

# HIRE/RENTAL AGREEMENT



1. Estimated rental due on booking conformation. Bond of \$500.00 is required on Caravans and \$1000.00 on Motorhomes on day of departure. This bond, less any repair and cleaning costs will be refunded within 14 days of return.
2. Minimum age of any hirer or driver of tow vehicle is 30 years and must produce a current Australian drivers licence held for at least 1 year
3. Recreational Vehicles to be returned cleaned as per condition of pickup.
4. Recreational Vehicles to be returned to 5 Melrose Drive Wodonga VIC, by the agreed time and date. Any extension of hiring term is at the discretion of Albury Leisure and must be arranged at least 48 hours prior to agreed return.
5. The cost of repairs to damage is the responsibility of the Hirer and must be reported to Albury Leisure immediately. Any repairs need prior approval or a possible rework charge may apply.
6. Any tyre repair or replacement is the responsibility of the hirer and must be a tyre approved by Albury Leisure.
7. Late returns will be charged at a rate of \$220.00 per day or part thereof.
8. Motorhomes and Campervans must be returned with a full tank of fuel.
9. Charges as set out are not final, should a written or calculation error occur, I authorise Albury Leisure to charge my credit card for any shortage, or in the case of an over payment, receive payment from Albury Leisure to the maximum value of the overcharge.

5 Melrose Drive  
Wodonga VIC 3690  
P: (02) 6021 5399  
F: (02) 6056 4053  
ABN: 84 097 956 780  
www.alburyleisure.com.au

| PERSONAL DETAILS (Please use BLOCK LETTERS) |                      |                 |         |            |
|---|----------------------|-----------------|---------|------------|
| TITLE:                                      | GIVEN :              | FAMILY NAME :   |         |            |
| ADDRESS : STREET NO. & NAME                 |                      | SUBURB :        | STATE : | POSTCODE : |
| POSTAL ADDRESS :                            |                      | SUBURB :        | STATE : | POSTCODE : |
| DATE OF BIRTH :<br>/ /                      | DRIVERS LICENCE NO : | EMAIL ADDRESS : |         |            |
| HOME PHONE :                                | WORK PHONE :         | MOBILE PHONE :  |         |            |

| HIRE DETAILS (Please use BLOCK LETTERS)  |          |   |                       |
|--|----------|---|-----------------------|
| START HIRE TIME/DATE:<br>Time: _____ AM/PM / /                                     | KM OUT : | FINISH HIRE TIME/DATE:<br>Time: _____ AM/PM / / | KM IN:                |
| HIRER SIGNATURE (I have read Terms & Conditions which form part of this Agreement) |          |   | DATE:<br>/ /          |
| VEHICLE HIRED: CARAVAN/MOTORHOME   |          |   | VEHICLE REGISTRATION: |

| <b>LICENCED HIRER DETAILS: (Those registered for an insurance cover – A copy of each licence MUST be attached to the application)</b> |                      |                     |                       |
|---|----------------------|---------------------|-----------------------|
| HIRER 1 – Full name on Licence & Signature:<br>Name: _____<br>X: _____  | LICENCE NO. & STATE: | EXPIRY DATE:<br>/ / | DATE OF BIRTH:<br>/ / |
| HIRER 2 – Full name on Licence & Signature:<br>Name: _____<br>X: _____  | LICENCE NO. & STATE: | EXPIRY DATE:<br>/ / | DATE OF BIRTH:<br>/ / |
| HIRER 3 – Full name on Licence & Signature:<br>Name: _____<br>X: _____  | LICENCE NO. & STATE: | EXPIRY DATE:<br>/ / | DATE OF BIRTH:<br>/ / |

| <b>TOWING VEHICLE DETAILS: (Driver to ensure is suitable for towing of Caravan hired)</b> |               |              |               |                  |
|---|---------------|--------------|---------------|------------------|
| TOW LIMIT FOR VEHICLE:  | VEHICLE MAKE: | MODEL:       | BODY TYPE:    | REGISTRATION NO: |
| IDENTIFICATION:   | COLOUR:       | ENGINE TYPE: | TRANSMISSION: | FUEL:            |
|   |               |              |               | ENGINE NO:       |

| <b>CONTACT NEXT OF KIN/FAMILY</b> |             |         |           |
|-----------------------------------|-------------|---------|-----------|
| NAME/S:                           |             |         |           |
| ADDRESS (Street no. & Name:       |             | SUBURB: | STATE:    |
|                                   |             |         | POSTCODE: |
| HOME PHONE:                       | WORK PHONE: | MOBILE: |           |

| <b>FOR OUR RECORDS, COULD YOU PLEASE INCLUDE DETAILS OF YOUR PROPOSED ROUTE?</b> |
|--|
|  |

| <b>FOR OUR RECORDS COULD YOU PLEASE DETAIL NO. OF PASSENGERS:</b> |
|---|
|   |

| <b>FOR OUR RECORDS, COULD YOU PLEASE INDICATE HOW YOU HEARD ABOUT OUR COMPANY?</b> |
|--|
|  |

| CHARGE DETAILS   |  |  |                         |
|--|--|--|-------------------------|
| WEEKLY HIRE  | WEEKS:   | @ \$ _____ / WEEK  | \$ -                    |
| DAILY HIRE   | DAYS:  | @ \$ _____ / DAY   | \$ -                    |
| INSURANCE EXCESS<br>REDUCTION  | DAYS:  | @ \$ 25.00 / DAY   | \$ -                    |
| EXTRA ITEMS - DETAILS  |  |  | \$ -                    |
| OTHER CHARGES/COSTS  |  |  | \$ -                    |
| ESTIMATED TOTAL HIRE COSTS   |  |  | \$ -                    |
| LATE RETURN FEE @ \$220.00 / DAY OR PART OR PART THEREOF                 |  |  | \$ -                    |
| CLEANING   |  |  | \$ -                    |
| OTHER CHARGES/COSTS  |  |  | \$ -                    |
| TOTAL CHARGES/COSTS  |  |  | (Total Charges)<br>\$ - |
| LESS DEPOSIT PAID – DATE   | ____/____/____<br>____/____/____<br>____/____/____ | AMOUNT: \$ _____<br>AMOUNT: \$ _____<br>AMOUNT: \$ _____ | (Less Deposits)<br>\$ - |
| TOTAL AMOUNT DUE:  |  |  | (Amount Due)<br>\$ -    |
| PAYMENT METHOD<br><br>EFTPOS – MASTER CARD – VISA – DINERS – AMEX – CASH |  |  |                         |

# ALBURY LEISURE

## Terms & Conditions of Hire

### **DEFINITIONS:**

The following definitions apply for the terms & conditions for Albury Leisure is referred to as Matcar Pty Ltd trading as Albury Leisure, We and the Supplier. The client/customer is referred to as I, Me, My, the hirer, the renter, you and the client.

### **TRADING HOURS:**

Monday to Friday – 8.00am to 5.30pm, Saturday 8.00 am to 12.00 mid day, Closed Public Holidays and Sundays

### **PICK UP & RETURN:**

Pick up and return of hired Recreational Vehicles is by prior arrangement.

### **PROBLEMS:**

Any problems associated with the hired item/s, including equipment failure, must be reported to Albury Leisure as soon as possible and within 24 hours of the occurrence to give Albury Leisure the opportunity to rectify the problem as soon as practical

### **HIRE TIMES - ADDITIONAL DAYS:**

Additional days for hire items are at the discretion of the management of Albury Leisure and rely entirely on future demand and availability.

Any request for additional days hire MUST be communicated as soon as practicable and possible and must be approved by our management.

Failure to obtain authorization/approval will result in additional costs (e.g. \$220/ day late fee)

### **EARLY DROP OFF:**

There will be no refund for early termination of a hire agreement. If a hired item is left at any place other than our business address, additional charges apply for retrieval of the item. There is no refund available for the unused portion of the hire should the item be returned earlier than contractually agreed.

### **CANCELLATIONS:**

Cancellation fees apply. \$500.00 deposit is non refundable.

### **DAILY HIRE CONDITIONS:**

Albury Leisure calculates the hire of a recreational vehicles on a daily calendar basis. That means that irrespective of what time it is picked up or returned the pickup day is counted as 1 day rental and the return day as 1 day rental. (other than after 5.00pm Friday and before 5.00pm Sunday evening return.

### **HIRE DURATION CALCULATIONS:**

A minimum of 21 days hire duration is required during NSW and Victorian school holidays. At other times recreational vehicles may be hired for durations of from 3 days (weekends).

Unless otherwise agreed and noted on the hire agreement, travel must be kept strictly within NSW or Victoria.

### **UNAUTHORISED AND PROHIBITED USE (Hirer liable for Cost):**

Persons who must not tow Albury Leisure caravans or drive Motorhomes and Campervans are:

- A person who is not identified on the hire agreement
- A person under the age of 30 and over the age of 75
- A person who has not been licenced to drive for a period of 12 months or longer (excluding any time under a learner's permit or provisional licence).
- A person whose blood alcohol concentration exceeds the lawful percentage
- A person whose vehicle licence has been cancelled or suspended
- A person who is under the influence of a legal or illicit drug
- A person who holds a learners or probationary licence to drive a vehicle

All insurance cover will be deemed void if any of the above terms are breached

### **RENTERS AGE:**

The minimum age for renters of Albury Leisure recreational vehicles is 30 years. The maximum age is 75 years.

(Special terms may be agreed upon depending upon the circumstances)

### **CREDIT CARD TRANSACTIONS:**

We accept Mastercard, Visa, Diners and American Express

### **FINANCIAL OBLIGATIONS:**

Prices quoted are subject to change and Albury Leisure reserves the right to update or alter the pricing structure from time to time. By entering into the rental agreement you authorize Albury Leisure to charge the credit card provided/nominated or any other credit card provided for your bond/security deposit (and you will pay on demand any balance) with the following charges:

- All hire charges specified in the hire agreement.
- All charges claimed from Albury Leisure in respect of parking or any other traffic infringements incurred during the hire period
- All loss or damage to hired item/s (including loss of use) for recreational vehicle, legal expenses, towing & recovery charges where:  
i) You have left the recreational vehicle unlocked or left the key in the door

- ii) You have not kept the key secure and under your personal control
- iii) The recreational vehicle is totally or partially immersed in water regardless of the cause
- iv) The interior of the recreational vehicle is damaged regardless of the cause
- v) The recreational vehicle is damaged by driving it under an object lower than the vehicle height
- vi) You have failed to rectify and notify Albury Leisure of any defect or damage which causes additional damage to the recreational vehicle.
- vii) For any damage to the recreational vehicle in your care regardless of who is in the wrong

**WRITING AND CALCULATING ERRORS ON THE HIRE AGREEMENT:**

*The charges as set out are not final. Should a written and/or calculation error occur, I authorize Albury Leisure to charge my credit card for any shortage, or in the case of an overpayment, receive payment from Albury Leisure Rentals up to a maximum amount of the overcharge*

**TAXES & CHARGES:**

**GAS:**

The initial fill of gas is included in our hire rate. Should you run out of gas you will need to refill the gas bottle at your own expense. It is not necessary to fill the gas bottle upon return of the vehicle at the end of the hire period.

**ALBURY LEISURE LIABILITY:**

Albury Leisure will not be under any liability to the hirer for any loss or damage caused through delay in delivery of the hired items that is caused through accidents or by reason of the items not being as already described, or not being suitable for the clients purposes. Albury Leisure will also not be liable for loss of time, change in drop off location or damage through natural disasters such as floods, cyclones, hailstorms, etc.

**TYRE DAMAGE:**

You are responsible for all damage occasioned to tyres and all associated costs to repair or replace these tyres (including blowouts and tyre staking)

**TOILET CASSETTE:**

Toilet Cassette is to be returned cleaned. **A surcharge of \$200.00 will apply if not cleaned.**

**OVERLOADING:**

Do not overload recreational vehicles past their stated limit (or the limit of the vehicle and tow bar). Albury Leisure will not accept any liability if these items are breached. Hirer will be responsible for all related costs if overloaded.

**VALUABLES:**

Albury Leisure accepts no responsibility or liability for valuables left in the recreational vehicle or stolen from these hired items. Please do not leave valuables in the hired item because of possible theft. In major cities it is advisable to leave the caravan in the caravan park. Please note: Insurance on personal property is your responsibility.

**RECREATIONAL AND EQUIPMENT CONDITION:**

We aim to present our recreational vehicles immaculately. Before departure please take a few minutes to inspect the hired unit with our staff and discuss, and have noted, any exterior, interior or general blemishes. At drop off we inspect the units with you so that you are satisfied that you will not be held responsible for problems that were not caused during your hire. After drop off we clean the hired items and carry out a general inspection to ensure everything is clean and safe for the next hirer. Any dents or paint damage, or missing/damaged equipment will be repaired at your cost (copies of the quote/invoice will be provided to you) Excessive amounts of mud, wet annexes requiring drying, food/drink spillage on fabrics or excessive scratches on paintwork requiring polishing may attract an additional cleaning fee. Cooking and kitchen utensils will be returned clean. Excessively soiled bedding or other items will attract a cleaning fee or replacement cost. This may take a few days to finalise.

**ANIMALS & PETS**

Albury Leisure does not allow for the carriage of pets or any animals in their recreational vehicles or whilst on hire.

Carriage of pets or animals will render the contract void, and the cost of to have the hired item properly cleaned and fumigated will be charged to you.

**HIRE REFUSAL:**

Albury Leisure reserves the right to refuse any hire, or continuation of any hire at its discretion.

**REPAIRS:**

Albury Leisure recreational vehicles are always fully maintained and serviced. This does not stop occasional breakdowns and small problems. Any problems must be reported to Albury Leisure for authorisation PRIOR to repairs being carried out. In all cases the responsibility of Albury Leisure is limited to refunding for the time that the unit was actually in repair. No alternative accommodation or food items will be paid for during the down time. Malfunction of microwaves, stoves, refrigerators or water pump are not considered mechanical breakdowns and downtime will not be paid for these items. In the event of an accident resulting in the hired item being damaged, it is the clients responsibility to make their way to Albury Leisure base to collect a replacement recreational vehicle if one is available. If not available the remaining time may be credited to their next hire at the rate of 50% of the remaining hire time.

**MAINTENANCE AND RESPONSIBILITY OF RECREATIONAL VEHICLES**

Joint hirers and all renters of tow caravans are jointly and severally responsible under the hire agreement. The hirer will be held responsible for any damage occasioned to the hired items if they are used in a manner for which they were not intended to be used. No volatile, corrosive, flammable or explosive materials or liquids may be carried in or on recreational vehicles.

**ROAD RESTRICTIONS:**

Albury Leisure recreational vehicles are for on-road use only. They may be towed on good quality, well maintained, formed roads consisting of bitumen or concrete and on the entry and exit to caravan parks only.

**EQUIPMENT HIRE**

All equipment as detailed in the price list may be given for hire if available and may be collected on unit pick up. Extras must be booked in advance. The hirer is responsible for the return of the equipment supplied at the commencement of the hire period.

**BOOKING DEPOSIT:**

Estimated rental cost is required on booking which is non refundable if cancelled.

**SECURITY DEPOSIT:**

Security deposit for insurance Excess of \$500.00 for caravans and \$1,000 for motorhomes is payable prior to departure. Please note that this however excludes water damage, Overhead & Underbody Damage. We recommend that customers wishing to insure personal belongings consider taking out personal travel insurance. Please note that the bond/security on items is non-refundable if damage occurs. The security may be paid for on your credit card.

**DAMAGE WAIVER:**

All Caravans are insured for damage and 3<sup>rd</sup> party property damage with an excess of \$3,300. All Motorhomes and Campervans are insured for damage and 3<sup>rd</sup> party property damage with an excess of \$5,500.00 which may be reduced to \$1,100.00 for a fee of \$25.00 per day. Damage caused by negligence of driver will not be covered by insurance. Exclusions include but not limited to:

- Overhead and Underbody Damage
- Water Damage
- Driving on Unsealed roads
- Any unauthorised or prohibited use as per Unauthorised and Prohibited Use Clause above.

Digital cameras may be used to take photographs of the hired items on pick up and again when returned. Any additional damage will be the responsibility of the hirer.

**CONTRACTUAL RIGHTS:**

By signing this hire agreement you accept that the terms and conditions make this an Australian Contract and you will be bound by the Australian State Law in which this State is contracted in. This contract over-rides any other contract taken in any other country. Any changes made to this contract must be in writing and signed on behalf of Albury Leisure and the hirer. Albury Leisure makes no expressed or implied warranty in relation to this agreement.

**KEYS:**

The hirer will be responsible for the cost to replace keys that have become lost or broken, or retrieval of keys that have been locked in a caravan. The cost of a locksmith traveling to the caravan is at the hirers expense.

**DISCLAIMER**

All illustrations, line drawings and text in any of our brochures or advertising material, including the internet, are a representation only of the hire items depicted. Variances in any items offered for hire could occur due to modifications and/or upgrades.

**IMPORTANT NOTE:**

Problems associated with the hire of an item must be reported in writing to Albury Leisure during the actual hire period. We do not accept liability for any claims submitted after that period.

Signature of Renter \_\_\_\_\_

Date \_\_\_\_\_