



# Cavalier Camper-Trailers

576 Marion Road, PLYMPTON PARK SA 5038

Ph/Fax: (08) 8297 9244

www.cavaliercampertrailers.com.au

## HIRE TERMS

### 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 Cavalier Camper-Trailers (Cavalier).
2. Payment of the total Hire Bond is to be made **in full** at or before the time of pickup, by way of Bank Cheque, Cash or Credit Card.
3. Notice of cancellation of the hire **must** be received by Cavalier **at least 28 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 28 days notice of cancellation will result in the full amount of the Hire Fees being retained by Cavalier.
4. The Hire Bond will only be refunded after all equipment has been returned and inspected by Cavalier. The cost to repair **any damage or loss of equipment will be charged to the Hirer.** The Hire Bond will be held for 21 days following return of the camper-trailer, in case a traffic infringement notice has been issued while the camper-trailer is in the Hirer's possession. The Hire Bond, less any outstanding costs or charges (if applicable), will be refunded to the Hirer by way of Cheque, Direct Bank Deposit, or, if the original payment was made by Credit Card, a refund to the Hirer's Credit Card.
5. The Hire Term only finishes when all the equipment has been returned to Cavalier 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 Cavalier's sole discretion).**
6. The Hirer **must** be at least 25 years of age at the commencement of the Hire Term and hold a full driver's license. The Hirer's driver's licence **must** be sighted by Cavalier 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 Cavalier.
8. Equipment must be picked up between 2pm and 4pm and returned between 9am and 11am, Monday to Friday. No weekend or public holiday pick-ups or returns are available, unless otherwise agreed at the time of booking.

### 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. Cavalier Camper-Trailers (Cavalier) agrees to provide a camper-trailer of the Hirer's choice, or a camper-trailer of the same or similar qualities, should one not be available at time of hire.
3. Cavalier 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.



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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 Cavalier, unless the equipment is lost or damaged beyond repair. In that event, the Hire Term will only cease when the Hirer pays Cavalier for the value of such lost or damaged equipment.
8. The Hirer agrees to return all equipment and accessories, as listed in the Hire Agreement, or to pay Cavalier for the replacement cost of same.
9. The Hirer agrees to return the equipment on or before the return date and time set out in the Hire Agreement. The Hirer also agrees to return the equipment sooner at Cavalier's request. The Hirer acknowledges that Cavalier will not refund any monies whatsoever, if the Hirer elects, at his/her own discretion, and for whatever reason (eg poor weather), to return the equipment prior to the return date and time 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 Cavalier's sole discretion.
11. Late returns will be charged at the normal daily hire rate, separate and above any retrieval costs incurred. Note, if late return is due to the failure of the equipment en-route, costs listed under this condition may be waived, provided Cavalier is notified immediately and proof of such failure is provided.
12. The Insurance Excess is applicable to all hires where damage resulting from an accident or theft occurs during the Hire Term. Where the damage is of a value up to or less than the Insurance Excess the Hirer is responsible for the payment of repairs. However, should a 3rd party be responsible for damages caused to the equipment, whether by collision, accidental or malicious behaviour, if the claim can be proved against this 3rd party and Cavalier is subsequently reimbursed for these damages, these monies will, in turn, be refunded to the Hirer up to the value of the Insurance Excess applied, less any legal costs involved.
13. The costs to repair tyre punctures or damage to the camper-trailer's suspension occurring during the Hire Term are the responsibility of the Hirer. If the camper 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 Cavalier 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 Cavalier 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 to Cavalier 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 monies. The cost of repairs to the canvas, which are not considered "fair wear and tear", also apply under this clause.
18. Under no circumstance shall any third party be engaged, or act on behalf of the Hirer for the purpose of repairs unless specifically authorised in writing by Cavalier.

Jokar Pty Ltd trading as



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19. The Hire Bond will be applied to cover any charges/costs owing to Cavalier. However, if these costs or charges are of a greater value than the Hire Bond already paid, Cavalier reserves the right to collect from the Hirer the balance owing, plus any costs incurred in the process of collection of this amount.
20. Cavalier 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. Cavalier will suffer no claim from the Hirer for re-imbusement or compensation relating to the use of supplied equipment, regardless of whether this is due to misuse or abusive treatment or non-performance of the equipment during the Hire Term.
22. The Hirer will be responsible for all freight and other charges in addition to any Hire Fees.
23. Cavalier Camper-Trailers 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.