

DEFINITIONS:

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

TRADINGHOURS:

Monday to Friday – 8.30am to 5.00pm, Saturday 8.30 am to 1.00pm, 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 Wodonga RV World as soon as possible and within 24 hours of the occurrence to give Albury Wodonga RV World 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 Wodonga RV World 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 Wodonga RV World 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.

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 Wodonga RV World 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 Wodonga RV World 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 for rental payment transactions / Mastercard and Visa for Bond transactions.

FINANCIAL OBLIGATIONS:

Prices quoted are subject to change and Albury Wodonga RV World 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 Wodonga RV World 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 Wodonga RV World 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 Wodonga RV World to charge my credit card for any shortage, or in the case of an overpayment, receive payment from Albury Wodonga RV World up to a maximum amount of the overcharge

TAXES & CHARGES:

FUEL:

Motorhomes, Tow Vehicles and generators must be returned full of fuel. Failure to do so will result in a fee being charge plus the cost of the fuel.

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 WODONGA RV WORLD LIABILITY:

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

REPAIRS:

Albury Wodonga RV World's recreational vehicles are always fully maintained and serviced. This does not stop occasional breakdowns and small problems. Any problems must be reported to Albury Wodonga RV World for authorisation PRIOR to repairs being carried out. In all cases the responsibility of Albury Wodonga RV World 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 client's responsibility to make their way to Albury Wodonga RV World 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 Wodonga RV World recreational vehicles are for on-road use only. They may be driven 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. The hirer will be responsible for any costs to repair / replace damaged / unreturned equipment.

BOOKING DEPOSIT:

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

SECURITY DEPOSIT:

Security deposit for insurance excess of \$1,000.00 for caravans and \$1,500.00 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 bond must be paid by Visa or Mastercard.

DAMAGE WAIVER:

All Caravans are insured for damage and 3rd party property damage with an excess of \$3,300.00. All Motorhomes and Campervans are insured for damage and 3rd party property damage with an excess of \$5,500.00 which may be reduced to \$1,500.00 for a fee of \$25.00 per day. Damage caused by negligence of driver will not be covered by insurance. All Tow Vehicles are insured for damage and 3rd party property damage with an excess of \$2915.00 which may be reduced to \$550.00 for a fee of \$27.00 per day. Exclusions include but not limited to:

- Windscreen damage
 - 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 Wodonga

RV World and the hirer. Albury Wodonga RV World 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/ motorhome/ tow vehicle. The cost of a locksmith traveling to the location of the caravan / motorhome / tow vehicle is at the hirers expense.

PERSONAL PROPERTIES SECURITIES LAW:

• The following terms have their respective meanings in the Personal Property Securities ct 2009 (Cth) ('PPSA') – **financing statement, interested person, register, proceeds, security agreement and security interest.**

• You acknowledge that:

- a. by renting the vehicle/ caravan from Albury Wodonga RV World, you may be granting a security interest in the vehicle/caravan (and any proceeds) to Albury Wodonga RV World, and that this rental agreement may constitute a security agreement;
- b. any security interest arising under this rental agreement attaches to the vehicle and/or caravan when you obtain possession of the vehicle/caravan and not at any other time; and
- c. Albury Wodonga RV World may perfect its security interest by lodging a financial statement on the PPSA register.

• Albury Wodonga RV World does not need to give you any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

• You must do anything reasonably required by Albury Wodonga RV World to enable Albury Wodonga RV World to register its security interest, with the priority it requires, and to maintain the registration.

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 Wodonga RV World during the actual hire period.

We do not accept liability for any claims submitted after that period.