

EAST COAST 4X4 CAMPERS

Hire Agreement

As of September 2023

1. OUR AGREEMENT

1. **East Coast 4x4 Campers** is the proprietor of the vehicle and included camping equipment from here on known as “**EC4 Campers**” listed in the schedule to this Agreement.
2. The hirer will hire the **EC4 Camper** specified in the schedule from **East Coast 4x4 Campers** upon the terms and conditions in this Agreement.

2. HIRE OF EC4 CAMPERS

1. The hirer is entitled to use the EC4 Campers, for the hire period listed within the schedule and for any agreed extension of the period.
2. The hirer agrees to return the EC4 Campers to the agreed location on or before the end of the hire period as outlined in the schedule. **Late return charges apply.**
3. East Coast 4x4 Campers **will not refund** any hire charge if the hirer elects to return the EC4 Camper prior to the end of the hire period, regardless of reason.
4. You acknowledge all EC4 Campers are **fitted with front and rear cameras, as well as GPS tracking.** You allow us to store this data, and review this data in case of an accident, any damage or loss, or breach of contract.

3. PAYMENT FOR RENTAL

1. EC4 requires a 10% deposit upon agreement of hire.
2. An additional payment of **50%** is required **on or before 3 months of the date of hire.**
3. To finalise your booking the total sum of hire is to be **paid in full, one week before scheduled pickup date**
4. Once you have paid your deposit, if you decide to cancel your booking any previous payments are non refundable. However if you choose to move your booking to a different date your previous payment still stands.
5. A **security bond of \$1,500** is taken at the time of departure to cover insurance excess. This amount is returned to you once the camper is returned and no damage is evident. If any intentional or reckless damages are caused to the car or camper that exceed \$1,500 you will be charged an additional amount to cover the full cost of any repairs or replacements of property. If the cost of repairs or replacement is under and/or covered by the bond, you will be refunded the remaining balance. **A copy of your debit or credit card details must be provided before departing.**

4. CANCELLATION POLICY

1. Cancellation of the initial 10% deposit will incur a **\$50 administration fee**.
2. Cancellation of your booking after paying the 50% deposit, within 3 months from pickup of vehicle is non refundable.
3. Cancellation of your booking after paying 100% within 7 days of pickup is non refundable.
4. All attempts will be made to **rehire the vehicle, and if so your deposits will be repurposed**.

5. DRIVERS LICENSE AND AGE RESTRICTIONS

1. All drivers of the EC4 Campers must be **over 25 years of age** to be listed as a driver of the vehicle.
2. You must hold a current, full, non-probationary motor vehicle licence
3. If you are an international customer and hold a driver's licence in another country, you acknowledge that laws and driving regulations may differ in each state and territory in Australia. This outlining it is your responsibility to carry an **international drivers licence** and any other necessary documents required.
4. **A copy of your driver's license will be required** at the time of departure. Any fines during your hire period will be reissued to your name.

6. CAMPER USE AND OPERATION

1. EC4 Campers are only to be **used for recreational purposes** and to carry only the people listed on the contract. No animals, registered assistance dogs allowed.
2. EC4 Camper will have a full tank of fuel when you pick up, **please ensure the tank is full** when returned or charges will apply.
3. The camper must not be driven if it is in an unsafe condition.
4. You must not allow the camper to be driven:
 - By someone else other than drivers listed on this agreement.
 - On unformed tracks, offroad 4wd'ing, hill climbing, in deep ruts or over big rocks or in deep water above the lower door sills.
 - In a dangerous or reckless manner or in any way that will damage any part of the EC4 Camper.
 - In breach of any state or territory law or by anyone under the influence of illicit drugs or with a blood alcohol level above that permitted by law.
5. **No smoking** in EC4 Campers, this means within the vehicle cab or camping compartment.
6. You must ensure the camper is returned to EC4 Campers **clean of excessive mud, sand, dust or odour**. If the camper returns in an unreasonable condition you will be charged for cleaning.
7. Tolls and traffic offence charges at the time of your booking period will be passed onto you.

7. LOSS, DAMAGE OR BREAKDOWN

1. The hirer will be **responsible for any loss or damage** to EC4 Camper (fair wear and tear excepted) during the hire period.
2. Upon return, EC4 Camper will undergo inspection by our team. Any missing or broken camping accessories or damage to the vehicle, will be deducted from the security bond. Regardless of fault.

3. If there is a breakdown or failure, EC4 Campers must be notified immediately. All attempts will be made to have the camper repaired straight away. Alternate accommodation will be organised if the camper needs to stay overnight in a workshop.

8. IF AN ACCIDENT HAPPENS

1. First, check if anyone is injured, within or out of any vehicle involved, your first obligation is to render assistance to any injured person and have someone call 000 immediately.
2. When safe, **take some photos of the accident and any damage**, the onboard camera will have captured the incident, do not accept blame or insist it of someone else.
3. You are **legally obliged to swap all personal details with the driver of any other vehicles** involved. A picture of their drivers licence will help. Also get the details of any witnesses to the accident.
4. Report the accident to EC4 Campers as soon as possible. We will help with vehicle assessment for drivability and any emergency plans for transport and accommodation. This is not at the expense of EC4 Campers.

9. INSURANCE

1. The owner will maintain current insurance policies in respect of the EC4 Campers to its full insurable value.
2. You acknowledge that **not all damage and or loss is covered by insurance**, whether you are at fault or not.

These include:

- Damage caused by breach of this agreement for hire,
 - The driver has a percentage of alcohol or drugs detected in a breath, blood or urine test in excess of the percentage permitted by law.
 - Any damage caused by your negligent driving, or any overhead or underbody damage
 - While driving where there is a danger of immersion in water.
 - Any intentional damage or damage to any of the camping equipment.
 - Any loss of use, Any loss or damage to personal belongings.
3. Your liability is not limited to the amount of the \$1,500 security bond. In the case of damage where the loss to East Coast 4x4 Campers is greater than the security bond, the hirer will be liable to pay the outstanding amount.

10. REPOSSESSION

You understand that East Coast 4x4 Campers have the right to terminate the rental agreement and repossess the EC4 Camper. You will also be required to pay the reasonable cost of repossessing the EC4 Camper, including towing. You also understand that in the event of a repossession **you are not entitled to a refund of any payment made for your booking.**

We will repossess the EC4 Camper if we reasonably believe that:

1. You are in breach of this contract.
2. We believe that EC4 Camper has been abandoned.
3. The EC4 Camper has not been returned on the scheduled return date. And you have not made a prior agreement to extend your hire period.
4. Damage that has occurred to the EC4 Camper, due to your negligent or intentional actions.

11. INDEMNITY

1. To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period.

12. LIABILITY

1. The hirer will assume all risks and liabilities for and in respect of the EC4 Campers and for all injuries to or deaths of persons and any damage to property however arising from the hirer's possession.

13. NON-MERGER

The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

14. SEVERANCE

If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

15. GOVERNING LAW

1. This agreement is governed by the laws of New South Wales.