



TERMS AND CONDITIONS OF HIRE – Part B

In these Terms & Conditions of Hire, the following words have the meanings set out below:

HIRER – Any person who enters into an agreement to hire equipment.

OWNER-means Kununurra Kamper Hire (KKH) and employees

OWNERS PREMISES-means the premises described in the Hire Form

ACCESSORIES-means the accessories with the Hire Vehicle by the owner & listed in the Hire Form

EQUIPMENT – Any equipment supplied by KKH (Including Camper Trailers)

HIRE AGREEMENT- means the Hire Form attached to these Terms & Conditions of Hire

HIRE PERIOD-means the period set out in the Hire Form

All amounts outlined throughout this agreement are in Australian Dollars & include GST where applicable

Hirer Eligibility:

- The Hirer must hold a full unrestricted and current Australian Driver's Licence and be not less than 25 years of age.
- The Hirer must provide a copy of Current Photo Licence and Credit Card.
- The Hire must provide details of current residential & postal address & contact details
- The Hirer must not have been refused motor vehicle insurance at any time prior to entering into this Hire Agreement.
- The Hirer warrants that he/she has not previously been convicted of any offences related to driving a motor vehicle under the influence of alcohol or drugs or driving with blood alcohol content equal to or greater than the legal limit constituting an offence at law.
- The Hirer's towing vehicle must have a current comprehensive insurance policy.
- If the towing vehicle does not meet the Owner's minimum requirements for safe towing, the Owner reserves the right to refuse to hire any Hire Vehicle to the Hirer. If the Owner refuses to hire to the Hirer on the grounds set out in this clause following a visual inspection of the Towing Vehicle by the Owner on the Pick-up date, all amounts paid by the Hirer will be refunded to the Hirer less an administration fee of \$40.
- The Owner reserves the right of refuse to hire to any person or Towing Vehicle deemed to be unsuitable and/or unsafe.
- The Hirer must observe and abide by all Australian Road Rules

Booking:

- KKH will tentatively book over the Telephone, Fax, Email or Website enquiry form 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.
- KKH 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.
- KKH 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 7 days, unless replacement, repairs or call costs are required to be charged.

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 the booking agreement only. KKH 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 KKH. Mon-Fri 8am to 4.30. Saturday, Sunday & Public Holidays by arrangement only.
- All Equipment to be Collected and Returned to KKH depot, unless otherwise arranged.
- After hours Collections and Returns may be arranged prior to hire period at a fee of \$25.
- Delivery and Pick up of Equipment is also available within the town limits at a fee of \$35.

Cancellation Policy:

If, after making a booking, the Hirer wishes to cancel, the Hirer must give written notification to the owner. Any refund payable to the Hirer will depend on the period of notice given by the Hirer to the Owner of the cancellation

- A Cancellation of Hire before 21 days of commencement of hire period will have 50% of the paid booking deposit refunded within 7 days of cancellation.
- A Cancellation of Hire within 8 days (but not more than 20 days) of commencement of hire period will forfeit the 50% booking deposit.
- A Cancellation of Hire within 7 days from commencement of hire period will forfeit the full 50% booking deposit & be liable to pay the full hire charge.

Payment:

- KKH accepts payments in Cash, Cheque, Eft, Visa or MasterCard

Loading

- The Owner may assist with loading techniques however the ultimate responsibility is with the Hirer

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 KKH.

Early Returns:

- The Owner will not provide any refunds or no future credit accrued as a result of early return or termination of the Hire Agreement for any Equipment or Accessories.

Late Returns:

- All equipment is booked on a 24 hour basis. E.g. 9.00am pick up – 9.00am return.
- Late returns of up to 2 hours will be charged at the discretion of KKH. KKH is to be notified as soon as possible if the Hirer will be late in returning any equipment for any reason.
- Any request by the Hirer for extension of the Hire Period will be at the discretion of the Owner and will depend entirely on booking levels and availability

Equipment:

- All equipment will be supplied in a well maintained condition
- KKH will test all equipment before the commencement of hire
- KKH 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.
- KKH reserves the right to decide at our discretion if damaged equipment can be repaired or replaced.
- KKH will not be held responsible for any injury or damage to the Hirer or a 3rd party/property due to incorrect usage or unforeseen faults of the Equipment
- KKH is to be informed as soon as possible if equipment is faulty or requires replacement.

Cleaning of Equipment:

- All equipment is to be returned in a clean and well maintained condition both inside & out.
- If excessive cleaning is required (as determined by the Owner acting reasonably) such cleaning costs will be deducted from the Security Bond.
- Cleaning Fee of \$50.00 will be charged if Toilet Seats not returned cleaned.

Smoking

- Smoking is not permitted in the Hire Vehicle or under awnings and/or annexes. Smoke odour from camp fires or cigarettes could result in a charge against your security bond.

Pets

- Pets are not permitted in any of the Hire Vehicles or Hire Equipment.

Annexes

- Annexes and awnings are not insurable. If hired, they are the complete responsibility of the Hirer. The cost of repairs and/or replacement is to be paid by the Hirer.
- The Owner recommends that the Hirer not leave the awning set up in wet and/or windy conditions and whilst the Hire Vehicle is unattended.

Infringements

- The Hirer is fully responsible for paying any infringements e.g. traffic, parking, road closure

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:

- The Hirer is fully responsible for the security and care of the Hire Vehicle. (including all equipment & accessories provided with the Hire Vehicle) at all times
- The Hirer must be identified on the Hire Form before towing the hire vehicle.
- KKH 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 of 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 and/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 except within it's designed capabilities;
 - Equipment is to be used in accordance with manufacturer's instructions

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 Hire Vehicle must not to be tampered with, modified or altered in any way either internally or externally
- No substitution of any item of (or included in) the Hire Vehicle is to be made.

The cost of any missing, broken, lost or substituted items will be deducted from the Bond

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 colour of the other vehicle, name, address, contact details and driver's license details of the driver and the name and contact details of any witnesses and forward these the Police and KKH.
- The Hirer and all parties using any of the Equipment whether with or without the express permission of the Hirer, understands and agrees that KKH 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 KKH 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 KKH or otherwise.
- The Hirer and all parties using any of the Equipment whether with or without the express permission of the Hirer, also indemnifies KKH 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 KKH before, during or after the hire period.
- The Hirer indemnifies KKH against all damage to persons and property in relation to the Hirer's use and control of the Equipment.
- The Hirer understands and agrees that KKH is not accountable for any damage or costs to the Hirer as a result of damage to any towing vehicle.
- KKH 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.
- You must always pay
 - a) The excess shown on the Rental Document if there is damage to or loss of the Vehicle or if there is damage to the property of any third party
 - b) The cost of rectifying any tyre damage not attributed to normal wear & tear
 - c) The cost of repairing any damage caused deliberately or recklessly by
 - i. You;
 - ii. Any other driver of the Vehicle; or
 - iii. Any passenger carried during the Rental Period;
 - d) The cost of repairing and damage to the Vehicle or third party property caused by You using, or permitting the vehicle to be used, in any prohibited area
 - e) The Cost of repairing overhead and/or roof damage caused by, but not limited to, contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle; or
 - f) The cost of repairing any water damage to the Vehicle or any under body damage, and any resulting damage from that under body damage to the Vehicle.

Bonds & Bond Returns:

- A \$2000.00 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 \$2000.00 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 KKH, 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:

- KKH will 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 to be used. Pressure cleaners are not to be used on the canvas.

Hire & Towing Conditions:

- The Hirer is fully responsible for the security and care of the Hire Vehicle (including all equipment and Accessories provided with the Hire Vehicle) at all times
- The Hirer must be identified on the Hirer Form before towing the Hire Vehicle.
- The Hirer must not tow the Hire Vehicle whilst under the influence of alcohol or/and drugs.
- The Hirer is not permitted to lend or sub-lease the Hire Vehicle or any other accessories supplied by the Owner to any other persons.
- Prior consensual arrangement for Hirer Vehicle to be towed over gravel road access tracks to a recognised camping grounds in National Parks allowed, provided that the access road is dry and well maintained.
- Use in other States or Territories is only permitted with prior arrangement and if specified in Hire Agreement.
- The Hirer must not tow the Hire Vehicle on beaches, across river crossings, swollen creeks, or along flooded roads. The Hire Vehicle must not enter areas that are classified as being or expected to be threatened by a cyclone.
- The Hirer must ensure that the Hire Vehicle is at all times towed in a safe manner according to road and weather conditions.
- 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 the vehicle is compatible with the Camper Trailer e.g. 7 pin 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.

Hire Vehicle Travel Restrictions

- KKH reserves the right to restrict Camper Trailer movements and implement speed limits 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.
- Camper Trailers are prohibited to be used or enter through any road or track closures deemed unfit for vehicle passageway by Local Shires or Main Roads.
- No Camper Trailers are to be immersed in fresh water exceeding a depth of 50cm.
- KKH reserves the right to charge the 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.

Camper Trailer Vehicle Access & Additional Conditions

- Whilst the vehicle you have hired is a 4wd vehicle, there are many areas and sites that KKH will not allow access to and where different damage liability conditions apply. Listed below are the areas where the Hire Vehicle MUST NOT be driven at any time without the Owners written permission and agreement.
Should the Hirer decide to enter these areas with the Hire Vehicle, KKH WILL NOT provide any damage liability coverage. Any damage to the Hire Vehicle, either mechanical or panel, sustained in these areas or as a result of being in these areas will be at the HIRER'S EXPENSE as will any costs relating to vehicle recovery.

Access is denied as per the above to the areas listed within the following regions:-

Kakadu Region	Jim Jim and Twin Falls – all year
Arnhem Land	Access to Arnhem Land including Gurig/Cobourg National Park is denied subject to KKH's approval and on the presentation of permits obtained from relevant authority for entry to Aboriginal Land.
Litchfield Region	
Katherine Region	Central Arnhem Road to Gove beyond Bulman
Kimberley Region	Mitchell Plateau and Kalumburu - all year Gibb River Road travel between November and April is subject to road conditions
Broome	Cable Beach
Central Australia	Tanami Track, Gunbarrell Highway, Plenty/Donahue Highway, Canning Stock Route, Oodnadatta Track, Strzlecki Track, Birdsville Track without the consent and knowledge from KKH
Road Closures	Any road or gazetted track closed by any statutory authority in any region.
Dusk to Dawn	Any damage sustained to the Hire Vehicle as a result of a collision with an animal between the hours of dusk and dawn will not be covered by KKH's Damage Liabilities. All damages and recovery costs will be the responsibility of the Hirer.
Vehicle Recovery	Where a vehicle is rendered not towable due to accident damage and requires collection, the Hirer shall be responsible for all associated costs in recovering the Hire Vehicle and Equipment back to the KKH depot.

Repairs and Damages to Equipment:

- All damage to the tyres and/or rims of the Hire Vehicle will be the responsibility of the Hirer. All tyre punctures, blow-outs, tyre shreds must be repaired/replaced at the Hirer expense.
- Tyres used for replacement must be of the approved type, brand and size as nominated by KKH.

Breakdowns

- The Hirer must advise the Owner as soon as possible in the event of a breakdown. It is the Hirer’s responsibility to make sure that the Hire Vehicle is secure at all times. The Owner will not be liable for expenditure, inconvenience, loss or damage incurred by the Hirer in the event of a breakdown.

Insurance:

- You acknowledge that the camper trailer is comprehensively insured by the Owner and that an excess of \$2000 applies to the Hirer in the event of damage or loss through accident/fire/theft.
- The Hirer is responsible for the total cost of the repairs / replacement cost if any of the conditions of the agreement are breached.

Pricing & Specifications:

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

Release & Indemnity:

- The Hirer uses the Hire Vehicle at the Hirer’s risk at all times and the Hirer releases the Owner to the fullest extent permitted by law for any and all loss to person and/or property howsoever sustained by the Hirer’s use of the Hire Vehicle.
- The Hirer indemnifies the Owner for all loss, damages, expenses, suits and/or claims incurred or made against the Owner relating to the Hirer’s use of the Hire Vehicle.

Severability

- If any clause or provision of this Hire Agreement is illegal, unlawful or otherwise incapable of enforcement, that clause or provision will be read down only to the extent necessary to make it valid, legal and enforceable.

I have read, understand and agree to the conditions and restrictions to hire as detailed above.

Signed..... Name.....

Rental Officer..... Date.....