



Perfect Break Caravans

FOR HIRE

www.perfectbreakcaravans.com

www.perfectbreakcaravans.com. Phone- 0413996516

ABN-54530743517

Hire Agreement and Terms and Conditions

Our Obligations

Perfect Break Caravans is a business operation of Australia renting Caravans, Campervans, cars, to leisure and business travelers.

- **We are committed to providing quality service and value for money. In particular:**
 - **We provide a wide range of vehicles in good condition including.**
 - **We work extended hours considering the needs of our customers.**
 - **We service and maintain our vehicles in accordance with manufacturers' recommendations.**
- After renting, if the vehicle you rented becomes defective, or if you are not satisfied with our services or if you need any assistance, please feel free to contact us at any time on 0413996516 or email us perfectbreakcaravans@gmail.com.**

We always welcome and appreciate your feedback and responses on our services. Please send your suggestion to improve our services through our website (www.perfectbreakcaravans.com) or by phone or mail. You may also send positive comments to encourage us to serve You better.

Introduction and Who may drive or tow the vehicle

1.1 This contract to hire a Vehicle from Perfect Break Caravans (Rental Contract) consists of:

- (a) the agreement (Rental Agreement) You have signed to hire the Vehicle from Us; and
- (b) these rental Terms and Conditions (Terms and Conditions).

1.2 The Rental Contract is governed by the laws of NSW and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 The Australian Consumer Law applies to the Rental Contract and it provides You with rights that are not excluded, restricted or modified by the Rental Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.

1.4 We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract. 2.1 Only You or an Authorised Driver can drive

the Vehicle. Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

2.2 We set a minimum and maximum age limit for those renting Our Vehicles. You and any Authorised Driver must be at least 25 and not over 75 years of age and have not less than 12 months driving experience although We may allow drivers aged from 21 to 24 years of age provided this is agreed with Us before the Start of the Rental and it is shown in the Rental Agreement.

2.3 You and any Authorised Driver must also have a valid licence to drive the Vehicle which is:

- (a) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
- (b) appropriate for the class of the Vehicle; and
- (c) not subject to any restriction or condition.

2.4 Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle. 2.5 The Vehicle must not be driven if Your licence or the licence of any Authorised Driver has been cancelled within 2 years of the date of the Rental Agreement.

Prohibited Use

3.1 The Vehicle must not be driven by You or any Authorised Driver:

- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
- (b) recklessly or dangerously; or
- (c) whilst the Vehicle is damaged or unsafe.

3.2 You and any Authorised Driver must not:

- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment; (b) use the Vehicle: (i) for any illegal purpose;
- (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
- (iii) to propel or tow another vehicle or a trailer;
- (iv) to carry illegal drugs or substances; (v) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
- (vi) in an unsafe or un-roadworthy condition.

3.3 You and any Authorised Driver must not:

- (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
- (b) modify the Vehicle in any way;
- (c) sell, rent, lease or dispose of the Vehicle; or (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

3.4 You and any Authorised Driver must not use the Vehicle to carry:

- (a) passengers for hire, fare or reward or for rideshare purposes unless You have Our prior approval and it is shown on the Rental Agreement;
- (b) more than the number of passengers for which the Vehicle is licensed; or
- (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

3.5 You and any Authorised Driver must not:

- (a) use the Vehicle to transport any pets or animals except assistance animals; or
- (b) smoke in the Vehicle and You must prevent any passenger from doing so. Additional cleaning and deodorising costs must be paid if there is a breach of this clause.

3.6 You and any Authorised Driver must not use a mobile phone or a GPS unit whilst the Vehicle is in motion or stationary; but not parked unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used.

Prohibited areas of Use

4.1 The Vehicle must never be driven on an Unsealed Road unless it is a 4 wheel drive Vehicle except when driving into and out of a campsite or caravan park on Unsealed Roads provided the road is maintained in a condition that will **not** cause Damage to the Vehicle.

4.2 The Vehicle must not be used in any area that is prohibited by Us. Prohibited areas include:

- (a) Off Road;
- (b) roads that are prone to flooding or are flooded;
- (c) beaches, streams, rivers, creeks, dams and floodwaters;
- (d) any road where the police or an authority has issued a warning;
- (e) any road that is closed; and
- (f) any road where it would be unsafe to drive the Vehicle.

4.3 The Vehicle must never be driven or taken:

- (a) to the Gove Peninsula;
- (b) any island off the coast of Australia (including, but not limited to, Kangaroo Island, Bruny Island, Fraser Island, Magnetic Island, Groote Eylandt or the Tiwi Islands);
- (c) into or out of Western Australia;
- (d) In Queensland: (i) on Highway No. 27: beyond Chillagoe in a Westerly direction;
- (ii) on Highway No.1: beyond Normanton in a Southerly direction and no further North than Karumba; (iii) if the Vehicle is a passenger vehicle or truck, beyond Cooktown to the North or Lakeland to the West and no further North than Cape Tribulation on the Coast Road; or
- (iv) on the Coast Road from Helenvale to Cape Tribulation, or from Laura to Lakeland, unless the Vehicle is a 4 wheel drive Vehicle;
- (e) in the snow (at anytime and anywhere including Tasmania, Jindabyne in New South Wales, and Bright in Victoria) from the beginning of June until the end of September; unless We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement. Caravan parks in this

regions and designated camp sites are ok unless it is dangerous to do so.

Your Obligations

5.1 A booking deposit of 25% of the total rental cost is payable when You make Your booking.

Cancellations costs are as follows and should be considered before booking with Perfect Break Caravans.

In the event that the hirer needs to cancel their booking the following must be considered:

5.2 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: 70% of the full rental charges.
- (c) If cancelled 1-6 days prior to pick-up date: 85% 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.

5.3 The Security Bond is fully refundable to You provided that:

- (a) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;
- (b) the Vehicle has been returned to the Rental Location at the date and time set in the Rental Agreement;
- (c) there is no Damage or Third Party Loss;
- (d) the exterior and interior of the Vehicle are clean;
- (e) the Vehicle has a full tank of fuel; and
- (f) there has not been a Major Breach of the Rental Contract, We reserve the right to retain all or part of the Security Bond if there is a breach of any of these conditions.
- (g) Toll charges may be charged to your card on file post hire and security bond refund if needed as these have not been paid at time of security bond refund.

(f) CLEANING AND Annexes/ awnings

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 \$55.00 and are charged on a 1/2 hourly basis plus cost of cleaning products.

There is an extra charge of \$150 on top of the half hourly rate if the toilet cassette has not been emptied or the toilet are is found to be fouled or dirty.

(g) 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.

(h) 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

(i) Pets- No pets are permitted inside the Caravan and/ or annexes without prior permission. Hyper- allergenic small pets maybe permitted with permission.

(i) All interior and exterior equipment and items must be returned undamaged at the end of the hire including 'add ons' paid for and booked in the booking process like Amphibian adaptors, Solar blankets, fridges and Gas bottles.

(J) Gas is not provided by Perfect Break Caravans unless paid for as an Add- on during the booking process, however a gas tank is present in each RV and Caravan which may have Gas in it depending on last use. This can be refilled or exchanged at a swap and go type retail outlet provider.

5.4 At the Start of the Rental You must also inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Rental Agreement. Please note: Photos of the Vehicle (interior and exterior) will also be taken in Your presence and these will be matched and compared with photos taken of the Vehicle at the End of the Rental to check for any Damage caused during the Rental Period.

5.5 You and any Authorised Driver must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.

5.6 You must comply with all mandatory:

(a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and

(b) child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

5.7 You and any Authorised Driver must make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device must be kept in Your possession, or that of any Authorised Driver, at all times and are never left in the ignition when the Vehicle is unattended.

5.8 You and any Authorised Driver must take reasonable care of the Vehicle by:

(a) preventing it from being damaged;

(b) making sure that it is protected from the weather;

(c) maintaining the engine and brake oils and coolant level and tyre pressures;

(d) using the correct fuel type; and (e) making sure it is not overloaded.

(e) maintaining your own tow vehicle before your trip checking its tow capacity and safety to tow our caravans.

(f) Have NRMA Premium care cover or equivalent which will cover the towing of the caravan hired and your car should one or the other fail.

5.9 You must inform Us immediately if:

(a) a warning light or fault message appears;

(b) You see or become aware of low engine or brake oils, or engine coolant levels; or

(c) the Vehicle develops any fault during the Rental Period. If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

5.10 You must not let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so other than NRMA or an equivalent towing business back to base.

5.11 Where We have given You Our prior authority to repair the Vehicle You must keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us.

Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

5.12 You must not leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

5.13 TERMS OF PAYMENT

- To confirm a booking a deposit of at least 25% of the total hire cost must be transferred to Perfect Break Caravans upon booking through our payment online or elsewhere should this be negotiated with
- Perfect Break Caravans reserves the right to change this percentage dependant on seasons or current policy.
- 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-\$1500 depending on the individual cost on that vehicle hire.
- Full payment for total hire period is to be paid as displayed on your booking within the specified time which will be at least 7 days before hire.

Toll Charges

6.1 An electronic tag (e-tag) is not fitted to the Vehicle and it is Your responsibility to fit an e-tag to the Vehicle or purchase a day pass for payment of tolls when using the Vehicle on toll roads.

6.2 If You fail to do so and We are required to nominate You as the responsible party. We will charge You an administrative fee ranging from \$5.00 to \$15.00 for each nomination.

Damage Cover

7.1 Standard Damage Cover is included in the Rental Charges. Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for the theft, any Damage or Third Party Loss but You must pay

up to the Damage Excess shown on the Rental Agreement for each Accident or theft unless:

- (a) We agree You were not at fault; and
- (b) the other party was insured and their insurance company accepts liability.

7.2 If We have given Our prior approval for You or any Authorised Driver who is 21 to 24 years of age to drive the Vehicle, an additional Damage Excess applies.

7.3 If You have not authorised Us to charge Your credit card at or before the End of the Rental, the Damage Excess payable under clauses

7.1 and 7.2 will be charged to Your credit card: (a) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;

(b) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and Perfect Break Caravans

(c) for Accidents in which there is also Third Party Loss, after:

- (i) a reasonable estimate of the Third Party Loss has been made;
- (ii) a repairer's estimate or tax invoice verifying the amount charged for Damage has been obtained; and
- (iii) all documents verifying the Third Party Loss and Damage have been sent to You.

7.4 All Accident and theft claims will incur a claims administration fee in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

Damage Cover Exclusions

8.1 There is no Damage Cover, and You and any Authorised Driver are liable for:

(a) Damage or Third Party Loss arising from:

(i) a Major Breach of the Rental Contract; or

(ii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 25 (unless We have given Our prior approval for You or any Authorised Driver who is 21 to 24 years of age to drive the Vehicle) or more than 75 years of age;

(b) Overhead Damage;

(c) Underbody Damage; and

(d) Damage caused by immersion of the Vehicle in water.

(e) 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 Premium 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.

8.2 There is also no Damage Cover for:

(a) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost

keys, keyless start and remote control devices; or

any injury, loss or damage to goods or property carried in the Vehicle and You agree to fully indemnify Us for any

injury, loss or damage that occurs during the Rental Period;

(b) personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the

custody of:

(i) You;

(ii) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;

(iii) any relative, friend or associate of an Authorised Driver; or

(iv) Your employees.

Rental Period, Costs and Charges

9.1 The Rental Agreement shows:

(a) the Rental Period for which You have hired the Vehicle; and

(b) the Rental Charges.

9.2 You must return the Vehicle on the date and by the time shown in the Rental Agreement. If You fail to return the Vehicle, We may terminate the Rental Contract and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.

9.3 If You return the Vehicle earlier than the date shown in the Rental Agreement the daily rate payable may be adjusted as higher daily rates apply to shorter rentals and if the Vehicle is returned to Us early there is no entitlement to a refund.

9.4 If You inform Us that You wish to return the Vehicle to a location other than that stated on the Rental Agreement, We will advise You of the amount of the 'one-way fee' that You will incur. If You do not inform Us in advance, You must pay a 'one-way fee' of up to \$500 on top of the advised fee dependent on distance and time it takes use to recover it back to base. You will also be liable for any Rental Charges until the Vehicle is returned to Us under clause

9.9(b)(i). 9.5 Despite clauses 9.1 and 9.4, You must return the Vehicle to the Rental Location during normal business hours.

9.6 If You return the Vehicle: (a) more than one hour but less than three hours after the date and time set for its return in the Rental Agreement, We will charge You one half day's rental;

(b) three hours or more after the date and time set for its return in the Rental Agreement, We will charge You one full day's rental and a further full day's rental at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to Us; or

(c) at any time outside Our normal business hours the following conditions apply:

(i) You must send a text message of the registration number of the Vehicle and the intended return time to 0413996516 and 0437693777 or the number given to you on pickup of the person doing your return, 20 minutes prior to its return;

(ii) If returning to the owners house or street location given you must park the Vehicle at the given address; (iii) You must lock the Vehicle and take a photograph of the registration plate and send it by text message to 0413996516 to confirm the return of the Vehicle; and (iv) the keys to the Vehicle should be left as directed by Us.

9.7 If You return the Vehicle with less than a full tank of fuel a refuelling charge of \$11 (including GST) plus the cost of the fuel, will apply.

9.8 A daily limit kilometers applies unless You have Our prior written approval to have this limit waived and it is noted on the Rental Agreement. For Commercial Vehicles the daily limit is 1200km maximum Perfect Break Caravans for each day You exceed that limit (calculated over the Rental Period) You will incur an additional fee of twenty cents (20c) per kilometre. There is 2000km free allowance for Campervans, Motor driven vehicles and unlimited for Caravan hires.

9.9 At the End of the Rental You must:

(a) return the Vehicle:

(i) in the same condition it was in at the Start of the Rental, fair wear and tear excepted; and

(ii) with a full tank of fuel;

(b) pay: (i) the balance of the Rental Charges (if any);

(ii) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;

(iii) any costs We incur, including extra cleaning costs under clause 3.5, in reinstating the Vehicle to the same condition it was in at the Start of the Rental, fair wear and tear excluded;

(iv) for all Damage arising from a Major Breach of the Rental Contract;

(v) for all Overhead Damage;

(vi) for all Underbody Damage; and

(vii) for any Damage caused by the immersion of the Vehicle in water.

9.10 Credit card authority If any amount is due to Us, including the Damage Excess payable under clauses 7.1 and 7.2, or remains unpaid You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

9.11 Interest on outstanding amounts Amounts owing to Us pursuant to clause

9.9(b) accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental. 9.12

Default in payment If You default in the payment of any moneys owed to Us under the Rental Contract, You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

9.13 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.

Cancellation

10.1 If You cancel Your booking the booking deposit of \$100 is forfeited.

10.2 In addition, if: See previous cancellation costs at 5.2

Also

(a) Your booking is cancelled within 24 hours prior to the Start of the Rental; or (b) You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Vehicle, You will also be charged the

Rental Charges for the Rental Period as booked unless We are able to rent the Vehicle to another renter for an equivalent term and rate. 10.3 A cancellation is not effective until acknowledged and **confirmed** by Us.

11 Accidents or Breakdowns

11.1 We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur. Twenty four hour roadside assistance is provided free of charge for breakdowns on campervans only (but not for Accidents) and if the Vehicle breaks down during the Rental Period You must contact NRMA on the number on the window supplied with the Vehicle to arrange assistance. They will recover and repair the Vehicle as soon as possible but if it cannot be repaired refunds or credits will be offered depending on the situation. If possible we will use Our best endeavors to provide a replacement Vehicle where one is available.

11.2 We are also not responsible for:

- (a) Damage as a result of use of the incorrect fuel type;
- (b) a flat battery because the lights or entertainment system have been left on;
- (c) tyre changing;
- (d) lost keys or remote control device; or
- (e) keys or remote control device locked in the Vehicle. Extra charges will apply if any of these services are provided at Your request.

11.3 Subject to the Australian Consumer Law, We are not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) loss of enjoyment; or
- (d) consequential or economic loss.

12 Accident Reporting

12.1 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You must report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form. Perfect Break Caravans

12.2 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:

- (a) any person is injured;
- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- (c) the other party appears to be under the influence of drugs or alcohol, You or the Authorised Driver must also report the theft or Accident to the Police.

12.3 If You or an Authorised Driver has an Accident You and the Authorised Driver must:

- (a) exchange names and addresses, telephone numbers and email addresses with the other driver; (b) take the registration numbers of all vehicles involved;
- (c) take as many photos as is reasonable showing:

- (i) the position of the Vehicles before they are moved for towing or salvage;
- (ii) the Damage to the Vehicle;
- (iii) the damage to any third party vehicle or property; and
- (iv) the general area where the Accident occurred, including any road or traffic signs;
- (d) obtain the names, addresses and phone numbers of all witnesses;
- (e) not: (i) make any admission of fault;
- (ii) promise to pay the other party's claim; or
- (iii) release the other party from any liability;
- (f) forward all third party correspondence or court documents to Us within 7 days of receipt; and
- (g) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending: (i) Our lawyer's office; or (ii) any Court hearing.

13. Consequences of a major breach of a rental contract

13.1 If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
- (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, including the Crimes Act 1958 (NSW) or the Road Safety Act 1968 (NSW) has occurred, You and any Authorised Driver:
 - (i) have no Damage Cover;
 - (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
 - (iii) are liable for and must pay any additional costs or expenses We incur as a direct consequence.

13.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of clause 13.1 has occurred.

14 Privacy

14.1 We are committed to complying with the Australian Privacy Principles.

14.2 When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You especially mobile phone numbers and emails.

14.3 We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

14.4 We may fit a GPS Tracking Device to the Vehicle to enable Us to track the Vehicle when it is out of Our possession. When You sign the Rental Agreement You are authorising Us to use the GPS Tracking Device to track the Vehicle until it is returned to Us.

15 Personal Properties Security Act 2009 (PPSA)

15.1 The following terms have their respective meanings in the PPSA: 'financing statement', 'interested person', 'register', 'proceeds', 'security agreement' and 'security interest'.

15.2 You acknowledge that:

- (a) by renting the Vehicle from Us, You may be granting a security interest in the Vehicle (and any proceeds) to Us, and that this Rental Contract may constitute a security agreement;
- (b) any security interest arising under this Rental Contract attaches to the Vehicle when You obtain possession of the Vehicle and not at any other time; and
- (c) We may perfect its security interest by lodging a financing statement on the PPS Register.

15.3 We do not need to give You any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded. Perfect Break Caravans

15.4 You must do anything We reasonably required to enable Us to register Our security interest, with the priority it requires, and to maintain the registration.

16 Definitions

Accident means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; or
- (c) a weather event, including hail Damage, that results in Damage or Third Party Loss.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

Commercial Vehicle means a Vehicle that is a van, utility, truck, Mini-bus or bus that is constructed and used for the carriage of goods or property or the transport of passengers. Damage means:

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees;
- (d) claims administration fee; and
- (e) Loss of Use, and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.

Damage Excess means the amount, including GST, up to which You must pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

End of the Rental means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

GPS Tracking Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed and fuel levels.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach of any of clauses, 2.1, 2.2, 2.3, 2.5, 3.1, 3.2, 3.3, 3.4, 3.6, 4.1, 4.2, 4.3, 5.7, 5.8, 5.9, 5.10, or 5.12, that causes Damage, theft of the Vehicle or Third Party Loss or a breach of clause 12 that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

Off Road means any area that is neither a sealed or an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means: (a) Damage at or above the level of the top of the front windscreen of the Vehicle; (b) Damage to any part of the Pantech or box section of a commercial Vehicle that is used for the carriage of goods or passengers; or

(c) Third Party Loss, caused by:

(i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;

(ii) objects being placed on the roof of the Vehicle; or

(iii) You or any person standing or sitting on the roof of the Vehicle. Rental Charges means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Location means the location from which the Vehicle is rented, as shown on the Rental Agreement.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

Security Bond means the amount We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental. If You are paying by credit or debit card the amount held is based on the vehicle hired and these amounts are refundable subject to clause

5.3. Start of the Rental means the date and time that the rental commences as shown in the Rental

Agreement. Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income. Perfect Break Caravans

Addons- Mean anything you have booked as an extra to be included in the booking. This could be things like: Gas bottles full, Solar Blankets, Amphibian power adaptors, Portable extra fridges, deliveries and pickups etc. These can be seen on booking.

Underbody Damage means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

Unsealed Road means a road, other than a road that is undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete. Vehicle means the Vehicle described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit.

We, Us, Our, means Perfect Break Caravans trading as Perfect Break Caravans [ABN-54530743517](https://abn.gov.au/abn/54530743517).

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Us and whose name is shown in the Rental Agreement.