charges

The Customer is liable for the following Other Charges:

- (a) all costs incurred by the Customer in respect of parking or any other traffic violations during the period of rental;

Due: charged to the Customer plus a 10% administration fee per fine, whenever the Business becomes aware of such violations;
- (b) insurance excess: standard excess \$600.00 (additional age / conditional excesses may apply)

Due: in the event of Damage caused by the Customer;
- (c) all costs associated with the Damage and/or Loss of Use, legal expenses, towing and recovery charges:



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Due: within seven (7) Business Days of receipt of repair quotation from a reputable firm or receipt of invoice.

Security Bond

Upon collection of the Caravan, the Customer agrees to pay the Security Bond.

The Customer acknowledges and agrees that the Business may apply the Security Bond towards any amounts due to the Business arising out of the Hire Agreement, including but not limited to the Other Charges.

Provided the Customer complies with the terms of the Hire Agreement, the Security Bond will be fully refunded to the Customer within seven (7) Business Days of the Return Date.

Cancellation Policy

Any cancellations must be made in writing more than 30 days prior to the commencement of the Hire Period or the Deposit will be forfeited.

Title and Risk

Title to the Caravan and if applicable, the Equipment Accessories, will not pass to the Customer and remains the property of the Business. The Customer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the possession of or otherwise deal with the Caravan and/or the Equipment Accessories.

All risk for the Caravan and, if applicable, the Equipment Accessories passes to the Customer upon delivery. The Customer accepts full responsibility for the safekeeping of the Caravan and the Equipment Accessories and indemnifies the Business for all Loss of Use, theft or Damage to the Caravan and/or the Equipment Accessories howsoever caused and without limiting the generality of the foregoing whether or not such Loss of Use, theft or Damage is attributable to any negligence failure or omission of the Customer.

Indemnity

The Customer accepts full responsibility for and shall keep the Company indemnified against all Liability in respect of all actions, proceedings, Claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use of the Caravan and/or the Equipment Accessories during the Hire Period however arising and whether or not arising from any negligence, failure or omission of the Customer or any other persons.

Customer's responsibilities

The Customer must:

- (a) satisfy itself at delivery that the Caravan is suitable for its purposes;
- (b) operate the Caravan safely, only for its intended

use, and strictly in accordance with the provisions of the *Road Traffic Act 1974* (WA) and its amendments (the Act) and regulations made under the provisions of the Act and in accordance with any instructions whether advised by the Business or supplied with the Caravan;

- (c) only use a legally roadworthy, registered and comprehensively insured motor vehicle to tow the Caravan;
- (d) operate the Caravan only on legally gazetted roads and accessways;
- (e) keep the Caravan in their own possession and control;
- (f) notify the Business immediately by telephone of the full circumstances of any mechanical breakdown or accident;
- (g) at the expiry of the Hire Period, return the Caravan complete with all parts and accessories clean and in good order as delivered, fair wear and tear excepted;
- (h) obey the directions and instructions of the employees or agents of the Business;
- (i) not operate the Caravan under the influence of any drugs or alcohol;
- (j) 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 the Customer or another person has been smoking or allowed pets in the Caravan during the Hire Period the Customer will be required to pay the cost of any professional cleaning and/or odour extraction reasonably incurred by the Business and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or smoke odour extraction;
- (k) not assign the benefit of the Hire Agreement to any other person nor be entitled to any lien over the Caravan; and
- (l) not alter or make any additions to the Caravan including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Caravan or in any other manner interfere with the Caravan.

Driver's Qualifications

The Customer warrants that no person will drive the vehicle towing the Caravan unless that person:

- (a) is over the age of 25 years and under the age of 75;
- (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) has not been refused motor vehicle insurance;



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- (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.
- (a) any failure on the part of the Business to properly maintain the Caravan and/or the Equipment Accessories; and
- (b) loss or damage directly due to the negligence or wilful default of the Business.

Driver's Licence

The Customer must produce on collection of the Caravan the driver's licences for all persons listed in the Hire Form who will be driving the vehicle. 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 Business has the sole discretion in determining whether a person with a foreign driver's licence will be permitted to drive the vehicle.

Liability of the Business

The Business will not be liable to the Customer 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 Customer's purposes.

The Business will not be liable for any loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, etc, nor for any personal injury or damage to the Customer's property caused thereby.

Return of Caravan

The Customer must return the Caravan to the Business Premises:

- (a) at the conclusion of the Hire Period;
- (b) in the same condition as it was at the commencement of the Hire Period, fair wear and tear excepted; and
- (c) in a clean and tidy condition including the cleaning of all kitchen equipment that is supplied in the Caravan.

If the Caravan is not returned upon completion of the Hire Period the Business shall take whatever action is necessary to recover the Caravan at the expense of the Customer.

The Customer is not entitled to a refund of the Hire Charges for early termination of this Hire Agreement.

Liability for Loss or Damage

The Liability for Damage or Loss of Use during the Hire Period may be divided between the Customer and the Business. Some of the risk will be covered by insurance.

The Business is liable for any Damage or Loss of Use that is the fault of the Business. This includes:

The Customer is liable to compensate the Business for any Damage or Loss of Use that is the fault of the Customer or is attributable to the Customer's use of the Caravan and/or the Equipment Accessories.

For the purposes of the above paragraph, any reference to the Customer includes an Authorised Driver and any person the Customer or the Authorised Driver allows to tow the Caravan.

The Customer is also liable for damage to third party property which is caused or contributed to by the Customer or an Authorised Driver or any person the Customer or an Authorised Driver allows to tow the Caravan.

Where Loss of Use or Damage is caused by a third party and the Customer is resident in Australia, the Customer will not be liable provided the details of the incident are supplied to the Business so that the Business can recover the amount of Loss of Use or Damage from the third party.

Where the Caravan is stolen and the Customer has reported the Caravan as stolen to the police immediately on becoming aware of the theft and provided the Business with a copy of the police report, the Customer will be liable to compensate the Business the excess amount under the insurance policy of the Business.

If the Customer fails to report the Caravan as stolen to the police immediately on becoming aware of the theft or fails to provide the report to the Business, the Customer will be liable to compensate the Business to the full value of the Caravan.

If in the reasonable opinion of the Business, the damage to the Caravan or Equipment Accessories is not repairable or is uneconomic to repair, the Customer will be liable for the Replacement Cost of so much of the Caravan or Equipment Accessories that has been damaged.

Representations and Warranties

The Customer acknowledges that no representation, warranty, condition or description either express or implied is or has been made or given by the Business as to the quality fitness safety or otherwise of the Caravan and that all warranties and conditions whether express or implied are excluded except such conditions and warranties as are implied into this Hire Agreement by the ACL.

The Customer acknowledges having inspected the Caravan before signing this Agreement and agrees that it is roadworthy, clean and in good condition. The Customer agrees to return the Caravan to the Business in the same condition except for normal wear and tear.



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Termination

The Hire Agreement may be terminated by the Business at any time if, in its absolute discretion, it considers that:

- (a) the Customer is a credit risk;
- (b) the Customer is in breach of the Hire Agreement; or in any event;
- (c) on the provision of seven (7) Business Days' notice in writing by the Business to the Customer.

If the Hire Agreement is terminated early for any reason other than breach by the Business, the Customer agrees to pay the Hire Charges and Other Charges (if applicable) for the full Hire Period.

General

Entire Agreement

The Hire Agreement is the entire agreement between the Business and the Customer 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 Hire Agreement are excluded to the maximum extent permitted by law.

Severance

If any provision of the Hire Agreement is held to be invalid or unenforceable, such provision shall be struck from the Hire Agreement and the remaining provisions shall be enforced to the fullest extent under law.

Assignment

The Business may assign any of its rights or obligations under the Hire Agreement to any third party at any time without notice to the Customer. The Customer may not assign any of its obligations under the Hire Agreement without the prior written consent of the Business.

Force Majeure

If for any reason beyond the control of the Business (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 Caravan or
- (b) during the period of hire for a minimum of three days;

therefore preventing the Business from completing their obligations under this Hire Agreement, the Business shall be entitled to delay the performance of the Hire Agreement or terminate the Hire Agreement by mutual agreement with the Customer or in the absence of such mutual agreement within a reasonable period of time, at their sole discretion and the Customer shall not make any claim for loss or damages respect of such delay or termination.

Waiver

No waiver of any right under the Hire Agreement or delay in enforcement or any other indulgence shall affect the rights of a party under the Hire Agreement and all the rights and powers of that party will remain in full force and effect not withstanding any such waiver, delay or other indulgence.

No Merger

The obligations of the Customer in respect of agreements, consents, covenants and warranties contained in these terms and conditions shall remain in full force and effect and are not extinguished upon termination of the Hire Agreement.

No Amendment

The Agreement shall not be varied except by a document in writing signed by the parties.

Governing Law and Jurisdiction

The Hire Agreement shall be read and construed according to the law of the State of Western Australia and the parties irrevocably agree that any dispute relating to the Hire Agreement shall be determined in a Court of the State of Western Australia.

Contact Us:



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hire

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