

Echuca - Moama

CAMPER TRAILER HIRE

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HIRE CONDITIONS:

The Hirer agrees to the following conditions at the time of booking.

1. The full amount of the hire fees must be paid at the time of initial booking. The booking is only confirmed when the full amount of the hire fees have been received by Echuca Moama Camper Trailer Hire [hereafter known as EMCTH]
2. Payment of the total hire bond [\$500] is to be made in full at or before the time of pickup, by the way of bank cheque, cash or credit card details.
3. Notice of cancellation of the hire must be received by EMCTH at least 30 days before the hire term is due to commence, in which case the full amount of the prepaid hire fees will be refunded to the Hirer. Less than 30 days notice of cancellation will result in the full amount of the hire fees being retained by EMCTH.
4. The hire bond will only be refunded after all equipment has been returned and inspected by EMCTH. The cost to repair any damage or loss of equipment will be charged to the Hirer. The hire bond will be held for seven days, following the return of the camper trailer. The hire bond, less any outstanding costs or charges, if applicable will be refunded to the Hirer by way of cash, cheque, or direct bank deposit.
5. The hire term only finishes when all the equipment has been returned to EMCTH in the condition in which it left at the start of the hire term. If the camper trailer, or any equipment requires cleaning, a cleaning fee will be charged to the Hirer at EMCTH sole discretion.
6. The Hirer must be at least 25 years of age at the commencement of the hire term, and hold a full drivers licence. The Hirer's drivers licence must be sighted by EMCTH at the time of pick up.
7. All equipment is to be returned on or before the agreed date and time. Late fees will be charged, unless the late return is by prior arrangement with EMCTH.

Conditions of Hire

1. The Hirer agrees to all details as described in the hire agreement and becomes responsible for costs and charges as listed.
2. EMCTH agrees to provide a camper trailer of the Hirer's choice, or a camper trailer of similar qualities should one not be available at time of hire.
3. EMCTH does not warrant the fitness of the equipment to perform any particular function or job.
4. The Hirer shall, at all times, use the equipment in accordance with all laws and government regulations pertaining to the use of the equipment, and in a proper manner.
5. The Hirer shall not alter, add to, or deface any parts of the camper trailer, or equipment.
6. The Hirer warrants that he/she is fully aware of the correct procedures for the use of the equipment supplied and that he/she is satisfied that the equipment is adequate for its intended use.
7. The hire term will commence from the commencement date and time shown in the hire agreement. The hire term will cease upon all of the equipment being returned to EMCTH, unless the equipment is lost or damaged beyond repair. In that event, the hire term will only cease when the Hirer pays EMCTH for the value of such loss or damaged equipment.
8. The Hirer agrees to return all equipment and accessories as listed in the hire agreement, or to pay EMCTH for the replacement cost of same.
9. The Hirer agrees to return the equipment on or before the return date and times set out in the hire agreement. The Hirer also agrees to return the equipment sooner at EMCTH's request. The Hirer acknowledges that EMCTH will not refund any money whatsoever if the Hirer elects at his/her own discretion and for whatever reason (e.g poor weather) to return the equipment prior to the return date and times set out in the hire agreement.
10. The camper trailer and all ancillary equipment and accessories, is to be returned in clean and good order. If the equipment is returned excessively dirty, or the canvas heavily soiled, either of which requires extra cleaning then a cleaning fee will apply at EMCTH's sole discretion.
11. Late returns will be charged at the normal daily hire rate separate and above of any retrieval costs incurred. If a late return is due to the failure of the equipment en-route, costs listed under these conditions may be waived provided EMCTH is notified immediately and proof of such failure is provided.
12. If camper is returned damaged in any way, the cost of repairs will be deducted from the bond. If damage is greater than the bond amount, the Hirer is liable for any such costs including the replacement cost of entire camper if damaged beyond repair or stolen.
13. The costs to repair tyre punctures or damage to the camper trailers suspension occurring during the hire term are the responsibility of the Hirer. If the camper trailer is returned with such damage the cost of repairs will be deducted from the hire bond.
14. Damage to the Hirer's towing vehicle, regardless of the cause occurring during the hire term is at the Hirer's risk.
15. In the event of theft EMCTH is under no obligation to provide the Hirer with replacement equipment.

16. The Hirer will be responsible for all costs of retrieval of equipment incurred by EMCTH caused by the Hirer's non return of the equipment to the place of hire, as listed in the hire agreement.
17. The cost of repair of any wilful, negligent or malicious loss, or damage to the equipment caused by the Hirer or other person/s using the equipment with the Hirer's consent, occurring during the hire term is the responsibility of the Hirer. These costs will be deducted from the hire bond. The Hirer also agrees to pay EMCTH any costs of such damage which are in excess of the hire bond already paid, plus any costs incurred by way of process to recover these moneys. The cost of repairs to the canvas which are not considered "fair wear and tear," also apply under this clause.
18. Under no circumstances shall any third party be engaged, or act on behalf of the Hirer for the purpose of repairs unless specifically authorised in writing by EMCTH.
19. The hire bond will be applied to cover any charges/costs owing to EMCTH. However, if these costs or charges are of greater value of the hire bond already paid, EMCTH reserves the right to collect from the Hirer the balance owing, plus any costs incurred in the process of collection of this amount.
20. EMCTH will suffer no claim from the Hirer for reimbursement for accommodation, fees, loss of deposits or any extra and sundry costs involved due to the failure of one of our campers, either through accidental damage, mechanical breakdown or such similar event during the hire term.
21. EMCTH will suffer no claim from the Hirer for reimbursement or compensation relating to use of supplied equipment, regardless of whether this is due to misuse or abusive treatment or non performance of the equipment during the hirer term.
22. The Hirer will be responsible for all freight and other charges in addition to any hire fees.
23. EMCTH bears no responsibility for any injuries resulting from the use/misuse of any hire equipment, or failure of such equipment, supplied to the Hirer. The Hirer will be responsible for all medical and transportation expenses as a result of such injuries.
24. The camper trailer must not be used:
 - a. On any unsealed road [being a road not sealed with a hard material such as tar, bitumen or concrete] unless the road is graded unsealed roads. No vehicle may be used on off road conditions. Off road conditions include but not limited to fire trails, beaches, sand tracks, fields or paddocks.
 - b. To carry persons for hire or reward or to carry any inflammable, explosive or corrosive materials.
 - c. To be towed by a vehicle if it is in excess of the towing capacity of the vehicle.
 - d. To carry any greater load, number of persons or for use in a manner or for a purpose for which the trailer was not designed and constructed.
 - e. To carry any animal or pet.
 - f. For racing, testing time trials or for any other purpose other than that for which the trailer was constructed.
 - g. In contravention of any criminal legislation, any legislation involving a penalty, or for any illegal purpose whatsoever.

25. EMCTH prohibits any person or persons from smoking within the confines of the camper trailer.
26. EMCTH prohibits the Hirer from taking any of our camper trailers across the Simpson Desert, ie, between Dalhousie Springs and Birdsville. The Hirer agrees to these Terms And Conditions.