

# Terms of Hire

## TERMS AND CONDITIONS OF AGREEMENT FOR HIRE OF CAMPER TRAILER FROM BEATS WORKING CAMPER HIRE

The Hirer or nominated 2nd Driver name in Annexure "A" to this Agreement ("the Hirer") by agreeing to make a booking to hire the Camper Trailer and/or Camper Equipment enters into an Agreement with Beats Working Camper Hire whereby the Hirer agrees to the terms and conditions of hire as described below:

### 1. INTRODUCTION

In this agreement the following definition applies:

- (a) "Booking Fee" means the dollar amount paid as a deposit, detailed on Annexure "A" of this agreement as the "Booking Fee";
- (b) "Camper Trailer" means the Camper Trailer hired from Beats Working Camper Hire by the hirer, its components, spare parts and all associated equipment. In the event that a Camper Trailer is not available Beats Working Camper Hire will provide to the hirer a Camper Trailer of similar quality;
- (c) "Hirer" means any person who signs this agreement whether personally or by an agent, and where more than one each of them jointly and severally;
- (d) "Hire Fee" means the dollar amount detailed on Annexure "A" of this agreement as the "Hire Fee". The amount charged is for the period of hire not the period of actual use;
- (e) "Period of Hire" means the agreed time the Camper Trailer is hired commencing at agreed time of collection and ending at the return of the Camper Trailer being time out not time used, or as otherwise agreed between the parties;
- (f) "Security Deposit" means that portion of the Hire Fee which will be refunded to the Hirer upon the safe return of the Camper Trailer, less any deductions for damage caused to the Camper Trailer.

### 2. RENTAL OF CAMPER TRAILER

- (a) Beats Working Camper Hire agrees to hire the Camper Trailer to the Hirer for the period of hire and the Hirer agrees to take the Camper Trailer for that period pursuant to the terms and conditions of this agreement.
- (b) The hirer acknowledges that the Camper Trailer is in good repair and is clean and undertakes to return it in a similar condition (fair wear and tear excluded).
- (c) The Hirer is entitled to use the Camper Trailer for the period of hire and for any agreed extension period.
- (d) Unless agreed otherwise by Beats Working Camper Hire, the Hirer agrees to collect and return the Camper Trailer to Beats Working Camper Hire premises at 7 Wodalla Crt Hodgson Vale Qld 4352

(or such other location as nominated by Beats Working Camper Hire) on or before the completion of the period of hire.

### **3. BOOKING**

- (a) The Hirer agrees to pay to Beats Working Camper Hire the Hire Fee for the Camper Trailer for the period of hire, which may include any the other amounts set out in this agreement including but not limited to and any stamp duty, financial institutions duty, fees, outgoings, penalties, fines, demands, charges or costs imposed by any authority on or in connection with this agreement or the Hirer's hiring or use of the Camper Trailer.
- (b) The Hirer authorizes Beats Working Camper Hire to do whatever is necessary to enable the Hirer to make any payments through any credit card system.

### **4. BOOKING FEE**

The Booking Fee is to be paid at the time of the initial booking regardless of the total cost of hire. A booking takes place when this agreement:

- a) is signed by the Hirer and Beats Working Camper Hire; and
- b) will not proceed if the fee is not paid.
- c) Payment of the booking fee, confirms the Hirers reservation for the designated period of hire and is non- refundable.

### **5. HIRE FEE**

- a) The full amount of the hire fee including any component for the Security Deposit must be paid two weeks prior to the date of hire of the Camper Trailer.
- b) Any refund being part of the whole Security Deposit will be made following an inspection of the Camper Trailer by Beats Working Camper Hire; with
  - value of any damage to or loss will be deducted before such repayment; and/or
  - value of any cleaning necessary;
  - allowance being made of any speeding or other traffic fines; and/or
  - deduction of any late return payments.

Refunds are to be made within 14 days of the return of the Camper Trailer

### **6. RETURN OF CAMPER TRAILER**

- a) The hirer shall return the Camper Trailer to Beats Working Camper Hire's premises at the expiry of the period of hire in a similar condition to when hired (fair wear and tear excluded) and in the event that the hirer fails to do so the hirer shall pay such costs for cleaning and repairs as advised by Beats Working Camper Hire.
- b) If the Camper Trailer is not returned after the period of hire or any extension thereto, to Beats Working Camper Hire's place of business then the hirer authorized Beats Working Camper Hire to take whatever action necessary at the cost of the hirer to recover the Camper Trailer and the hirer will forthwith on demand indemnify Beats Working Camper Hire of the costs of the recovery.
- c) In the event that the equipment is returned after the expiration of the period of hire then the hirer may be charged an amount equivalent to double the ordinary hire rate for all overdue time.

## **7. CANCELLATIONS**

- a) A cancellation fee is payable by the hirer if the booking is cancelled prior to the commencement of the period of hire.
- b) The cancellation fees are as follows:
  - more than 28 days from the period of hire: No fee;
  - between 27 days to 8 days from the period of hire: A fee equal to fifty per-cent of the hire fee;
  - between 7 days to 1 day prior to the period of hire: A fee equal to one hundred per-cent of the hire fee.
- c) Beats Working Camper Hire will not refund any monies if the Hirer elects to return the Camper Trailer prior to the end of the period of hire, regardless of any reason including but not limited to bad weather.

## **8. HIRER'S DUTIES AND OBLIGATIONS**

- a) The hirer shall prior to taking delivery of the Camper Trailer inspect the same.
  - a. If a defect is noted then the hirer will immediately inform Beats Working Camper Hire of the same and Beats Working Camper Hire shall remedy such defect.
  - b. In the event that items of equipment are not provided at time of collection, then upon notification Beats Working Camper Hire shall provide the same.
- b) The hirer shall only use the Camper Trailer in accordance with all relevant laws and/or regulations relating to the use of such Camper Trailers.
- c) The hirer shall keep the Camper Trailer in good repair and clean and shall maintain the same in substantially the same condition as it was supplied (fair wear and tear excluded) and return the Camper Trailer in a clean condition. In the event that the Camper Trailer is not returned in a clean condition Beats Working Camper Hire may charge the hirer to clean the Camper Trailer.

- d) The hirer shall advise Beats Working Camper Hire of any loss or damage occasioned to the Camper Trailer, as soon as practical after such loss or damage occurs.

## **9. LOSS, DAMAGE OR BREAKDOWN OF CAMPER TRAILER**

- a) The hirer accepts full responsibility for the Camper Trailer and agrees to indemnify Beats Working Camper Hire against all loss and damage to the Camper Trailer whether mechanical or otherwise, and also against all claims, damages and costs howsoever arising out of or connected with the use of the Camper Trailer by the hirer.
- b) The hirer shall advise Beats Working Camper Hire of any loss, damage or breakdown occasioned to the Camper Trailer, as soon as practical after such loss or damage occurs.
- c) In the event of damage or breakdown of a Camper Trailer the hirer is responsible for the care and safety of the Camper Trailer and its equipment until its return to Beats Working Camper Hire. The Hirer shall at his cost return the Camper Trailer to Beats Working Camper Hire's premises and save and except to make the Camper Trailer roadworthy shall not repair the Camper Trailer.
- d) In the event of loss, damage or breakdown of the Camper Trailer, Beats Working Camper Hire shall retain the security deposit to cover costs.
- e) The Camper Trailer is not to be tampered with or altered in any way and no substitution of any item of Equipment in the Camper Trailer is to be made. The cost of any missing, broken, lost or substituted items is deducted from the security deposit.

## 10. BREAKDOWNS

### Hirer's fault

- a) In the event of the Camper Trailer breaking down due to negligence of the hirer the hirer shall arrange at his own expense to return it to Beats Working Camper Hire as soon as practical.
- b) The period of hire shall be determined upon such return of the Camper Trailer to Beats Working Camper Hire.
- c) In no event shall Beats Working Camper Hire be responsible for any expenditure damage and/or loss incurred by the hirer arising out of any breakdown or failure of the Camper Trailer, whether caused by fair wear and tear or negligence on the part of Beats Working Camper Hire or any other reason whatsoever.

### Owner's fault

- a) In the event of the Camper Trailer breaking down due to Beats Working Camper Hire fault, Beats Working Camper Hire will be responsible for repairs and replacements. Beats Working Camper Hire will not reimburse the hirer for the costs of any repairs, or replacements of equipment, carried out by the hirer during the contract of hire save and except where such repairs or purchase of equipment are carried out or entered into with Beats Working Camper Hire's prior express consent.
- b) Beats Working Camper Hire shall not be liable for any expenditure, damage, loss or inconvenience incurred by the Hirer arising out of any breakdown to the Camper Trailer whether caused by fair wear and tear or any reason whatsoever.

### Accidents

- a) The hirer shall advise both Beats Working Camper Hire and the police immediately of any accident and/or incident involving the Camper Trailer, including damage to or the theft of the Camper Trailer or any equipment belonging to the Camper Trailer.
- b) With accidents involving other Camper Trailers the hirer must obtain the details of the driver of the Camper Trailer and all other details required by the law, including the registration, make, model & colour of the other vehicle, the name, address and driver's license details of other driver, the name and address of any witness, the details of the driver's insurance company and provide such details to both Beats Working Camper Hire and the police.
- c) The hirer shall indemnify and keep indemnified Beats Working Camper Hire from all claims arising to persons and property with respect to claims made against the hirer from his use of the Camper Trailer.

## 11. INDEMNITY AND INSURANCE

### Indemnity

The hirer acknowledges and agrees:

- a) That he uses and operates the Camper Trailer at his own risk;
- b) That Beats Working Camper Hire will not be liable for any loss or damage caused to the property of the hirer or any third party resulting from the use of the Camper Trailer;
- c) To the full extent permitted by the law to releases, discharges and indemnifies Beats Working Camper Hire from all claims and demands on Beats Working Camper Hire arising out of or consequent on the use or misuse of the Camper Trailer during the period of hire.
- d) No cause of action shall arise in favour of the hirer, nor demand by made by the hirer, for loss of use against Beats Working Camper Hire should the Camper Trailer by any cause whatsoever become unusable during the period of hire.

### Insurance

- a) In the event of a claim being made against Beats Working Camper Hire insurer the hirer agrees to pay the excess. If necessary such monies being deducted from the hirer's security deposit.
- b) The hirer must not at any time do or permit to be done to the Camper Trailer any act or otherwise which would affect the policy of insurance on the Camper Trailer and thus render such policy null and void.

## 12. GENERAL

The hirer agrees:

- a) Not to remove or cause to be removed from the Camper Trailer any identification marks or plates denoting Beats Working Camper Hire ownership of the Camper Trailer.
- b) The onus is on the hirer to return the Camper Trailer and all transportation costs are the liability of the hirer.
- c) The Camper Trailer shall be used in accordance with all Laws and Government Regulations.
- d) The Camper Trailer must not be re-hired or lent to another without Beats Working Camper Hire's permission.
- e) Beats Working Camper Hire may remove the Camper Trailer if conditions are not complied with or for any reason after 48 hours.
- f) Any costs, expenses or payment for damages for which the hirer may be liable may be recovered by Beats Working Camper Hire as a liquidated debt on demand.
- g) Pets and other animals are not to be carried or kept in the Camper Trailer.
- h) No smoking is allowed in the Camper Trailer at all times.
- i) No electronic or gas heaters are to be used inside the Camper Trailer.
- j) No aerosol cans are to be used inside the Camper Trailer

- k) No severe scrubbing or high pressure hose is to be used on the Camper Trailer and/or Camper Equipment.
- l) No detergents are to be used to clean canvas items. Marks are to be wiped off with a cloth and water only (No cleaning chemicals are to be used on the canvas as this may damage the waterproofing property of the canvas)
- m) It is the Hirer's responsibility to fill suitable drinking water in the tanks. Beats Working Camper Hire advises that they will not be liable for any damage, including any illness to any person, as a result of the use of the water tank.
- n) Nothing in this agreement is intended to give use to any relationship of landlord and tenant, and no such relationship shall be presumed from any circumstances arising out of the hire of the equipment.
- o) Beats Working Camper Hire will not be liable for any property stolen, or left in the Camper Trailer during or after hire period.

### **13. TITLE TO GOODS**

During the period of hire the hirer will not:-

- a) Sell, offer for sale, assign, mortgage, pledge or sub-let the Camper Trailer or otherwise part with or attempt to part with the personal possession session of the Camper Trailer or otherwise deal with any interest of Beats Working Camper Hire therein;
- b) Not to conceal, make any repair or alternation or part with possession of the Camper Trailer;
- c) Allow any lien to be created in respect of the Camper Trailer for repairs or otherwise.
- d) The Hirer acknowledges that Beats Working Camper Hire retains title to the Goods and that the Hirer has rights to use the goods as a mere bailey only.
- e) This agreement may not be transferred or assigned to any other party without the consent in writing of Beats Working Camper Hire.

### **14. TERMINATION BY BEATS WORKING CAMPER HIRE**

- a) Beats Working Camper Hire and/or its nominee may repossess the Camper Trailer if the Hirer breaches any provision of his agreement, notwithstanding anything else herein contained.
- b) Beats Working Camper Hire may without notice to the hirer terminate this agreement and repossess the Camper Trailer and/or the equipment if:
- c) If the hirer does any act or thing whereby Beats Working Camper Hire's rights in the Camper Trailer may be prejudiced;

- d) If the hirer breach or causes to be breached any of the terms of this agreement, without prejudice to the rights of Beats Working Camper Hire to recover from the hirer any monies due hereunder or any damages for breach hereof;
- e) Beats Working Camper Hire may enter into or upon any premises where the Camper Trailer may be located for the purposes of repossessing the Camper Trailer. The hirer indemnifies Beats Working Camper Hire in respect of any claims, damages or expenses arising out of any action taken under this clause.

## **15. TRAVEL RESTRICTIONS**

- a) Beats Working Camper Hire reserves the right at its sole discretion to restrict Camper Trailer movements in certain areas due to adverse road or weather conditions and the distance to nominated destinations in relation to the length of hire period.
- b) The On Road Camper Trailer is to be driven at all times on sealed/bitumen roads unless prior written permission is obtained from Beats Working Camper Hire.
- c) No Camper Trailer can be immersed in fresh water exceeding a fording depth equal to 70cm.
- d) Should the Hirer not adhere to the stipulated travel restrictions, Beats Working Camper Hire retains 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.

## **16. NO WAIVER**

- a) Time is of the essence of this agreement, except that no delay by Beats Working Camper Hire in exercising any right or power will operate as a waiver of that right or power. Nor will any single or partial exercise of any right or power preclude any other of further exercise of that right or power.
- b) Prices and specification are subject to change any anytime without notice.