

Terms & Conditions of Hire

- 1.1. The hirer or nominated 2nd Driver named in Annexure "A" to this Agreement ("**the Hirer**") by agreeing to make a booking to hire the Camper Trailer, Vehicle and/or Camper Equipment enters into an agreement with Crikey Campers (WA) Pty Ltd (ACN 125 178 092) trading as Crikey Camper Hire ("**Crikey**") whereby the Hirer agrees to the terms and conditions of hire as described below.
- 2. Definitions**
2.1. In this Agreement the following definitions apply:
"Camper Equipment" means:
(a) one or more of the Camper Trailer accessories specified in Annexure "A" to this Agreement; or
(b) any additional camping supplies or equipment specified in Annexure "A" to this Agreement.
"Camper Trailer" means either:
(a) the Camprite 4x4 "Off Road" Camper Trailer as specified in Annexure "A" to this Agreement; or
(b) the Jayco Eagle "On Road" Camper Trailer as specified in Annexure "A" to this Agreement; or
(c) the Coromal Pioneer Camper Trailer as specified in Annexure "A" to this Agreement.
"Vehicle" means:
(a) the registered motor vehicle outlined in Annexure "A" to this agreement
- 2.2. Generally, in this Agreement the singular includes plural.
- 2.3. Any monetary amounts shown in this Agreement are Australian Dollars (\$AUD).
- 3. The Hirer - Identification, Licence & Age Requirement**
3.1. The Hirer warrants he or she is 25 years or older as at the date of signing this Agreement.
3.2. Only the Hirer or nominated 2nd Driver as specified in Annexure "A" to this agreement is permitted to drive the vehicle or a vehicle towing the Camper Trailer.
3.3. The Hirer must have a valid Australian driver's license or a valid International driver's license as at the date of signing this Agreement and such license must remain valid throughout the term of the hire period as specified in this Agreement. The Hirer must not be the holder of a restricted, learner's or provisional driver's license.
3.4. At the date of signing this Agreement, Crikey requires the Hirer to produce two (2) forms of identification, one showing the Hirer's photograph and the Hirer's current residential address (eg. driver's license or passport).
- 4. Bookings and Booking Deposits**
4.1. A booking deposit of \$300, or 50% of the hire fee where the total hire fee is less than \$300, is payable within fourteen days of any booking made with a Crikey representative in order to confirm the booking.
4.2. Crikey reserves the right to cancel a booking for the Camper Trailer, Vehicle and/or Camper Equipment if the booking deposit is not received as per this clause.
4.3. The booking deposit will be deducted from the hire charge upon payment of the hire charge.
4.4. Where a booking is cancelled not less than twenty eight (28) days of the commencement of the agreed hire period the deposit will be repaid in full.
4.5. Where a booking is cancelled within twenty eight (28) days of the commencement of the agreed hire period but not less than fourteen (14) days prior to the commencement of the agreed hire period, fifty percent (50%) of the deposit will be refunded.
4.6. Where a booking is cancelled less than fourteen (14) days prior to the commencement of the agreed hire period, the deposit will not be refunded.
- 5. Hire Period**
5.1. Times for the collection and return of the Camper Trailer, Vehicle and/or Camper Equipment are to be agreed to between the Hirer and Crikey prior to the commencement of the hire period.
5.2. For the purposes of this Agreement, the hire period commences and ends on the dates set out in Annexure "A" to this Agreement.
5.3. Unless by mutual agreement, pickup and returns must be done between 9:00am and 5:00pm Monday to Friday and 9:00am to 4:00pm on Saturday.
- 6. Late Returns**
6.1. Where the Camper Trailer, Vehicle and/or Camper Equipment is not returned by 5:00pm on the last calendar day in the hire period, the Hirer agrees to pay an additional daily rate.
- 7. Early Returns**
7.1. There are no refunds, partial or otherwise, and no future credit accrued as a result of early return of the Camper Trailer, Vehicle and/or Camper Equipment.
- 8. Hire Fees**
8.1. The hire fees applicable to the Camper Trailer, Vehicle and/or Camper Equipment are specified in Annexure "A" to this Agreement.
- 9. Security Bond**
9.1. A security bond ("**Security Bond**") is required upon collection of the Camper Trailer and/or Vehicle by the Hirer.
9.2. The Security Bond required upon collection is specified in Annexure "A" to this Agreement.
9.3. The Security Bond is fully refundable within seven (7) working days at completion of the hire period provided the Camper Trailer, Vehicle and/or Camper Equipment is returned in the same condition, on time, undamaged. LPG Bottles and/or Vehicle Fuel should be returned full. If Crikey is required to fill LPG bottles the "at Cost" amount will be deducted from the Security Bond.
9.4. However, should further cleaning or repair work be required, then an additional cost will apply and the Security Bond will be retained until such time as this cleaning or repair work has been completed. The Security Bond will be refunded within seven (7) days of the completion of this work.
9.5. Crikey reserves the right to deduct any late return payments from the Security Bond.
9.6. In the event of an accident requiring claim against Crikey's insurance, the Security Bond is forfeited in total.
9.7. The hirer accepts full responsibility that in the event that Crikey is required commence recovery proceedings in order to make a claim against the security bond, that these charges will be in addition to the outstanding security bond claim and become the sole responsibility of the hirer.
- 10. Vehicle Condition and Place of Return**
10.1. The Hirer agrees to return the Camper Trailer, Vehicle and/or Camper Equipment in the same condition (except for normal "wear and tear" and NOT INCLUDING TYRE DAMAGE). Unless by mutual agreement, the Camper Trailer Vehicle and/or Camper Equipment will be returned to the place where it was supplied.
- 11. Travel Restrictions**
11.1. Crikey reserves the right at its sole discretion to restrict Camper Trailer and/ or vehicle movements in certain areas due to adverse road or weather conditions and the distance to nominated destinations in relation to the length of hire period.
11.2. The Jayco 'On Road' Camper Trailer is to be driven at all times on sealed/bitumen roads.
11.3. The Camprite 4 x 4 Camper Trailer can be driven on recognised tracks but shall not be taken to restricted areas as defined by Crikey. Restricted areas consist of Simpson Desert, Canning Stock Route, travel on any areas deemed impassable by Crikey or local authorities (as signposted) or into cyclone affected areas.
11.4. The Coromal Pioneer Camper Trailer can be driven on graded dirt or gravel tracks of a width no less than 4.0m and where vegetation does not come in contact with the Camper Trailer.
11.5. Hire Vehicles can be driven on recognised tracks but shall not be taken to restricted areas as defined by Crikey. Restricted areas consist of Simpson Desert, Canning Stock Route, travel on any areas deemed impassable by Crikey or local authorities (as signposted) or into cyclone affected areas.
11.6. No Camper Trailer and/ or vehicle can be driven on a beach, below the high tide mark or subjected to salt water at any time. No Camper Trailer and/ or vehicle can be immersed in fresh water exceeding a fording depth equal to 70cm.
11.7. Should the Hirer not adhere to the stipulated travel restrictions, Crikey retains the right to charge the Hirer with all costs relating to damages and recovery costs of the Camper Trailer and/ or vehicle as well as the right to retain the Security Bond in full for breach of this Agreement.
11.8. The Hirer acknowledges that fleet management systems, electronic or otherwise may be used to confirm the Hire Vehicles location and/or travel route at any time during the hire period.
- 12. Towing Vehicle**
12.1. The Hirer must have full comprehensive insurance for the towing vehicle and must not have been refused any motor vehicle insurance.
- 12.2. Where applicable the towing vehicle must use the Camper Trailer braking mechanisms supplied by Crikey Camper Hire.
12.3. The towing vehicle must remain within the legal Gross Vehicle Mass (GVM) and specified legal towing capacity at all times as stipulated by manufacturers specifications and regulatory authorities.
12.4. The Hirer must observe the maximum West Australian legal speed of a towing vehicle of 100 kilometres per hour or as stipulated by state/ territory legislation.
12.5. The Hirer must ensure that all indicator, brake and clearance lights are operational throughout the hire period and must rectify any fault prior to traveling on gazetted road.
12.6. Crikey requires Hirers of the Camprite 4 x 4 and Coromal Pioneer Camper Trailers to use a specified Treg coupling to be supplied for the period of hire by Crikey.
- 13. Further Warranties and Acknowledgements by the Hirer**
13.1. The Hirer warrants that during the hire period the Camper Trailer, Vehicle and/or Camper Equipment will:
(a) be used or operated in a cautious, prudent and normal manner;
(b) not be used or operated by a person under the influence of alcohol or drugs or with a blood alcohol limit in excess of that permitted by law
(c) not be used to carry volatile liquids, gases, explosives or other corrosive or inflammable material except within its designed capabilities.
13.2. The Hirer acknowledges Crikey may take possession of the Camper Trailer, Vehicle and/or Camper Equipment at any time without prior demand and at the Hirer's expense if the Camper Trailer is illegally parked, the Camper Trailer, Vehicle and/or Camper Equipment is used in violation of the law or otherwise in breach of this Agreement or if the Camper Trailer and/or Camper Equipment is apparently abandoned.
13.3. The Hirer is not permitted to sub lease or lend the Camper Trailer, Vehicle and/or Camper Equipment to any other persons not a party to this Agreement.
13.4. The Hirer is not permitted to take the Camper Trailer, Vehicle and/or Camper Equipment outside Australia.
13.5. The Hirer understands and agrees that Crikey shall not be liable for any expenditure, damage, loss or inconvenience incurred by the Hirer arising out of any breakdown to the Camper Trailer, Vehicle and/or Camper Equipment whether caused by fair wear and tear or any reason whatsoever during the period of this Hire Agreement. This includes costs such as accommodation, meals, flights, car hire, phone calls, or any other costs incurred by the Hirer.
13.6. All damages sustained to the Camper Trailer, Vehicle and/or Camper Equipment during the hire period shall become the sole responsibility of the Hirer for repairs to be undertaken to a condition at least equal to the condition of the Camper Trailer, Vehicle and/or Camper Equipment as existed prior to the damage and/or theft event occurring. All repairs are to be undertaken only as authorised by Crikey using qualified service personnel nominated by Crikey. All costs for repairs or replacement required shall be paid for by the Hirer. Under no circumstances shall any third party be engaged, or act on behalf of the Hirer for the purpose of any repairs or replacement of the Camper Trailer, Vehicle and/or Camper Equipment, unless specifically authorised by Crikey. Any tyre repair or replacement is the responsibility of the Hirer. Tyres used for replacement must be of the approved type, brand and size as nominated by Crikey.
13.7. The Hirer understands and agrees that Crikey is not accountable for any damage or costs incurred to the Hirer as a result of damage to any towing vehicle.
- 14. Modification or Alteration of Camper Trailer**
14.1. No article whatsoever is to be tied or carried on the roof of a Camper Trailer and/or, Vehicle at any time during the hire period. Failure to adhere to this clause will forfeit the total Security Bond.
14.2. Where fitted no article whatsoever is to be tied or carried on the Spare Tyre of a Camper Trailer and/ or Vehicle at any time during the hire period. Failure to adhere to this clause will forfeit the total Security bond
14.3. The Camper Trailer, Vehicle and/or Camper Equipment is not to be tampered with or altered in any way.
14.4. No substitution of any item of (or included in) the Camper Trailer, Vehicle and/or Camper Equipment is to be made.
14.5. The cost of any missing, broken, lost or substituted items will be deducted from the Security Bond.
- 15. Insurance & Excess**
15.1. The Hirer accepts full responsibility for the care and security of the Camper Trailer, Vehicle and/or Camper Equipment at all times.
15.2. In the event of an accident, an insurance excess amount is payable in full by the Hirer for damage, repairs or replacement.
15.3. In relation to the hire of a Camper Trailer, a \$1,000.00 excess is payable by the Hirer in the event of accident.
15.4. In relation to the hire of a Vehicle, a \$4,000.00 excess is payable by the Hirer in the event of accident.
15.5. In relation to the hire of Camper Equipment, a \$250.00 excess is payable by the Hirer in the event of accident.
15.6. Recovery of excess payable in the instance of a "no fault" accident is the responsibility of the Hirer.
- 16. Payment**
16.1. Crikey accepts payments by cash, credit card,(Visa, MasterCard) bank cheque, money order and direct deposit and will provide bank details upon request.
16.2. Payments made by credit card attract a 3% surcharge to be added onto the hire fee as specified in Annexure "A" to this Agreement.
- 17. Repairs, Breakdown**
17.1. In the event of a breakdown or malfunction of the Camper Trailer, Vehicle and/or Camper Equipment, Crikey must be notified as soon as practically possible.
17.2. In the event of a breakdown or malfunction of the Camper Trailer, Vehicle and/or Camper Equipment, the Hirer is responsible for the security and care of the Camper Trailer, Vehicle and/or Camper Equipment.
- 18. Care & Cleaning of Equipment**
18.1. The Camper Trailer, Vehicle and/or Camper Equipment is to be returned in a clean condition to the satisfaction of Crikey. If the Camper Trailer, Vehicle and/or Camper Equipment is not cleaned to Crikey's satisfaction, Crikey reserves the right to deduct a cleaning fee from the Security Bond.
18.2. All conditions and instructions supplied by Crikey and/or attached to the Camper Trailer, Vehicle and/or Camper Equipment are to be adhered to. These may include, but are not limited to:
(a) no smoking is allowed in the Camper Trailer or Vehicle;
(b) no pets are permitted in the Camper Trailer or Vehicle;
(c) no electronic or gas heaters are to be used inside the Camper Trailer or Vehicle;
(d) no aerosol cans are to be used inside the Camper Trailer or Vehicle;
(e) no detergents are to be used to clean canvas items. Marks on the canvas are to be wiped off with a cloth and water only. (No cleaning chemicals are to be used on the canvas as this may damage the waterproofing properties of the canvas);
(f) no severe scrubbing or high pressure hose is to be used on the Camper Trailer, Vehicle and/or Camper Equipment;
(g) no abrasive cleaners or clothes/sponges are to be used on any of the finishes of the Camper Trailer Vehicle and/or Camper Equipment.
- 19. Accident, Damages & Liability**
19.1. The Hirer must make a report to Police regarding any accident involving the Camper Trailer; or vehicle malicious damage caused to the Camper Trailer, vehicle and/or Camper Equipment; theft of the Camper Trailer, vehicle and/or the Camper Equipment.
19.2. In the event of an accident involving another vehicle the Hirer is required to obtain the registration, make, model & colour of the other vehicle, the name, address and driver's license details of the other party involved and the name and address of any witness and forward these details to the Police and Crikey.
19.3. The Hirer indemnifies Crikey against all damage to persons and property in relation to the Hirer's use and control of the Camper Trailer and/or Camper Equipment.
- 20. Pricing & Vehicle Specification**
20.1. Prices and specifications are subject to change without notice.

Signed for and on behalf
of Crikey Campers
(WA) Pty Ltd

Signed for and on Behalf of
Hirer