Perfect Break Caravans

ABN-54530743517

Hire Agreement and Terms and Conditions

Hire Agreement and Terms and Conditions of hiring a Caravan from Perfect Break Caravans of Kiama
Phone 0413996516

1. TERMS OF PAYMENT

To confirm a booking a deposit of 25% of the total hire cost must be transferred to Perfect Break Caravans upon booking. Dates and Caravans will not be held for hirers until this deposit has been paid. The remaining hire amount must be paid within two weeks of the departure date along with the Security bond of $750.
Full payment for total hire period is to be paid two weeks prior to the departure date or when the caravan is picked up. **Hire fees are non-refundable unless acceptable notice has been given by the hirer, and all rates are inclusive of any GST (see *Cancellations* below for exact information on cancellations.**

The security bond of $750.00 is payable at least two weeks before departure and is refundable within seven days of the van being returned in the same conditions as when hired out, less any reasonable wear and tear. This allows time for Perfect Break Caravans to conduct a full check prior to release of funds and deduction of any necessary amounts as outlined in these Terms and Condition clauses. The hire fee includes damage liability of the caravan and the $750.00 security bond equates to the DLF(Damage Liability Fee) on any damage to the caravan and is hence not refundable in the event of any damage liability having to be made due to damage caused during the hire period. The value of any damage less than $750.00, caused by the hires during the hire period, will be subtracted from the security bond and retained by Perfect Break Caravans.

The security bond for a hirer, who is the driver, aged **21 and over is $750 and $800 if between 21 and 25 years inclusive**.
Should any payment terms be contravened, Perfect Break Caravans reserves the right to cancel hire agreement at

any given time. In this event the security bond/booking fee will not be reimbursed. Perfect Break Caravans reserves the right to refuse hire to any persons deemed unsuitable.

2. CANCELLATIONS

In the event that the hirer needs to cancel their booking the following must be considered:
Cancellation fees apply as follows:
(a) If cancelled over 30 days prior to pick-up date: 10% of the full rental charges.
(b) If cancelled within 7-29 days of pick-up date: 50% of the full rental charges.
(c) If cancelled 1-6 days prior to pick-up date: 75% of full rental charges.
(d) If cancelled on the day of pick-up or no show: No refund available of any hire charges or Bond.
(e) During long term hire if this is terminated early by the hirer then missing future or past payments may be taken from the BOND as the agreed hire amount was based on a certain agreed length of hire.

Holding deposits may also be transferred to another available hire period within 6 months of the cancellation date if Perfect Break Caravans are able to rehire the caravan during the cancelled period. If Perfect Break Caravans need to cancel a booking due to circumstances beyond their control, for example a previous hirer has damaged a vehicle which then needs repair, Perfect Break Caravans will make every effort to supply a replacement caravan from their fleet and if this cannot be offered or is not satisfactory to the hirer, the full deposit/bond and any hire fees paid in advance will be fully refunded to the hirer. Perfect Break Caravans are not responsible for any damage liability for damages or inconvenience this has caused the hirer.

3. HIRE RESTRICTIONS

The hirer/driver must be at least 21 years of age at time of commencement of the hire period or if Perfect Break Caravans agree to hire to a **younger** driver higher bond amounts apply to cover the increased damage liability fee, as mentioned above in **Terms of Payment**.
The hirer/driver must possess a full/unrestricted driver's licence issued in Australia - not a learner's or provisional licence. A copy of the hirer/drivers licence may be taken by Perfect Break Caravans prior to departure.

4. CLEANING AND Annexes

The Caravan is expected to be returned to Perfect Break Caravans in the same condition upon which it was released. The hirer is expected to return the Caravan clean and tidy and dry.
If an annex has to be removed and unpacked and dried by *Perfect Break Caravans* there will be a $50 fee taken from the BOND.

Should the Caravan require cleaning upon return a charge against the bond will incur? Cleaning fee rates start at a cost of $45.00 and are charged on a 1⁄2 hourly basis plus cost of cleaning products.
If the Caravan upon return is found to have gone off-road and is therefore damaged or dirty, the Caravan will require a professional detail and therefore incur an extra charge at the owner's discretion which shall be deducted from the bond. The use of aerosol cans (e.g. - deodorant, insect repellent), are not permitted inside the Caravan, as they has been shown to affect the integrity of the interior surfaces.

5. SMOKING
Smoking is NOT permitted inside the Caravan or annex area. If cigarette smoke is present in the van on its return, as deemed by Perfect Break Caravans, the full bond is retained. The caravan must not be subjected to campfire smoke.

6. PETS
No pets are permitted inside the Caravan and/ or annexes.

7. CARAVANS WITH BUNK BEDS
A maximum of 60 kg on the top bunk is allowed.
Protective mattress protectors must be used where provided on all beds.

8. RESTRICTED AREAS
The Caravan is to be driven at all times on sealed/ bitumen roads. The ONLY exception allowed being when the Caravan exits a sealed road and enters onto a National Park track or camping area. The Caravan is not permitted to travel on any road marked as "4WD Only".

Other restricted areas include:
1. If Driving out of NSW, this destination needs to be added to the hire agreement during the booking process and agreed upon with Perfect Break Caravans.
2. The Caravans are not permitted to enter any region that is being or expected to be affected by a cyclone. The Caravan is not to be taken across river crossings or swollen creeks.
3. When driving/towing a Caravan weather conditions MUST be taken into consideration prior to embarking - wet roads, high winds will all affect towing ability. Any damage resulting from breach of these conditions will have to be paid for in full by the hirer.
4. Caravans, Cars vans and campervans **must not** be driven in an area between **Dusk and dawn** which is prone to **Animal activity at night** such as Kangaroos, Wombats, Livestock or other wildlife which is dangerous during a collision. All damages from collisions with animals or any other objects are subject to loss of bond money or collision damage liability of $2750 payable by the hirer.

9. BREAKDOWNS
In the event of a breakdown Perfect Break Caravans must be notified as soon as is practicable on 0413996516. It is the hirer's responsibility to make sure that the Caravan is safe at all times. **Perfect Break Caravans shall not be liable for expenditure, inconvenience, loss or damage incurred by the hirer in the event of a breakdown.** It is the hirer's responsibility to get the caravan to a safe place where repairs to the tow vehicle or caravan are being carried out. The hirer's own damage liability should cover this in the event of an accident but not for mechanical failure. In the event of an accident or breakdown it is the hirer's responsibility to return or have returned the caravan to the Perfect break caravan's depot in Kiama by the end of the hire period. **For NSW hirers we strongly recommend taking out NRMA Premium care or equivalent cover. For any interstate travel outside NSW or equivalent roadside assistance cover is advised as breakdowns have to be covered by the hirer. Having NRMA Premium care enables a caravan to be towed to the nearest repair centre and if not repaired within 24 hours for you to bring back can then be towed using $3000 worth of funds available for you through this package with NRMA. If you do not have this NRMA Premium care cover you will be liable for the most often expensive transport of the caravan back to Perfect Break Caravans even if the fault is the failure of the caravan and not your car.**
The hirer should obtain and keep details of any other vehicle involved in any accidents, malicious damage or theft. Reporting any damage to the police and obtaining a police report. Any tyre repair/replacement is the responsibility of hirer and the hirer must contact Perfect Break Caravans before commencing repairs. Any tyre replacement must be of approved type, light truck tyres and no retreads. Any damage to the tyres and rims (outside normal wear and tear) will be at the cost of the customer.
Any faulty items can be repaired in transit and the hirer will be reimbursed up to $100 with authority. Receipts will need to be kept in order for reimbursement. damage liability excludes deliberate or immersion damage.

10. DAMAGE
If any damage does occur to the Caravan, depending on severity, part of or the entire BOND of $750.00 shall be retained at the discretion of Perfect Break Caravans to cover costs for the repair and/or damage liability fee.
Annexes and/or awnings are not covered by damage liability, any damage to the annex/and or awning is the responsibility of the hirer and may surpass the $750.00 bond.

Should the cost for repair/ replacement of the annex/awning exceed the bond of $750.00, the hirer will be required to pay the DLF (Damage Liability Fee). Any damage to the tyres and rims of the Caravan in excess of what is considered normal wear and tear will be at the cost of the hirer and deducted from the bond. Should a tyre(s) puncture, blow or shred the tyre(s) must be replaced at cost to the hirer.
The Caravan is not to be altered or tampered with in any way either internally or externally. Nothing is to be tied to the Caravan externally either to the sides or top. No heavy hard items are to be stored on the floor of the Caravan eg: Eskies, BBQ's or gas bottles, bicycles etc, as they may mark or tear the flooring or interior.
The cost of any items from the Caravan either external or internal that is found to be broken, missing, damaged, substituted or lost will be deducted from the bond. Any damage deemed malicious damage that occurs during the hire contract of the Caravan is the full financial responsibility of the hirer who is also responsible for any fees incurred in the recovery of those costs.
A pull out or roll out awning must not be left up in wet/windy conditions and whilst the Caravan is unattended.
Pull out window shields or awnings must not be left open when the caravan is unattended as wet/ windy conditions can damage these.
Perfect Break Caravans takes no responsibility for the hirer's personal belongings.

11. The damage liability may be invalid in the following circumstances, which could result in the hirer paying the full cost of any repairs:
1. The hirer or any person who is likely to tow the caravan has been charged with or convicted of any motor offence (but not parking fines) and these have not been supplied at the time of hire.
2. The hirer or any person who is likely to tow the caravan has not been charged with, convicted of, or has any charge pending for a criminal offence.
3. The hirer or any person who is likely to tow the caravan is under the influence of alcohol, alcohol level in excess of .05, or any drug.
4. The hirer or any person who is likely to tow the caravan has a blood alcohol level in excess of the legal limit prescribed by the law applying in the State or Territory where an accident or event occurs.
5. The hirer or any person who is likely to tow the caravan refuses to allow police to conduct a breath or blood test for the purpose of determining the blood alcohol content or refuses to allow police to conduct a random drug test.
6 The hirer or any person who is likely to tow the caravan is not the holder of a current driver's licence that allows the person to drive a vehicle for the purpose for which it is being driven.
7. The hirer or any person who is likely to tow the caravan is using the vehicle for other than private use.
8. The hirer or any person who is likely to tow the caravan is using the caravan to carry flammable substances, chemicals (other than normal domestic purposes) or explosives.
9. If the damage liability fee is invalidated due to any of the above eight clauses then the hirer will become personally responsible to pay for or make good any damage caused during the hire period.
If the hirer or any person who is likely to tow the caravan has had a license cancellation or suspension in the last 5 years then they are not covered under the by PBC and so will be responsible for the full cost of any damage to the caravan and for any other damage liability by a third party arising from an incident or accident that happened during the hire period.

12. ACCIDENTS
In the event of an accident occurring involving the Caravan the hirer is responsible for obtaining the following information necessary for damage liability purposes:

- Name, D.O.B, address, drivers licence details of any other drivers involved.
- The registration, make, model, and colour of any other vehicles involved.
- The name and address details of any witnesses present at the time of the incident.

This information is to be reported to the police by the hirer and given to Perfect Break Caravans as soon as is practicable following the incident. The hirer is responsible for making a report to the police in the event of any accident involving the Caravan, in the event of either the theft of or part there of the Caravan or its contents/equipment or any malicious damage caused to the Caravan. The hirer must obtain a police incident report number for Perfect Break Caravans damage liability purposes.

13. SUB-LETTING
The hirer is NOT permitted to sub-lease or lend the camper trailer to any other persons. The Caravan remains the property of Perfect Break Caravans.
Extra monies may be requested if the hirer has been found to contravene this direction.

14. REPLACEMENT OF USED GAS
Gas is not provided by Perfect Break Caravans, however a gas tank is which may have Gas in it depending on last use.

15. BOOKINGS AND LATE RETURNS
A penalty fee will be charged to the hirer and deducted from the bond in the event that the Caravan is COLLECTED OR RETURNED late. Charges accrue on a daily basis and are charged at either peak or off-peak part week rates. The hirer is asked to contact Perfect

break caravan's office if they are delayed on Collecting or returning the Caravan. If the hirer does not contact Perfect Break Caravans within 24 hours of the date and time due back to base then the Police will most likely be notified and normal police processes initiated.

COLLECTION or RETURN of caravans is set and negotiated by Perfect Break Caravans based on availability and appointment times.This is based on business and personnel organisation. Perfect Break Caravans will endeavour to meet customers needs but may not always be able to due to other commitments.

16. TOWING VEHICLE SPECIFICATIONS It is the hirer's responsibility to ensure that the towing specifications limits, including tare and ball weight on the towing vehicle, normally found in the vehicle's owners manual, are not exceeded when the hire caravan is attached.

Please note: If the hirer has not taken out NRMA Total Care coverage, which will normally repatriate the caravan in case of mechanical breakdown, and there is a mechanical breakdown, it is the hirer's responsibility to repatriate the caravan to our Kiama, NSW. depot, by the due return date or extra fees will be charged.

☐ Please tick this box to receive occasional emails for special deals and information about Perfect Break Caravans. These will not occur often so will not fill up your inbox.

Hire Details Table to be Signed and completed upon booking of the Caravan

Caravan hired Hire Period Dates and times including Departure and Return times.	
Full Hire Fee	
Bond required or has been paid	
I have read the above and agree to the conditions as outlined above inclusive of all of the Hire Agreement and Terms and Conditions. ***Please Print, Sign and Date your name here. This will need multiple names if multiple drivers***	
Drivers Licence Number Date of Birth Occupation	
Address	
Email Address	
AH Phone	
Mobile or BH Phone	
Car registration NRMA Premium Care cover Y/N Comprehensive Car insurance provider name	
For Return of Bond please supply your BSB and Account number and name.	
Name of Caravan hired and approximate kilometres travelled needed for Perfect Break Caravans comprehensive maintenance Schedule.	
Brand and model of car to be used for towing and capacity of tow bar. (Usually found on the tow bar or owner's manual for your tow bar. If unsure please ask your installer or Motor Dealer.	