



## KIMBERLEY CAMPING HIRE

### TERMS AND CONDITIONS OF HIRE

#### Definitions:

- **KCH – Kimberley Camping Hire and employees**
- **EQUIPMENT – Any equipment supplied by KCH (Including Camper Trailers)**
- **HIRER – Any person who enters into an agreement to hire equipment.**
- **AGREEMENT – Agreement entered into Between KCH and Hirer as outlined below.**
- **All amounts outlined throughout this agreement are in Australian Dollars**

#### Booking:

- KCH will tentatively book over the Telephone, Fax, Email or Website and hold booking for a period of 48 Hours.
- A booking deposit of 50% of total hire cost is required within 48 hours of booking for confirmation.
- KCH reserves the right to cancel bookings if deposit payments are not received within the specified 48 hours.
- Booking deposit will be deducted from the total hire cost with the balance due upon receipt of equipment.
- Credit Card details are to be provided at commencement of Hire for security purposes.
- KCH reserves the right to deduct any monies for late returns, call costs, cleaning fee, replacement or repairs to equipment from the supplied Credit Card details. Hirers will be informed of any additional charges.
- All credit card details will be destroyed within 7days, unless replacement, repairs or call costs are required to be charged.
- If Credit Card details are unavailable a Cash Security Bond will be requested – dependant on Equipment Hired.

#### Booking / Hire Period:

- All Equipment will be charged on a "Time Taken" and not "Time Used" Basis.
- All Equipment is hired on 24 Hour Basis EG 9.00am Pick up – 9.00am Return on dates specified on Booking Agreement.
- All Equipment is hired for specified dates on Booking agreement only. KCH will make every effort to accommodate extensions to the original hire period, However we cannot guarantee that an extension will be achieved.
- Collection and Return times are to be within the Standard opening hours of KCH. March to October - Mon-Fri 8am to 5pm, Sat, Sun & Public Holidays 8am to 12pm. November to February Mon-Fri 8am to 5pm, Sat 8am to 12pm Closed Sunday & Public Holidays.
- All Equipment to be Collected and Returned to KCH depot.
- After hours Collections and Returns may be arranged prior to Hire period at a fee as per current Equipment List.
- Delivery and Pick up of Equipment are also available, charged as per current Equipment List.

#### One Way Hires:

- "One Way Hire's" are available upon request.
- Freight and days in transit are at the hirer's expense.
- The Hirer is responsible for the equipment as soon as it is delivered to the transport company.
- The Hirer is responsible for the equipment until it is received by KCH.

#### Cancellation Policy:

- A Cancellation of Hire within 14 days from commencement of hire period will forfeit 50% booking deposit. Including individual items.
- A Cancellation of Hire before 14 days of commencement of hire period will have 50% bond refunded with 7 days of cancellation.

#### Early Returns:

- There are no refunds, partial or otherwise, and no future credit accrued as a result of early return of any Equipment.

#### Late Returns:

- All equipment is booked on a 24hour basis. EG 9.00am Pick up – 9.00am Return.
- Late returns of up to 2 hours will be charged at the discretion of KCH.
- Late returns of over 2 hours will be charged at the 1-3 day rate.
- KCH is to be notified as soon as possible if the hire is going to be late for any reason.

#### Equipment:

- All equipment will be supplied in a well maintained condition
- KCH will test all equipment before the commencement of hire
- KCH will not be held responsible for the breakdown of equipment whilst on hire from unforeseen circumstances.
- The Hirer will be charged for the replacement or repairs to any equipment.
- KCH reserves the right to decide at our discretion if damaged equipment can be repaired or replaced.
- KCH will not be held responsible for any injury or damage to the hirer or a 3<sup>rd</sup> party/property due to incorrect usage or unforeseen faults of the Equipment
- KCH is to be informed as soon as possible if equipment is faulty or requires replacement.
- Gas bottles are to be returned full, otherwise hirer will be charged at current retail rate.
- Portable toilets are to be returned clean and empty. Cleaning fee of \$100.00 will apply.

#### Cleaning of Equipment:

- All equipment is to be returned in a clean and well maintained condition.
- No Smoking and No animals to be in or on any Equipment.
- Cleaning Fee of \$50.00per hour will be charged if equipment is returned in an unacceptable condition.
- Cleaning Fee of \$100.00 will be charged if Portable Toilet not returned cleaned and empty.

#### Identification & Age Requirements:

- KCH requires at the time of receiving Equipment, two forms of Identification with one form of Id showing a Photograph.
- KCH requires current residential, postal and contact details of next of kin.
- Hirers of Camper Trailers are to be 21 years if age or older and hold a current non probationary drivers license.

#### Modifications or Alterations to Equipment:

- Equipment is not to be tampered with or altered in any way.
- No substitution of any item of Equipment is to be made.
- The cost of any missing, broken, lost or substituted items will be deducted from supplied credit card details.

#### Unauthorised Use of the Equipment and Repossession:

- KCH may take possession of any Equipment at any time without prior demand and at the Hirers expense if it is illegally parked, used in violation of the law or this Agreement or if it is apparently abandoned.
- The Hirer is not permitted to sub lease or lend the Equipment to any other persons not a party to this Agreement.
- The Hirer warrants that during the rental period the Equipment will be:

- Used or operated in a cautious, prudent and normal manner;
- Not be used or operated by a person under the influence of alcohol or drugs or with a blood alcohol limited in excess of that permitted by the law;
- Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material expect within it's designed capabilities;
- Equipment are to be used in accordance with manufacturer's instructions.

**Repairs and Damages to Equipment:**

- If equipment is returned damaged or inoperable the hirer agrees to pay KCH the reasonable cost of the repair or replacement in the event that an item is not repairable or not cost effective to repair.
- All damages to Equipment while in the possession of the Hirer must be reported immediately to KCH.
- All repairs are to be undertaken only as authorized by KCH using qualified service personnel approved by KCH.

**Accident, Damages and Liability:**

- The Hirer must report to Police regarding any accident, malicious damage caused and/or theft involving the Equipment.
- In the event of an accident involving another vehicle the hirer is required to obtain the registration, make, model and color of the other vehicle, name, address and driver's license details of the driver and the name and contact details of any witnesses and forward these the Police and KCH.
- The Hirer and all parties using any of the Equipment whether with or without the express permission of the Hirer, understands and agrees that KCH shall not be liable for any costs or damages, loss or inconvenience incurred by the Hirer or any other such party as a result of theft of or from any of our equipment during the period of hire or due to or arising from any breakdown of the Equipment whether caused by fair wear and tear or any reason whatsoever during the period of this agreement. This includes cost such as accommodation, meals, flights, car hire, phone calls, or any other costs incurred by the hirer.
- The Hirer and all parties using any of the Equipment whether with or without the express permission of the Hirer, indemnifies KCH and any related parties with respect to any and all costs, damages or injuries (including damages and injuries to third parties) incurred through the use, misuse or accident arising from the use or misuse of any Equipment whether by negligence of KCH or otherwise.
- The Hirer and all parties using any of the Equipment whether with or without the express permission of the Hirer, also indemnifies KCH and any related parties with respect to any and all costs, damages or injuries incurred through items left in or with the Equipment which are received, handled or stored by KCH before, during or after the hire period whether by negligence or otherwise.
- The Hirer indemnifies KCH against all damage to persons and property in relation to the Hirer's use and control of the Equipment.
- The Hirer understand and agrees that KCH is not accountable for any damage or costs to the Hirer as a result of damage to any towing vehicle.
- KCH gives no express or implied warranty as to any matter whatsoever including without limitation the condition of the Equipment's merchantability or fitness for any particular purpose or use.
- Should the recovery of outstanding monies be warranted, the inclusion of all cost incurred to recover the money including, but not limited to, interest accrued, court costs, legal fees etc, will be at the expense of the Hirer.

**Insurance:**

- A \$500.00 excess is payable by the hirer in the event of damage or loss through accident/fire/theft (including immersion in water).
- The hirer is will be responsible for the total cost of the repairs / replacement cost if any of the conditions of the agreement are breached.

**Payment:**

- KCH accepts payments in Cash, Cheque, Eftpos and Electronic Funds Transfer.
- Payment made by Cheque is not considered paid until cheque has cleared
- Cheques that are dishonoured will incur a \$40 fee.

**Pricing & Specifications:**

- Due to our commitment to continual improvement, prices and specifications are subject to change without notice.

**Camper Trailer Specific Conditions (Including the above)**

**Bonds & Bond Returns:**

- A \$500.00 bond is required to be paid at time of pickup of Camper Trailer. Bond covers incidentals such as, but not limited to, damage to the Camper Trailer, canvas, equipment, tyre damage and cleaning costs, if required.
- A \$40.00 key bond is included in the \$500.00 bond amount and will be withheld if the keys are lost or not returned with the Camper Trailer.
- Replacement costs for lost or damaged items will be recovered from these bonds. Hirers will be advised of the cost.
- Bond will be refunded within 7 days from the return of equipment to KCH, unless replacement or repairs need to be undertaken, then the balance of the bond will be returned as soon as these costs can be ascertained.

**Vehicle Condition:**

- KCH will be supply the Camper Trailer as booked, clean and in apparent good operating condition.
- The Hirer agrees to return the Camper Trailer in the same condition (except for normal wear and tear and Not Including Tyre damage) together with all accessories that are supplied with Camper Trailer.
- Cleaning of Canvas to be done with cloth and water only. No abrasive cleaners or cloths are to be used.
- No Smoking, animals or fish cleaning to be done in or on Camper Trailer.
- Cleaning Fee will be charged at KCH discretion should the Conditions are not be adhered to.

**Towing Vehicle:**

- The Hirer must have full comprehensive insurance for the towing vehicle and must not have been refused any motor vehicle insurance.
- It is the Hirers responsibility to ensure vehicle is compatible with Camper Trailer EG 7pin Small Round Light Plug, 50mm Round Tow ball.
- The Towing vehicle must remain within the legal Gross Vehicle Mass and specified legal towing capacity at all times as stipulated by manufacturers and regulatory authorities.
- The Hirer must observe all Western Australian Road Rules including (but not limited to) towing speed of 100Kms Hour.

**Travel Restrictions Camper Trailers:**

- KCH reserves the right to restrict Camper Trailer movements in specified areas due to adverse road or weather conditions.
- Camper Trailers can be driven on any gazette roads as specified by Main Roads Department.
- No Camper Trailers are to be driven on a beach or be subjected to salt water.
- No Camper Trailers are to be immersed in fresh water exceeding a depth of 70cm.
- KCH reserves the right to charge Hirer with all costs relating to damages and recovery costs of the Camper Trailer, as well as the right to retain the Security Bond in full for breach of this Agreement.

**Repairs and Damages to Equipment:**

- Cost of punctures throughout the hire period is the responsibility of the hirer or will be charged at the normal repair fee should it be returned punctured.
- Tyres used for replacement must be of the approved type, brand and size as nominated by KCH.

**Modification or Alteration of Camper Trailer:**

- No article whatsoever is to be tied or carried on the roof of a Camper Trailer at any time during the hire period. Failure to adhere to this clause will forfeit the total Bond.
- The Camper Trailer is not to be tampered with or altered in any way.
- No substitution of any item of (or included in) the Camper Trailer is to be made.
- The cost of any missing, broken, lost or substituted items will be deducted from the Bond.