

Perfect Break Caravans- Campervan, Motorhome, Car and Van hire

ABN-54530743517

Hire Agreement and Terms and Conditions

Hire Agreement and Terms and Conditions of hiring a from Perfect Break Perfect Break Caravans- Car, Van or Campervan hires 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-Campervan, Motorhome Car and Van upon booking. Dates and Campervan, Motorhome Car and Van 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 \$1000. Full payment for total hire period is to be paid two weeks prior to the departure date or when the car, van or campervan 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 \$1000 is preferred to be paid at least two weeks before departure or can be paid on pickup. It 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-Campervan, Motorhome Car and Van 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 car, van or campervan and the \$1000 bond equates to the DLF(Damage Liability Fee) on any damage to the car, van or campervan 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 \$1000, caused by the hires during the hire period, will be subtracted from the security bond and retained by Perfect Break Caravans-Campervan, Motorhome Car and Van.

The security **bond** for a hirer, who is the driver, aged **23 and over is \$1000**).

Driver's licences - All full current Australian and overseas or international licences are accepted. Drivers are to be a minimum age of 23 years old, having had at least 6 years licensed driving experience.

Additional Extras

Baby, child seats and booster seats are available to hire at only \$5.00 per day up to a maximum of \$35 total in cost. You can request these online or when making a telephone reservation.

Rates - All rates quoted may be subject to blackout periods such as Easter School Holidays and Christmas. All rates include a free kilometre package of 2000 kms. All extra kilometres are charged a on a tiered basis starting at 30 cents per kilometre. This can also be negotiated to tailor your rental rate to your destination requirements. Tiering works as follows:

2000 free kilometers included per trip then...

2001 - 3000 kilometers : \$0.30 / kilometers

3001 - 4000 kilometers : \$0.20 / kilometers

4001 - 5000 kilometers : \$0.18 / kilometers

Additional driver - One additional driver is protected if nominated for \$5 per day. A maximum of 2 drivers allowed per contract. These must be added to the contract before the hire has commenced.

All damages from collisions with animals or any other object are subject to loss of bond money or collision damage liability of \$1000 payable by the hirer.

If any **damage** does occur to the car, van or campervan, depending on severity, part of or the entire BOND of \$1000 shall be retained at the discretion of Perfect Break Caravans-Campervan, Motorhome Car and Van to cover costs for the repair and/or damage liability fee.

The damage liability fee of **\$1000** may also be payable if damage occurs to the car van or campervan. Hirers are reminded that overhead, interior, underbody, windscreen and tyre damage howsoever caused is always at the hirers risk. There is no cover unless our hire car is driven on sealed maintained roads.

Rental duration - Rental day period is 24 hours, extra hours are 1/4 daily rate until daily rate is reached. Kilometre per day of travel allowance is extended at 1/4 of daily allocation per hour until daily allocation is reached. Additional options charge at daily rate after 24 hours. There are no refunds for early returns. Any change of plans including requests to extend must be notified to our office.

Should any payment terms be contravened, Perfect Break Caravans-Campervan, Motorhome Car and Van reserves the right to cancel a hire agreement at

any given time. In this event the security bond/booking fee will not be reimbursed. Perfect Break caravans-Campervan, Motorhome Car and Van reserves the right to refuse hire to any persons deemed unsuitable.

V7 March 2020

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: 20% of the full rental charges.

(b) If cancelled within 7-29 days of pick-up date: 75% of the full rental charges.

(c) If cancelled 1-6 days prior to pick-up date: 100% 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 caravan-Campervan, Motorhome Car and Van are able to rehire the car, van or campervan during the cancelled period. If Perfect Break Caravans-Campervan, Motorhome Car and Van 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-Campervan, Motorhome Car and Van will make every effort to supply a replacement car, van or campervan 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-Campervan, Motorhome Car and Van 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-Campervan, Motorhome Car and Van 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-Campervan, Motorhome Car and Van prior to departure.

4. CLEANING AND Annexes

The car, van or campervan is expected to be returned to Perfect Break Caravans-Campervan, Motorhome Car and Van in the same condition upon which it was released. The hirer is expected to return the car, van or campervan clean and tidy and dry.

If an annex has to be removed and unpacked and dried by Perfect Break Caravans-Campervan, Motorhome Car and Van there will be a \$50 fee taken from the BOND.

Should the car, van or campervan 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 car, van or campervan upon return is found to have gone off-road and is therefore damaged or dirty, the car, van or campervan 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 car, van or campervan, as they have been shown to affect the integrity of the interior surfaces.

4.1 2000km are free for using the Vehicle. After this each km will be charged based on a tiered per km fee ranging from 18 cents- 30 depending on total kms over this 2000km limit. This will be taken from the bond/ security deposit if needed.

5. SMOKING

Smoking is NOT permitted inside the car, van or campervan or annex area. If cigarette smoke is present in the van on its return, as deemed by Perfect Break Caravans-Campervan, Motorhome Car and Van, the full bond is retained. The car, van or campervan must not be subjected to campfire smoke.

6. PETS

No pets are permitted inside the car, van or campervan and/ or annexes.

7. Campervan, Motorhome Car and Van WITH BUNK BEDS

A maximum of 80 kg on the top bunk is allowed.

Protective mattress protectors must be used where provided on all beds.

8. RESTRICTED AREAS

The car, van or campervan is to be driven at all times on sealed/ bitumen roads. The ONLY exception allowed being when the car, van or campervan exits a sealed road and enters onto a National Park track or camping area. The car, van or campervan 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-Campervan, Motorhome Car and Van.

2. The Campervan, Motorhome Car and Van are not permitted to enter any region that is being or expected to be affected by a cyclone. The car, van or campervan is not to be taken across river crossings or swollen creeks.
3. When driving/towing a car, van or campervan 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. 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 up to \$1000 payable by the hirer.

9. BREAKDOWNS

All our vehicles are covered by 24 hour roadside assistance with NRMA who can be contacted on 1300 369 349. When contacting NRMA you will need to quote our membership number, located on the car key-tag, along with the vehicle's registration number. If any information cannot be found please contact the branch where you rented the vehicle from. Please note that a callout deemed to be as a result of human error will incur a \$75.00 service fee. This will include reasoning such as keys being locked in a vehicle, the vehicle being out of fuel or lights being left on and batteries becoming flat.

In the event of a breakdown Perfect Break Caravans-Campervan, Motorhome Car and Van must be notified as soon as is practicable by email at michael@perfectbreakcaravans.com or on 0413996516. It is the hirer's responsibility to make sure that the car, van or campervan is safe at all times. Perfect Break Caravans-Campervan, Motorhome Car and Van 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 car, van or campervan to a safe place where repairs to the car, van or campervan are being carried out. In the event of an accident or breakdown it is the hirer's responsibility to return or have returned the car, van or campervan to the Perfect break car, van or campervan's depot in Kiama by the end of the hire period.

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-Campervan, Motorhome Car and Van 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 \$200 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 car, van or campervan, depending on severity, part of or the entire BOND of \$1000 shall be retained at the discretion of Perfect Break Caravans-Campervan, Motorhome Car and Van to cover costs for the repair and/or damage liability fee.

The damage liability fee of \$1000 may also be payable if damage occurs to the car van or campervan. Hirers are reminded that overhead, interior, underbody, windscreen and tyre damage howsoever caused is always at the hirers risk. There is no cover unless our hire car is driven on sealed maintained roads.

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 \$1000 bond.

Should the cost for repair/ replacement of the annex/awning exceed the bond of \$1000. Any damage to the tyres and rims of the car, van or campervan 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 car, van or campervan is not to be altered or tampered with in any way either internally or externally. Nothing is to be tied to the car, van or campervan externally either to the sides or top. No heavy hard items are to be stored on the floor of the car, van or campervan 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 car, van or campervan 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 car, van or campervan 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 car, van or campervan is unattended.

Pull out window shields or awnings must not be left open when the car, van or campervan is unattended as wet/ windy conditions can damage these.

Perfect Break Caravans-Campervan, Motorhome Car and Van 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 drive the car, van or campervan 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 drive the car, van or campervan 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 drive the car, van or campervan 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 drive the car, van or campervan 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 drive the car, van or campervan 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 drive the car, van or campervan 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 drive the car, van or campervan is using the vehicle for other than private use.

8. The hirer or any person who is likely to drive the car, van or campervan is using the car, van or campervan 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 drive the car, van or campervan 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 car, van or campervan 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 car, van or campervan 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-Campervan, Motorhome Car and Van 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 car, van or campervan, in the event of either the theft of or part there of the car, van or campervan or its contents/equipment or any malicious damage caused to the car, van or campervan. The hirer must obtain a police incident report number for Perfect Break Caravans-Campervan, Motorhome Car and Van damage liability purposes.

13. SUB-LETTING

The hirer is NOT permitted to sub-lease or lend the car, van or campervan to any other persons. The car van or campervan remains the property of Perfect Break car, vans or campervans.

Extra monies may be requested if the hirer has been found to contravene this direction.

14. REPLACEMENT OF USED GAS OR PETROL

Gas is not provided by Perfect Break Caravans-Campervan, Motorhome Car and Van, however a gas tank is which may have Gas in it depending on last use.

Some gas cannisters may be provided for camp stoves. Any extra needed will need to be purchased and installed by the hirer. We take no responsibility for the safe installation and use of camping equipment.

Fuel - Your hire car will be supplied with a full tank of fuel. We ask you to refill the tank on return, otherwise a penalty charge for refuelling will be made.

15. BOOKINGS AND LATE RETURNS

A penalty fee will be charged to the hirer and deducted from the bond in the event that the car, van or campervan 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 car, van or campervan's office if they are delayed on Collecting or returning the car, van or campervan. If the hirer does not contact Perfect Break Caravans-Campervan, Motorhome Car and Van 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 Campervan, Motorhome Car and Van is set and negotiated by Perfect Break Caravans-Campervan, Motorhome Car and Van based on availability and appointment times. This is based on business and personnel organisation. Perfect Break Caravans-Campervan, Motorhome Car and Van will endeavour to meet customers needs but may not always be able to due to other commitments.

3. Access

The Customer irrevocably permits the Company or any person authorised by the Company in writing, upon giving reasonable notice **to enter the Customer's premises or at premises where the Goods are reasonably believed by the Company to be held on the Customer's behalf for the purpose of examining or recovering the Goods.** The Customer also agrees to indemnify and hold the Company harmless for reasonable costs of removal, enforcement, and legal action in respect of the removal of any Goods, the subject of this Agreement.

4. Default

1.1 If the Customer:

- (a) Fails to pay for any Goods or Services on the due date; or
- (b) Otherwise breached this agreement and failed to rectify such breach within seven day's notice; or
- (c) Cancels delivery of Goods or Services; or
- (d) Commits an act of bankruptcy or allows a trustee in bankruptcy or receiver and manager to be appointed to the Customer or any of its property; or
- (e) Allow a judgment or order to be enforced or become enforceable against the Customer's property.

then the Company may enter upon the Customer's premises (doing all that is necessary to gain access) where Goods supplied under this contract are situated at any time and re-take possession of any or all of the Goods the Company has supplied to the Customer and:

- (i) Resell the Goods concerned;
- (ii) Terminate the agreement; and
- (iii) Sue for any monies owing.

- 1.2 The Customer will be in default if the Customer does not pay any monies payable when called upon so to do and the Customer acknowledges and agrees that the Company is authorised to contact a credit reporting agency throughout the term of the Agreement to obtain a report about the creditworthiness of the Customer.
- 1.3 The Customer authorises the Company to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to the contract and to the ongoing relationship between the parties hereto.
- 1.4 The Company reserves the right to report a Customer's delinquent account to a credit reporting agency should payment remain outstanding for more than 14 days.
- 1.5 The Company may refer any outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection the Customer acknowledges and agrees to pay debt collection charges to be calculated at not less than 20% plus GST and will be incurred on the day the Company refers the matter to their nominated debt collection agency. The Customer shall also be liable for interest and all legal recovery costs associated with such action on a solicitor and own Customer or indemnity cost basis.

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 car, van or campervan is used to tow.

Hire Details Table to be Signed and completed upon booking of the car, van or campervan

Hire Period Dates and times including Departure and Return times.	
<p style="text-align: right;">Base Hire Fee</p> <p>Baby or Booster seat cost(\$5 per day up to \$35 max)</p> <p style="text-align: right;">Additional Driver costs(\$5 per day))</p> <p style="text-align: right;">Total Cost</p>	
Bond required or has been paid	
<p>I have read the above and agree to the conditions as outlined above inclusive of all of the Hire Agreement and Terms and Conditions.</p> <p><i>Please Print, Sign and Date your name here. This will need multiple names if multiple drivers</i></p>	
<p style="text-align: right;">Drivers Licence Number of first driver</p> <p style="text-align: right;">Date of Birth</p> <p style="text-align: right;">Occupation</p> <p style="text-align: right;">Drivers Licence Number of second driver</p> <p style="text-align: right;">Date of Birth</p> <p style="text-align: right;">Occupation</p>	
<p style="text-align: center;">Address of first driver as above</p> <p style="text-align: center;">Address of second driver as above</p>	
<p style="text-align: center;">Email Address of first driver</p> <p style="text-align: center;">Email Address of second driver</p>	
<p style="text-align: center;">AH Phone of first driver</p> <p style="text-align: center;">AH Phone of second driver</p>	
<p style="text-align: center;">Mobile or BH Phone of first driver</p> <p style="text-align: center;">Mobile or BH Phone of second driver</p>	
Car registration	
<p>Name of car, van or campervan hired and approximate kilometres planned needed for Perfect Break Caravans-Campervan, Motorhome car and Van comprehensive maintenance Schedule and costs.</p> <p style="text-align: right;">Area of proposed use</p>	
<p style="text-align: center;">Existing Damage/ Issues noted before drive away</p> <p style="text-align: center;">Existing Kilometres or Starting Kilometres</p>	

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