

# Go Camper / Go Kombi Hire Terms & Conditions

(ABN 11 416 380 510)



gocamper.com.au

## CAMPER HIRE RENTAL AGREEMENT TERMS AND CONDITIONS

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### TERMS AND CONDITIONS

This is an Agreement between the prospective hirer (herein referred to as the HIRER) and Go Camper/Go Kombi (herein referred to as the COMPANY) to rent the motor vehicle including all accessories, tools, tyres and equipment and any replacement vehicle (the vehicle).

#### 1. VEHICLE CONDITION AND RETURN

The vehicle is delivered to you in good clean operating condition. You agree to return the vehicle in the same condition together with all tools, tyres, accessories and equipment to the location and on the date there specified (or sooner, if demanded by the company). The company may take possession of the vehicle without prior demand and at your expense, if it is illegally parked, used in violation of the law or of this agreement or if it is apparently abandoned. The company must be notified and agree to any extension of the period of hire beyond that stated in advance of the return date and time or the vehicle will be immediately reported as stolen. WINDSCREEN / GLASS OR TYRE DAMAGE waiver is available.

#### 2. UNAUTHORISED AND PROHIBITED USE

Persons who must not drive the vehicle

- (a) A person who has not been identified in writing to the company or approved by the company in writing.
- (b) A person who is not licensed for that class of vehicle.
- (c) A person whose blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle.
- (d) A person who was driving the Vehicle whilst under the influence of a drug.
- (e) A person who has given or for whom you have given a false name, age, address or driver's licence details.
- (f) A person whose driver's licence has been cancelled endorsed or suspended within the last three years.
- (g) A person who has held a driver's licence for less than two years.

Circumstances in which and/or for which the vehicle must not be used:

- (h) Outside the area of use limitations.
- (i) On unsealed roads or off road conditions.
- (j) To carry persons for hire or to carry any inflammable, explosive or corrosive materials.
- (k) To propel or tow any vehicle, trailer, boat or other object unless the company has authorised such use in writing.
- (l) To carry any greater load and/or more persons than is lawful or use in a manner for a purpose other than for which it was designed and constructed.
- (m) To carry any animal or pet in the vehicle.
- (n) For racing, pace making, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.
- (o) In a dangerous manner.
- (p) In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose.

#### 3. FUEL

The vehicle must be returned with a full fuel tank. If the vehicle is returned with less fuel the difference will be charged at a rate of AU\$1.90\* per litre which will include a service component of AU\$25.00.

\*Subject to fluctuation

#### 4. FINANCIAL OBLIGATIONS

Special Note: Joint hirers and all drivers are jointly and severally responsible under this agreement.

YOU ARE RESPONSIBLE FOR AND BY ENTERING INTO THE AGREEMENT YOU AUTHORISE THE COMPANY TO DEBIT THE CREDIT CARD PROVIDED OR ANY OTHER CREDIT CARD PROVIDED (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES:

- (a) All rental charges.
- (b) All charges claimed by the company in respect of parking, traffic violations, damage or extra cleaning fees incurred during the period of hire will have a AU\$65.00 processing / administration fee applied.
- (c) All loss or damage to the motor vehicle (including loss of use) legal expenses, assessment fees, towing and recovery, consequential third party damage, storage and company service charges where
  - (i) any condition of this agreement, and in particular Condition 2, or any special condition has been breached;
  - (ii) the vehicle is involved in a single vehicle incident (or not under the control of an authorised hirer at the time of loss) unless the company waives such loss to a single vehicle incident liability amount (which amount will apply in addition to the standard liability charge). A single vehicle incident is defined as any incident where the vehicle suffers loss or damage as a result of an impact with any or all objects whether animate or inanimate except another vehicle which can be fully identified and all details provided.
  - (iii) you have left the vehicle unlocked or left the keys in the vehicle;
  - (iv) you have not kept the key secure and under your personal control;
  - (v) the under body or overhead of the vehicle is damaged regardless of cause when no other vehicle is involved;
  - (vi) the vehicle is totally or partially immersed in water regardless of cause;
  - (vii) the interior of the vehicle is damaged regardless of cause when no other vehicle is involved;
  - (viii) the tyres of the vehicle are damaged other than by normal wear;
  - (ix) the vehicle or any third party property is damaged by driving it under or into an object lower than the height of the vehicle;
  - (x) you have failed to maintain all fluid and fuel levels or failed to immediately rectify or report to the company any defect of which you become aware;
  - (xi) the vehicle is damaged by loading or unloading, other than normal wear.
  - (xii) your failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment.

**Special note:** If you have paid by use of a credit card or directed the company to bill charges to some other person, corporation, firm or organisation who or which fails to make payment when due, you will immediately pay the full amount due to the company on demand.

#### 5. DAMAGE COVER

If you act within the terms and conditions of this agreement the company will grant damage cover (including legal costs incurred with our consent) for your benefit in respect of damages to the vehicle or third party damage other than any

property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control. This cover is subject to:

- (a) Your payment of the damage/loss liability charge.
- (b) Your not having acted or having caused any other person to have acted in any manner which is in contravention of this agreement.
- (c) Your not being covered under any policy of insurance.
- (d) Your providing such information assistance as may be requested and, if necessary, authorising the company insurers to bring, defend or settle legal proceedings, but the company shall have sole conduct of the proceedings.

#### 6. GENERAL PROVISIONS

- (a) **You will promptly report any incident involving loss or damage to the vehicle.** Loss involving the vehicle while rented under this agreement to the company location where the vehicle was hired and will deliver to the company immediately, every summons, complaint or paper in relation to such loss. Compliance with the subparagraph does not excuse the hirer from reporting all incidents to police or other proper authorities.
- (b) You release and hold harmless the company (and its agents and employees) from all claims for loss or damages to your personal property, or that of any other persons property left in the vehicle, or which is received, handled or stored by the company at any time before, during or after this rental period, whether due to the company's negligence or otherwise.
- (c) Except as proved by law no driver or passengers in the vehicle shall be or deemed to be the agent, servant or employee in any manner for any purpose whatsoever.
- (d) The company gives no express or implied warranty except those implied by the Trade Practices Act 1974 or any other law as to the condition of the vehicle, but nothing herein restricts you from your rights and remedies under those laws. Where those laws permit the company to limit liability for breach of implied condition or warranty, the company limits liability to replacement, repair or resupply. In particular, the company is not liable for any indirect or consequential loss or damages.
- (e) No right of the company under this agreement may be waived except in writing by an officer of the company.
- (f) Words used in this agreement to denote any gender shall include all genders, singular words include the plural.

#### 7. PROBLEMS

If you have any difficulties report these immediately to the company. If you incur any minor repair bills we will give you a refund (up to AU\$100.00). Just produce your receipt at the completion of your hire. Retrospective claims above this limit may not be recognised. In a breakdown situation, follow the instructions we provide in the file in every van. If you have an accident, you pay any accommodation expenses. The company liability extends to replacing your vehicle with a similar one if available.

#### 8. SMOKING AND ANIMAL RESTRICTIONS

Smoking in the company's vehicles is strictly prohibited, and offenders will be charged a fume removal fee of AU\$ 500.00. Animals are also not permitted in any the company's vehicle and the same cleaning fee will apply.

**9. BOND**

If no Reduction Option is taken, a Liability Bond of AU\$5,000 for 2WD will be debited to the Customer's account plus 2% transfer fee; prior to travel.

On taking delivery of the vehicle, the Customer agrees to pay a Standard Liability Bond.

The Liability Bond can be paid by credit card. If Reduction Option 1,2 or 3 are taken, a liability Bond as set out in 17, 18 or 19 will be held by the company and debited to the Customer's account only in the case of damage to the company's vehicle or third party property damage or if any terms and conditions of the Rental Agreement are breached.

The Liability Bond is fully refundable on return of the vehicle to the return location and by the return date/time, in accordance with this Rental Agreement; however in the event of any breach of the terms and conditions of the Rental Agreement the Customer irrevocably authorises the company to deduct from the Liability Bond any amounts due by the Customer to the company arising out of this Rental Agreement. The Liability Bond covers you for the first accident. If you have another accident or the vehicle is damaged, then you will be liable for a further Liability Bond.

The rates and prices quoted are in Australian dollars and are subject to change without notice. The Customer further acknowledges that due to currency exchange rate fluctuations, there could be a variation between the amount initially debited against the credit card for a Liability Bond and the amount refunded at the expiration of the rental period and the Customer releases the company from any liability for such fluctuation. Liability Bonds refunded to the Customer's credit card may not immediately be transacted and credited to the Customer's account due to processing or other delays between banks and are not within the control of the company.

**10. CANCELLATIONS**

The AU\$350.00 deposit is non-refundable once reservation is confirmed.

Fees in Percentage of rates:

30 to 25 days prior to pick-up 25% of Gross Rental (minimum AU\$500.00)

24 days to 7 days prior to pick-up 50% Gross Rental (minimum AU\$500.00)

6 days to 1 day and "no show" 100% of Gross Rental

**There is no refund on late pick-up or early return of vehicle. No refunds are given after your hire has commenced.**

The company requires a AU\$350 deposit (plus cc fee) to secure a vehicle;

Please note: this is non-refundable.

**11. LIMIT OF LIABILITY**

If, for reasons beyond our control, no vehicle is available to the hirer, the company's liability is limited to a refund of the hire charge. In the case of mechanical failure; complete breakdown (unless caused by the hirer), the company's liability will be limited to the hire charge for the remainder of the hire period.

**12. SHORT TERM RENTAL**

A fee of AU\$60.00 for a campervan and AU\$90 for a motorhome is applicable when booking four days or less. Vehicle rentals are calculated on a per calendar day basis, i.e. day of pick-up or drop-off is always counted as a full day irrespective of time of pick-up or drop-off.

**13. LONG TERM RENTAL**

Special conditions apply for rentals of more than 50 days. Details available on application.

**14. One-Way Rental**

One way rentals are available, fees applicable.

**15. RESTRICTIONS**

The company is a WA based company; **permission in writing must be given for vehicles to leave WA.**

Campervans / Motorhomes can only be driven on sealed / bitumen or access roads.

Travel on the following roads/areas is not permitted: Cape York, Simpson Desert, Gun Barrel Hwy, Gibb River Road and Canning Stock Route. No vehicle is to be taken into salt water.

**16. STANDARD EXCESS POLICY**

All of the company's vehicles come with comprehensive insurance cover. The Liability Bond is taken to cover the excess in the event of any damage to our vehicle. The hirer will also be fully liable for demurrage - the daily rental rate for the period the vehicle is off fleet for accident repairs (max 14 days) - and for replacing or repairing damaged windscreens, glass and tyres. The Liability Bond can be paid by credit card. The Liability Bond will be debited plus 2% transfer fee on pick up. The Liability Bond is fully refundable on return of the vehicle to the agreed location in a clean condition, on the agreed date/time, with no damage to the vehicle or third party property, the toilet cassette and waste water tank has been emptied and no items are lost or damaged.

**17. Reduction Option One**

EXCESS REDUCTION 25+ AU\$20.00 per day, will reduce the excess for any damage to either vehicle or third party property to a maximum of AU\$2,000.00. An imprint and pre-auth of a credit card of AU\$2,000.00 will be taken on time of pick-up. The bond is refundable providing return of the vehicle to the agreed location, on the agreed date in clean condition, with no damage incurred to the vehicle or third party property, the toilet cassette and waste water tank has been emptied, no items are lost or damaged, the fuel tank is full and there are no signs of violation. The hirer will also be fully liable for demurrage - the daily rental rate for the period the vehicle is off fleet for accident repairs (max 14 days) - and for replacing or repairing damaged windscreens, glass and tyres. The total insurance charge is limited to a maximum of 50 days.

**18. REDUCTION OPTION TWO**

EXCESS REDUCTION +25 AU\$30.00 per day will reduce the excess for any damage to either vehicle or third party property to a maximum of AU\$500.00. An imprint and pre-auth of a credit card of AU\$500.00 will be taken on time of pick-up. The bond is refundable providing return of the vehicle to the agreed location, on the agreed date in clean condition, the toilet cassette and waste water tank has been emptied, no items are lost or damaged, the fuel tank is full and there are no signs of violation. The hirer will also be fully liable for demurrage - the daily rental rate for the period the vehicle is off fleet for accident repairs (max 14 days) - and for replacing or repairing damaged windscreens, glass and tyres. The total insurance charge is limited to a maximum of 50 days. NB: Rates above cover Customer's over 25. The company is not responsible for any currency fluctuations.

**19. REDUCTION OPTION THREE**

EXCESS REDUCTION +25 AU\$49.00 per day will reduce the excess for any damage to either vehicle or third party property to a maximum of AU\$250.00. The Liability Bond of AU\$250.00 can be paid by credit card and will be taken on time of pick-up. The bond is refundable providing return of the vehicle to the agreed location, on the agreed date in clean condition, the toilet cassette and waste water tank has been emptied, no items are lost or damaged, the fuel tank is full and there are no signs of violation. The hirer will also be fully liable for demurrage - the daily rental rate for the period the vehicle is off fleet for accident repairs (max 14 days). The total insurance charge is limited to a maximum of 50 days. NB: Rates above cover Customer's over 25. The company is not responsible for any currency fluctuations.

This option covers the replacement of one windscreen and one tyre.

**20. 4Motion Excess Liability**

4Motion All Wheel Drive: Standard Excess Liability Bond 25+ \$7500 paid on pick-up  
25+ Reduction Option 1 - reduces Excess down to \$3500 daily cost \$39 per day  
25+ Reduction Option 2 - reduces Excess down to \$1000 daily cost \$52.00 per day (limited travel allowed on unsealed roads for up to 100km from the nearest sealed/bitumen road).

**21. TAXES AND LOCAL STATE TAX**

All charges includes 10% GST and 2% Stamp duty on licence. All rates and conditions are subject to change in accordance with changes in government taxes.

**PLEASE NOTE:**

Rates and conditions may be subject to change. Whilst including the same facilities, some campers may have different layouts to those shown. All measurements shown are approximate. Air con may not be available. TV reception may be limited.

I HAVE READ AND UNDERSTOOD AND HEREBY ACCEPT THE TERMS AND CONDITIONS ON ALL PAGES, AND SIGNED IT BEFORE MAKING ANY AGREEMENT TO HIRE ANY VEHICLE

Signature 1.....

Signature 2.....

Signature 3.....

Signature 4.....

Booking No .....

Accepted by Go Camper

Signature.....

Go Camper operates a **NO REFUNDS** policy, which is not negotiable and upon commencement of hire you accept this condition. There is no refund on late pick-up or early return of vehicle.