



## **Getaway Caravan Hire**

### **Rental Rates, Terms & Conditions**

#### ***Definition***

Customer/ the customer – YOU  
Getaway Caravan Hire / GCH - US

#### ***Hire period and rate details***

All hire rates include G.S.T and Insurance. Caravans and Camper Trailers are hired on a **per day** basis. Please refer to the enclosed **Rates and Dates** flyer for current hire rates, minimum hire terms and applicable Peak and Off Peak periods. No refunds will be given for early returns. Late returns will be charged at a rate of \$200 per day and/ or loss of bond unless prior arrangement has been made with GCH.

#### ***Deposits/ Payments***

A deposit of 25% of the total hire cost or \$250, whichever is greater, will confirm a booking. The balance is to be settled on or before the day of departure. We accept cash or direct credit to our Bank Account (original Bank receipt to be provided). Cheques will be accepted if received 10 working days prior to the start of the hire period. If the hire is cancelled more than 28 days before the departure date the deposit will be fully refunded. If hire is cancelled 27 days or less before departure the deposit will be forfeited. However if a suitable alternate date is agreed upon within 12 Months of the original hire period the deposit may be transferred to the new GCH booking.

#### ***Bond***

A bond payment of \$700 is to be paid on or before the collection date. The bond payment will be held by Getaway Caravan Hire to cover any insurance excess in the unlikely event we are required to lodge a claim for damage. It will also cover the correction of any un-claimable minor damage, excess cleaning deemed by us to be required, outstanding expiation notices, damage or loss to any loaned equipment, refueling of gas bottles.

The Bond will be held for a period of up to 21 days after the end of the hire period.

### ***Damage during Hire Period***

The customer is liable for any damage caused, outside of reasonable wear and tear, to the caravan or Camper Trailer whilst on hire. If required any costs will be deducted from the customer's security bond. Tyres blown, shredded or punctured are to be replaced with tyres of the same load and speed rating prior to the return of the caravan, at the hirer's cost.

#### **Retread or recap tyres are not permitted.**

Vinyl flooring is easily damaged. Extra care must be taken when storing items on the floor of the caravan to prevent sliding or tilting which may cause damage to the floor and/ or interior surfaces.

Any minor faulty or broken items, globes and the like can be repaired or replaced in transit up to a value of \$100 without reference to GCH. Please keep receipts and present on your return for a refund.

The customer is liable for repair or replacement for damage caused by, but not limited to, trees, unknown third parties, and/ or the customer acting in a negligent or malicious manner.

### ***Accidents and Breakdowns***

In the event of any breakdown or accident the customer must notify Getaway Caravan Hire as soon as possible. It is the customer's responsibility to get the caravan to a safe place whilst relevant repairs are carried out. It is the customer's responsibility to notify of any accident or incident, including theft, to the Police and to obtain a full report. In the event of an accident involving another vehicle it is the customer's responsibility to obtain their full details including: Make and model of any vehicle, registration number, drivers name, drivers address, driver's phone number, and details of any witnesses. Failure to report any relevant accident or incident may result in an un-insurable event in which case the customer agrees to cover all relevant repair costs.

### ***Pets***

Pets are not permitted inside any GCH Caravans or Camper Trailers.

### ***Smoking***

Smoking is not permitted inside the Caravans or Camper Trailers.

### ***Cleaning***

The Caravan or Camper Trailer is to be returned in a clean condition (as when collected) with the fridge emptied, cleaned and defrosted. If any excessive extra cleaning is required GCH reserves the right to deduct any costs from the Bond. Excessive extra cleaning will be charged at \$30 per hour with a minimum of 2 hours.

### ***Personal Items***

GCH accepts no responsibility for the customer's personal effects. Our insurance policy does not provide cover for customers' personal items. We recommend that customer's provide his or her own insurance cover for these.

### ***Toll Fees / Traffic Infringements***

The customer is liable for any traffic infringements or road toll fees incurred during the rental period. Should GCH be required to process a Statutory Declaration in relation to any non-payment, a processing fee of up to \$100 will be charged.

### ***Restricted Areas***

Our Caravans and Camper Trailers are not permitted to be driven in "off road" conditions. They must only be driven on designated sealed roads. Sealed meaning roads covered with hard smooth material such as bitumen, tar or concrete. Exception is given to reasonable access roads to recognized camping grounds or National Parks. Caravans and Camper Trailers are not to be driven through swollen creeks or rivers. Damage caused by a failure to adhere to this policy will void any insurance claim and any repair cost will be borne by the customer.

### ***Annexes***

Retractable annexes are not insurable. Total responsibility for any damage to the annexe lies with the customer. Any repair or replacement outside of the value of the bond is to be met by the customer.

### ***Driver Qualifications***

The customer and/or the driver must be over the age of 25 and hold a full-unrestricted Australian issued drivers license. The customer and/ or drivers' towing vehicle must be covered by a full comprehensive insurance policy. The customer and/ or drivers' towing vehicle must be registered in accordance with State laws. The customer and/or driver agree not to tow the caravan whilst under the influence of alcohol or drugs. The customer and/or driver agree to obey all State and Federal road laws while towing the caravan. The driver shall be liable for any damage or costs associated with disobeying these laws.

### ***Loading and Vehicle Compatibility***

The towing vehicle must be legally roadworthy and registered. Vehicle and tow bar specifications vary between manufacturers. Tow ball and loading weights information is provided in the vehicles handbook. Please compare these details with the information provided on our website. We cannot hire to the owner of a vehicle that does not comply with these tow ratings. GCH can assist with loading techniques however the ultimate responsibility rests with the customer. Stabilizer bars and mirror extenders will be provided by GCH at no additional cost. On collection, please ensure that the tow ball is clear of obstruction to allow stabilizers to be fitted.

### **Braking System**

Our caravans have electric brakes fitted. It is the customer's responsibility to have an electric braking system fitted to their tow vehicle. All caravans and camper trailers have a flat twelve-pin plug. We can provide adaptors if required.

### **Indemnity**

The Customer releases Getaway Caravan Hire, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the Caravan or Camper Trailer. The Customer hereby indemnifies and shall keep indemnified Getaway Caravan Hire, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customers use and/or possession of the caravan or Camper Trailer. *...and without limiting the foregoing, the Customer shall indemnify the GCH for:*

- *Any loss or damage to the Caravan / Camper Trailer that is not recoverable under any insurance policy or due to any act, omission or breach of these Terms and Conditions by You or any other individual operating, using or occupying the Caravan / Camper Trailer.*
- *Injury or death of any person arising in the course of operation, use or occupation of the Caravan / Camper Trailer.*
- *Property damage arising from or incidental to the operation, use or occupation of the Caravan / Camper Trailer.*

*Nothing contained in these Terms and Conditions shall exclude any express or implied conditions, warranties or requirements that cannot be so excluded under the Competition and Consumer Act 2010 (Cth) or any other applicable corresponding State legislation.*

### **Termination of this Agreement**

The Customer acknowledges that GCH may refuse any rental, terminate this Agreement and/or repossess the caravan (and for that purpose enter upon any premises and remove the caravan) at any time, without notification to the Customer, and that the Customer will pay the reasonable costs of repossessing the Caravan or Camper Trailer, including towing charges if:

1. The Customer is in breach of any material term of this Agreement;
2. The Customer has obtained the caravan through fraud or misrepresentation;
3. The caravan appears to be abandoned;
4. The caravan is not returned on the agreed return date or GCH reasonably believe that the caravan will not be returned on the agreed return date; or
5. GCH considers, on reasonable grounds, that the safety of the passengers or the condition of the caravan is endangered.

***Additional Terms***

The Terms and Conditions (and Rental Rates if not mentioned anywhere else) are subject to change without notice.

The laws of South Australia govern these Terms and Conditions.

The customer will not agree, offer or purport to sell, assign, sub-lease, lend, pledge, mortgage, hire or otherwise allow the Caravan / Camper Trailer out of the customer's personal possession.

The customer warrants that all information supplied by the customer is true and accurate.