

# BUSH 2 BEACH CAMPER TRAILER HIRE

ABN 61 677 332 160

## RENTAL TERMS AND CONDITIONS

### 1 Introduction

#### 1.1 Rental Contract

Your contract to hire a Camper Trailer from Us (**Rental Contract**) comprises:

- (a) the agreement (**Rental Agreement**) You have signed to hire the Camper Trailer from Us;
  - (b) the Handover Inspection Report;
  - (c) these rental Terms and Conditions (**Terms and Conditions**),
- and together they create binding and enforceable legal obligations.

#### 1.2 Relevant law

The Rental Contract is governed by the laws of Queensland and You agree that courts in that state or territory have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

#### 1.3 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

#### 1.4 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

#### 1.5 Amending these Terms and Conditions

We may amend these Terms and Conditions by providing You with 30 days' notice in writing. If You do not accept the amendments or replacement, You **must** return the Camper Trailer prior to the end of the 30 day period

### 2 Who may tow the Camper Trailer?



#### IMPORTANT NOTICE

**A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 11 for further details.**

#### 2.1 Authorised Drivers

Only You or an Authorised Driver can tow the Camper Trailer. Allowing anyone who is not an Authorised Driver to tow the Camper Trailer constitutes a Major Breach of the Rental Contract.

#### 2.2 Age limits

There is a minimum and maximum age limit for those renting the Camper Trailer. You and any Authorised Driver **must** be at least 25 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

#### 2.3 Licence requirements

- (a) You and any Authorised Driver **must** also have a valid licence to drive the Towing Vehicle which is:
  - (i) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English); and
  - (ii) not subject to any restriction or condition.
- (b) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Towing Vehicle.

#### 2.4 Cancelled and suspended licences

The Towing Vehicle **must not** be driven:

- (a) whilst Your driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) if Your licence has been cancelled or suspended, within 2 years of the date of the Rental Agreement.

#### 2.5 False information

The Towing Vehicle **must never** be driven by You or any Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

### 3 Prohibited Use



#### IMPORTANT NOTICE

**A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 11 for further details.**

#### 3.1 Prohibited driving and towing

The Towing Vehicle **must not** be driven by You or any Authorised Driver:

- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;

- (b) recklessly or dangerously; or
- (c) whilst the Camper Trailer is damaged or unsafe.

### 3.2 Prohibited use

You and any Authorised Driver **must not**:

- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
- (b) use the Camper Trailer:
  - (i) for any illegal purpose;
  - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
  - (iii) to carry illegal drugs or substances;
  - (iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
  - (v) to carry any weight or load that exceeds the limits for which the Camper Trailer was designed, constructed, registered or licenced; or
  - (vi) in an unsafe or un-roadworthy condition; or
- (c) tow the Camper Trailer with any other vehicle than the Towing Vehicle shown on the Rental Agreement.

### 3.3 Prohibited actions

You and any Authorised Driver **must not**:

- (a) damage the Camper Trailer deliberately or recklessly or allow anyone else to do so;
- (b) modify the Camper Trailer in any way;
- (c) sell, rent, lease or dispose of the Camper Trailer; or
- (d) register or claim to be entitled to register any interest in the Camper Trailer under the Personal Property Securities Act 2009.

## 4 Prohibited areas of use



### IMPORTANT NOTICE

**A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 11 for further details.**

### 4.1 Prohibited roads

The Camper Trailer **must never** be towed:

- (a) Off Road **unless** You reasonably consider the condition of the road surface and Your speed of travel will not cause Damage to the Camper Trailer;
- (b) on roads:
  - (i) that are prone to flooding or are flooded;
  - (ii) where the police or an authority has issued a warning; or
  - (iii) that are closed;
- (c) in any area where it would be unsafe to drive the Towing Vehicle or tow the Camper Trailer;
- (d) on beaches, through salt water creeks, or any area where it may come into direct contact with salt water; or
- (e) through streams, rivers, creeks, dams or floodwaters.

### 4.2 Prohibited areas

The Camper Trailer **must never** be towed:

- (a) outside the state of Queensland; or
- (b) onto any island, with the exception of:
  - (i) Stradbroke Island;
  - (ii) Bribie Island;
  - (iii) Magnetic Island; or
  - (iv) Fraser Island,

**unless** We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

## 5 Your obligations



### IMPORTANT NOTICE

**A breach of any of sub-clauses 5.6, 5.7, or 5.8 is a Major Breach of the Rental Contract. See clause 11 for further details.**

### 5.1 Booking Terms

- (a) A non-refundable processing fee of \$220 is included in Your booking and the balance of the Rental Charges plus the Security Deposit.
- (b) Full payment of your camper trailer is required within 48hrs of making an online booking. If payment is not received in full your online booking will be cancelled.
- (c) Your rental hire includes a Security Deposit of \$1,100 (inc GST) and must be paid at time of booking.

- (d) Payments can be made via direct bank deposit or cash and payment by credit card is acceptable but may attract bank surcharges.

## 5.2 Security Deposit

The Security Deposit will be returned within 14 days of the End of the Rental provided that:

- (a) all amounts due to Us under the Rental Contract have been paid;
- (b) the Camper Trailer has been returned to the Rental Station at the date and time set in the Rental Agreement;
- (c) the Camper Trailer is clean and in the same mechanical condition as at the Start of the Rental (except for reasonable wear and tear);
- (d) there is no Damage (except for reasonable wear and tear) or Third Party Loss;
- (e) the equipment supplied with the Camper Trailer is clean and in the same condition it was in at the Start of Rental, subject to reasonable wear and tear;
- (f) the toilet cassette in the Camper Trailer is free from waste and washed out;
- (g) the fire extinguisher supplied with the Camper Trailer and listed in sub-clause 6.1(b) is unused; and
- (h) there has not been a Major Breach of the Rental Contract,

## 5.3 Pre-existing Damage

At the Start of the Rental You **must** inspect the Camper Trailer to make sure that any pre-existing damage is noted and shown in the Handover Inspection Report.

## 5.4 Pets/Smoking – cleaning fees

- (a) You **must not**:
  - (i) use the Camper Trailer for transporting any pets or animals, except accredited or trained assistance animals, unless specifically approved by Us; or
  - (ii) smoke in the Camper Trailer and You must prevent take reasonable steps to prevent other occupants from doing so.
- (b) If the Camper Trailer is not cleaned to a satisfactory condition a cleaning fee up to \$300 will be charged. The Camper Trailer **must** be deodorised from any odours including smoking, including campfire smoke and this cost will be deducted from the Security Deposit.

## 5.5 Toilet cassette

Camper Trailers fitted with toilet and shower **must** be returned in the same clean state; all waste material **must** be removed from the toilet cassette and the cassette **must** be washed out. If You fail to do so, You will incur a cleaning fee.

## 5.6 Reasonable care

You and any Authorised Driver **must** take reasonable care of the Camper Trailer by:

- (a) preventing it from being damaged;
- (b) making sure it protected from inclement weather;
- (c) making sure it is not overloaded; and
- (d) ensuring:
  - (i) the Camper Trailer is correctly and safely connected to the Towing Vehicle and the safety chains are correctly fitted;
  - (ii) the Towing Vehicle has an electric brake controller fitted and operational at all times during the Rental Period;
  - (iii) the Camper Trailer's tyres are inflated to the recommended PSI; and
  - (iv) the Camper Trailer lights are working correctly;

## 5.7 Notification of fault

You **must** inform Us immediately if the Camper Trailer develops any fault during the Rental Period. If You fail to notify Us and continue to use the Camper Trailer You will be responsible for any Damage or Third Party Loss.

## 5.8 Unauthorised repairs prohibited

You **must not** let anyone else repair or work on the Camper Trailer or tow or salvage them without Our prior written authority to do so.

## 5.9 Authorised repairs

Where We have given You Our prior authority to repair the Camper Trailer You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

## 5.10 Staying with the Camper Trailer after an Accident

You **must not** leave the Camper Trailer unattended following an Accident and before the arrival of a tow or salvage operator.

## 5.11 Operating the awning

You **must** ensure that the awning set up and operating instructions are always strictly adhered to. If wind or extended periods of rain are expected, You **must** put the awning away and secure it. You are responsible for any damage to the awning as a result of a failure to comply with this condition of use.

## 6 Equipment Supplied with the Camper Trailer

### 6.1 What We supply

At the Start of Rental We will supply:

- (a) one 4.5 kilo gas bottle;
- (b) one fire extinguisher; and
- (c) equipment as noted on the Rental Agreement.

### 6.2 Replacement/refilling costs payable

At the End of Rental You will be charged the refilling cost of the gas bottles and the replacement cost, plus an administrative fee, if the fire extinguisher has been used.

### 6.3 Missing equipment

You will also be charged replacement costs if any of the equipment listed in sub-clause 6.1 is missing or not returned in the same condition as at the Start of Rental, subject to fair wear and tear.

## 7 Insurance or damage cover is not included



### IMPORTANT NOTICE

**Please note there is no insurance or damage cover for the Camper Trailer which is used at Your own risk**

### 7.1 Make your own insurance arrangements

- (a) There is no insurance or damage cover included in the Rental Contract and the Camper Trailer is used by You and any Authorised User at Your own risk.
- (b) If You have comprehensive insurance on the Towing Vehicle You should check with Your insurer as to whether the Camper Trailer is covered for Damage and if not You **do not** have insurance or damage cover for the Camper Trailer and You should be aware that You operate the Camper Trailer at Your own risk.
- (c) We are not responsible for any Damage caused to Your property or the property of any third party resulting from Your use of the Camper Trailer.
- (d) All Damage to the Camper Trailer, whether accidental, or resulting from any other cause, including weather and cyclonic events, You **must** pay in full.
- (e) We strongly recommend that You obtain Your own insurance cover that provides:
  - (i) cover for You and any Authorised User for Damage to the Camper Trailer and the Camper Trailer's market value if it is stolen and not recovered or written off as a result of an Accident; and
  - (ii) indemnity to You or any Authorised User for any claim for Third Party Loss arising from an Accident that occurs during the Rental Period.

### 7.2 Your liability

If You have not obtained Your own insurance cover or Your insurer refuses to accept Your claim:

- (a) if there is any Damage to the Camper Trailer that is repairable You **must** pay Us the full Damage cost;
- (b) if the Damage to the Camper Trailer is so substantial that it is not repairable or it is lost or stolen and not recovered, You **must** pay Us for the replacement cost of the Camper Trailer as at the date of the Accident or theft; and
- (c) You **must** pay any claim for Third party Loss arising from an Accident that occurs during the Rental Period, within a reasonable time of it being made.

### 7.3 No cover for personal items

There is also no insurance or damage cover for personal items that are left in or stolen from the Camper Trailer or for loss or damage to property belonging to or in the custody of:

- (a) You;
- (b) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside; or
- (c) any relative, friend or associate of an Authorised User.

## 8 Rental Period, costs and charges

### 8.1 Your rental

- (a) The minimum Rental Periods are:
  - (i) school holidays: ten (10) days;
  - (ii) Easter: five (5) days; and
  - (iii) at all other times: three (3) days.
- (b) The Rental Agreement shows:
  - (i) the Rental Period for which You have hired the Camper Trailer; and
  - (ii) the Rental Charges.

### 8.2 Cancellation and 'No Show'

- (a) If You cancel Your booking once payment has been made, all funds excluding the processing fee of \$220, will be refunded within 3 Business days of Us confirming receipt of Your cancellation.
- (b) You will be charged the Rental Charges for the Rental Period as booked if:

- (i) Your booking is cancelled within 28 days hours prior to the Start of the Rental; or
- (ii) You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Camper Trailer,

**unless** We are able to rent the Camper Trailer to another renter for an equivalent term and rate.

- (c) A cancellation is not effective until acknowledged and confirmed by Us.

### 8.3 Return of the Camper Trailer

- (a) You must return the Camper Trailer on the date and by the time shown in the Rental Agreement. If You fail to return the Camper Trailer, We may terminate the Rental Contract and if the location of the Camper Trailer is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Camper Trailer as stolen to the Police.
- (b) If the Camper Trailer is returned to Us early there is no entitlement to a refund.
- (c) Unless You have Our prior approval, if You return the Camper Trailer:
  - (i) more than one hour after the date and time set for their return in the Rental Agreement, You will be charged \$165 per day until the Camper Trailer is returned to Us; or
  - (ii) at any time outside Our normal business hours You must pay for the daily Rental Charges and all Damage until the Rental Station next opens for business unless We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

### 8.4 Cleaning of the Camper Trailer

- (a) The Camper Trailer **must** be washed and cleaned prior to its return and any damaged tyres **must** be replaced with new tyres of the equivalent standard to the original.
- (b) The tent area is to be clean and tidy and solvents **must not** be used on an canvas.
- (c) If the Camper Trailer is not returned in a clean and satisfactory condition a cleaning fee of \$200 will be charged and it has been used on extreme off road conditions e.g. Cape York, a cleaning fee of \$350 will be charged.

### 8.5 Fines and infringements

- (a) You and any Authorised Driver **must** pay:
  - (i) fines or charges imposed for parking;
  - (ii) infringements and fines imposed for speeding and other driving offences; and
  - (iii) fines or charges imposed for release of the Camper Trailer if it has been seized by a regulatory authority.
- (b) An administrative fee applies if We are required to nominate You as the responsible driver if any fine or infringement is unpaid.

### 8.6 End of the Rental

At the End of the Rental:

- (a) You **must** return the Camper Trailer clean and in the same condition it was in at the Start of the Rental, reasonable wear and tear excepted; and
- (b) pay:
  - (i) the balance of the Rental Charges (if any);
  - (ii) Damage and any Third Party Loss as a result of an Accident or the theft of the Camper Trailer;
  - (iii) any costs We incur, including extra cleaning costs in reinstating the Camper Trailer to the same condition it was in at the Start of the Rental, reasonable wear and tear excluded;

### 8.7 Verification and adjustment

Any amount payable under the Rental Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable.

### 8.8 Credit card authority

- (a) Subject to these Terms and Conditions, if any amount is due to Us or remains unpaid, including:
  - (i) the Rental Charges;
  - (ii) speeding and traffic fines and infringements;
  - (iii) fines or charges imposed for parking;
  - (iv) extra cleaning costs; and
  - (v) any amount payable for Damage to the Camper Trailer or its loss because of its theft.
- (b) You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

### 8.9 Default in payment

If You default in the payment of any moneys owed to Us under the Rental Contract:

- (a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
- (b) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
- (c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in

accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

## 9 Breakdowns

### 9.1 Roadside assistance

- (a) We will provide You with a Camper Trailer that is of acceptable quality and in good working condition taking into account the age of the Camper Trailer, but breakdowns do occur.
- (b) If the Camper Trailer breaks down during the Rental Period You must contact Us on **0432 326 522** to arrange assistance. If the fault cannot be fixed on site, We will recover and repair the Camper Trailer as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Camper Trailer where one is available.

### 9.2 Assistance not covered

We are not responsible for:

- (a) tyre and wheel changing;
- (b) lost keys; or
- (c) keys locked in the Camper Trailer.

Extra charges will apply if any of these services are provided at Your request.

### 9.3 Consequential and other loss

Subject to the Australian Consumer Law, if the Camper Trailer breaks down We are not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (d) loss of enjoyment; or
- (e) consequential or economic loss.

## 10 Accident reporting



### IMPORTANT NOTICE

**A breach of any part of this clause 10 is a Major Breach of the Rental Contract. See clause 11 for further details.**

### 10.1 Reporting an Accident or theft to Us

- (a) If You or an Authorised Driver has an Accident or if the Camper Trailer is stolen You **must**:
  - (i) contact Us to report the Accident or theft as soon as practicable, but in no case more than 24 hours of it occurring; and
  - (ii) subsequently fully complete an Incident Report Form.
- (b) The Incident Report Form should include as much information as is reasonably practical, including:
  - (i) the information listed in clause 10.3 regarding the contact details for the other driver and witnesses and an accurate written and diagrammatic description of the Accident and its location; and
  - (ii) the circumstances under which the Accident or theft occurred.
- (c) The Incident Report Form **must** be submitted to Us:
  - (i) within seven (7) days of the Accident or theft, or upon the return of the Camper Trailer if it is returned to Us within that seven (7) day period; or
  - (ii) if the Camper Trailer is stolen, immediately the theft of the Camper Trailer is reported to the police.

### 10.2 Reporting an Accident or theft to the police

If the Camper Trailer is stolen or if You or an Authorised Driver of the Camper Trailer has an Accident where:

- (a) any person is injured;
- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- (c) the other party appears to be under the influence of drugs or alcohol,

You or the Authorised Driver **must** also report the theft or Accident to the police as soon as:

- (i) the theft is discovered; or
- (ii) it is practical to do so after an Accident.

### 10.3 Steps You must take following an Accident

If You or an Authorised Driver have an Accident You and the Authorised Driver **must**:

- (a) make the Camper Trailer secure;
- (b) exchange names and addresses, phone numbers and email addresses with the other driver;
- (c) obtain the name of the other driver's insurance company;
- (d) take a photo of the other driver's licence;
- (e) take the registration numbers of all vehicles involved;



- (f) take as many photos as is reasonable showing:
  - (i) the position of the vehicles before they are moved for towing or salvage;
  - (ii) the Damage to the Camper Trailer;
  - (iii) the damage to any third party vehicle or property; and
  - (iv) the general area where the Accident occurred, including any road or traffic signs; and
- (g) obtain the names, addresses, phone numbers and email addresses of all witnesses.

#### 10.4 Subsequent assistance

Subsequent to the Accident of theft You and any Authorised Driver **must**:

- (a) forward all third party correspondence or court documents to Us within seven (7) days of receipt;
- (b) co-operate with Us in the investigation of any Accident or theft claim and supply such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request; and
- (c) co-operate with Us in the prosecution of any legal proceedings that We may institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:
  - (i) Our lawyer's office; and
  - (ii) any Court hearing.

#### 10.5 What You must not do

You and any Authorised Driver **must not**:

- (a) make any admission of fault;
- (b) make any offer or promise to pay or settle any claim for Third Party Loss; or
- (c) agree to indemnify, waive, or release any other party from liability to pay for Damage as a result of an Accident, theft of attempted theft.

### 11 Consequences of a Major Breach of the Rental Contract

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#### 11.1 Major Breach

A Major Breach of the Rental Contract occurs if there is a breach of any of the following:

- (a) clause 2 (who may tow the Camper Trailer);
- (b) clause 3 (prohibited use);
- (c) clause 4 (prohibited areas of use);
- (d) clause 5.6 (reasonable care);
- (e) clause 5.7 (notification of fault); or
- (f) clause 5.8 (unauthorised repairs):

that causes Damage, theft of the Camper Trailer or Third Party Loss; or

- (g) clause 10 (Accident reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

#### 11.2 Termination and repossession

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Camper Trailer if:

- (a) there has been a Major Breach;
- (b) the Towing Vehicle has been driven in a reckless manner whilst towing the Camper Trailer so that a substantial breach of road safety legislation has occurred;
- (c) the Camper Trailer has been illegally parked for longer than 24 hours; or
- (d) the Camper Trailer is apparently abandoned.

### 12 Personal Property Securities Act 2009 (Cth)(PPSA)

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#### 12.1 Interest as bailee

You have no right to, or interest in, the Camper Trailer other than as a bailee and You **must not** endeavour to obtain any other right or interest by Yourself or Your nominee.

#### 12.2 Security Interest

You acknowledge that:

- (a) the Rental Contract may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Camper Trailer;
- (b) We have a Security Interest in the Camper Trailer and the Camper Trailer will at all times remain subject to that Security Interest; and
- (c) We may register the Security Interest on the Personal Property Securities Register.

### 13 Privacy

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#### 13.1 Personal information

We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.

#### 13.2 Why We collect Your personal information

When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.

### 13.3 Reasonable steps for accuracy are taken

We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

## 14 Definitions and interpretation

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### 14.1 Definitions

In these terms and conditions:

**Accident** means an unintended and unforeseen incident, including:

- (a) a collision between the Camper Trailer and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; or
- (c) a weather event, including hail Damage,

that results in Damage or Third Party Loss.

**Authorised Driver** means any driver of a Towing Vehicle who is approved by Us to tow the Camper Trailer and who is recorded on the Rental Agreement prior to the Start of the Rental.

**Camper Trailer** means the Camper Trailer described in the Rental Agreement and includes its parts, components, accessories and equipment.

**Damage** means:

- (a) any loss or damage to the Camper Trailer that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use,

and for the removal of doubt, any Damage to the Camper Trailer that makes it unroadworthy is **not** fair wear and tear.

**End of the Rental** means the date and time shown in the Rental Agreement or the date and time the Camper Trailer is returned to Us, whichever is the later.

**Handover Inspection Report** means the document that shows the condition of the Camper Trailer and lists any Damage at the time of the inspection.

**Loss of Use** means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Camper Trailer is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

**Major Breach** has the meaning set out in clause 11.1.

**Off Road** means any area that is neither a sealed or unsealed road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

**Rental Charges** means the charges payable for renting the Camper Trailer from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

**Rental Period** means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

**Rental Station** means the location from which the Camper Trailer is rented, as shown on the Rental Agreement.

**Security Deposit** means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental.

**Start of the Rental** means the date and time that the rental commences as shown in the Rental Agreement.

**Third Party Loss** means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

**Towing Vehicle** means the vehicle described on the Rental Agreement You have supplied and We have approved as the vehicle that is used to tow the Camper Trailer during the Rental Period.

**Unsealed Road** means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

**We, Us, Our,** means B2B Hire Pty Ltd trading as Bush 2 Beach Camper Trailer Hire ABN 61 677 332 160.

**You, Your** means the person, whether it is an individual, a firm or company or government agency that rents the Camper Trailer from Us and whose name is shown in the Rental Agreement.

### 14.2 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.