



HIRE AGREEMENT TERMS AND CONDITIONS

“Owner means “ Time Travel Solutions Pty Ltd.ABN 87 163 190 403 trading as All Equipped Camper Trailer Hire and Sales, 3A / 84A Old Pittwater Road, Brookvale, NSW 2100.

“Hire Equipment” means the camper trailer subject to the Hire Agreement and includes all accessories and inclusions.

“Hirer” means any person who signs the Hire Agreement.

“Hire Fee” means the total amount payable for the duration of the Hire Period as outlined in the Hire Agreement.

“Bond” means the amount required to be paid at time of booking as outlined in the Hire Agreement.

“Hire Period” means the period beginning on the “Hire Commencement Date” and ending on the “Hire End Date” as outlined in the Hire Agreement, or if any Hire Equipment is stolen or damaged beyond repair, the date on which the Owners insurer confirms that it will accept that the hire equipment has been stolen or damaged beyond repair.

“Authorised Driver” is the Hirer as outlined in the Hire Agreement and is the driver of the vehicle towing the camper trailer

“Condition Report” means the report that documents the condition of the camper trailer and accessories at the commencement of the Hire Period. To be valid the condition report to be signed by both the Hirer and the Owner.

1. ACCIDENTS INVOLVING HIRE EQUIPMENT

- a) The Hirer must make an official report to the Police regarding any accident involving the Hire Equipment , malicious damage caused to the Hire Equipment or theft of the Hire Equipment.**

- b) In the event of an accident involving another vehicle(s). The Hirer is required to obtain a) the registration, make and model of the other vehicle(s) involved in the accident b) the name ,address and drivers licence details of the other party(s) involved c) the name and address of any witness and forward these details to the police and Time Travel Solution Pty Ltd**
- c) The Hirer indemnifies the Owner of all damages to persons and property in relation to The Hirers use and control of the Hire Equipment**

2. DEPOSIT AND BOND

- a) A 25% deposit is required to secure a booking**
- b) The total bond is \$1000. This must be paid prior to pick up or delivery, by a bank deposit or through Paypal.**
- c) Bonds will be refunded on delivery of the Hire Equipment, subject to inspection of the Hire Equipment by the Owner. Any monies required to compensate for the loss of, damage to, or cleaning of the Hire Equipment will be deducted.**

3. HIRE FEE

- a) The full amount of the Hire Fee and security bond must be paid 2 weeks prior to the leaving date.**
- b) The booking will only be confirmed when the Owner is in receipt of the 25% deposit.**

4. PICK UP

- a) Upon collection or delivery, the Hire Agreement must be signed.**
- b) A photocopy of the Hirers driver's licence will be taken at time of pick up and kept on file until the return of the Hire Equipment.**

5. CANCELLATIONS

- a) Cancellations may be made at any time up to twenty one (21) days prior to Hire Commencement date with a full refund of the 25% deposit fee.
- b) Cancellations made from twenty (20) to eight 8 days prior to the Hire Commencement will result in the 25% deposit to be forfeited
- c) Cancellations made seven (7) days or less prior to the Hire Commencement Date will result in the full Hire Fee being forfeited.

6. DAILY HIRE CONDITIONS

- a) The Owner calculates the daily hire rate on a per calander day basis i.e. irrespective of the time of collection or return in those hours.

When calculating the number of days a vehicle is rented the day of pick up is counted as the first day of rental. The day of drop off is counted as the final rental day

7. COMPLETION OF THE HIRE PERIOD

- a) The Hirer must return all of the Hire Equipment to the Owner in the same condition as when they were hired
- b) The Hire Equipment must be returned by 3pm on the Hire End Date. A late fee of \$100 per day will be charged if the Hire Equipment is not returned by the Hire End Date and time unless prior arrangements have been made with the owner.

8. CLEANING CHARGES

- a) The Owner reserves the right to charge a minimum cleaning fee of \$100.

PLEASE NOTE: MARKS ON CANVAS ARE TO BE WIPED OFF WITH A CLOTH AND WATER ONLY (NO CLEANING CHEMICALS ARE TO BE USED INCLUDING SOAPY WATER AS THIS MAY DAMAGE THE WATERPROOFING PROPERTIES OF THE CANVAS)

9. UNAUTHORISED AND PROHIBITED USE

a) The following persons must not drive the vehicle towing the trailer hired:

- I. Any person who is not identified on the Hire Agreement**
- II. Any person whose blood alcohol concentration exceeds the lawful percentage**
- III. Any person whose drivers licence has been cancelled, suspended or is expired**
- IV. Any person who is under the influence of illegal or illicit drugs**
- V. Any person who is under 21 years of age**
- VI. Any person who holds a learners permit or a probationary licence**

All insurance cover will be void if any of the above term are breached

10. HIRERS RESPONSIBILITIES

a) The Hirer will:

- I. Report any damage to or loss of the Hire Equipment to the Owner immediately when such damage or loss occurs**
- II. Maintain the Hire Equipment in good and substantial repair and condition, and return the Hire Equipment in good order, repair and in clean condition.**
- III. Immediately advise the Owner of any defect or discrepancy in the Hire Equipment.**
- IV. Use the Hire Equipment lawfully**

11. INDEMNITY

a) The Hirer agrees to use the Hire Equipment at their own risk

- b) The Hirer agrees that the Owner will have no responsibility or liability for any losses or damage to the Hirers property.**
- c) To the full extent permitted by the law, the Hirer releases, and discharges and indemnifies the Owner from all claims and demands on the Owner arising out of any breach of the Hire Agreement.**
- d) The Owner will incur no claim from the Hirer for reimbursement of any accommodation costs, or any extra costs due to the failure of the Hire Equipment , either through mechanical breakdown , accidental damage , or any other unforeseeable event during the Hire Period.**
- e) The Hirer is liable for all toll fees incurred over the hire period. In the event the Owner receives any outstanding toll notices, these will incur an additional administration fee.**

12 INSURANCE

- a) A basic excess of \$1000 is applicable to the Owner where damage or theft of the Hire Equipment occurs. The bond monies already payed by the Hirer May be used as full or part payment of the excess**
- b) In the event of theft of the Hire Equipment, the Owner is under no obligation to provide a replacement of any of the Hire Equipment for the remainder of the Hire Period.**
- c) In the event of accidental damage to the Hire Equipment and the Hirer does not return the Hire Equipment to the place of hire or repair, where the Hirer could have reasonably done so, then the expense of the return of the Hire Equipment will be totally at the expense of the Hirer.**

13 SUB LETTING

- a) The Hirer is not permitted to sublease or lend the Hire Equipment to any other persons.**

- b) The Owner is indemnified of any loss including legal costs incurred by the Owner in relation to any breach of the agreement and for any liability arising out of any such breach.**

14 TYRE DAMAGE

- a) The Hirer is responsible for the cost and repair of any tyre puncture throughout the duration of the Hire Period**
- b) Should any tyre be returned to the Owner requiring repair or replacement, the cost of such repairs or replacement will be at the Hirers expense.**

15 WRITING AND CALCULATION ERRORS ON RENTAL AGREEMENT

- a) The charges as set out herein are not final. Should a written and/or a calculation error occur, the Hirer authorises the Owner to charge their credit card for any shortage, or in case of overpayment, receive payment from the Owner**
- b) Taxes and Government charges, financial charges as well as the 10% GST are included in our rental rates.**

16 VALUABLES

- a) The Owner assumes no liability for valuables left in or stolen from the Hire Equipment . Please do not leave valuables in the Hire Equipment because of possible theft. Insurance on personal property is the Hirers responsibility.**

17 REPOSSESSION ON HIRE EQUIPMENT

- a) The Owner may repossess the Hire Equipment if the Hirer breaches any provision of this agreement.**

19 HIRERS DECLARATION

- a) The Hirer declares that:**

I. The Hirer must ensure at all times the Hire Equipment is towed only by persons listed on the Hire Agreement who hold a current, non-restricted Australian drivers licence or International Licence, and is

over 21 years of age. The licence must be sighted and photocopied by the Owner at the commencement of the Hire Period.

II. The Hire Equipment will not be modified in any way.

III. The information provided on the Hire Agreement is correct in every respect and is not misleading in any way including ,without limitation , by omission

IV.The vehicle used for towing the Hire Equipment is registered , roadworthy and suitable for towing.

V. The Hirer is responsible for all costs incurred due to damage caused by submersing the Hire Equipment either fully or partially in water.

VI.The Hirer is responsible for any damage to the underneath or interior of the Hire Equipment regardless of the cause.

VII.The Hirer is responsible for any damage caused to the overhead of Hire Equipment. Please be mindful before setting up that there is enough clearance from trees.

I have read, understood and accept the Terms & Conditions of the Hire Agreement as Outlined above and I agree to the Terms & Conditions Of the Hire Agreement:

Hirer Full name: -----

Hirer Licence number: -----

Photocopy of Licence provided:* Y/N

Hirer Full name: -----

Hirer Licence number: -----

Photocopy of Licence provided: * Y/N

Hirers Signature: -----

Hirers Signature: -----

Date: -----

*** Required for all drivers intending to drive whilst towing the Camper Trailer**

CAR DETAILS

Car Make: -----

Car Model: -----

Registration Number: -----

Car Minimum Towing Capacity: ----- (required)

Car Minimum Tow ball Load Capacity: ----- (required)

Trailer Registration Number: -----

Extra Equipment taken: -----
