



Lonely Boab Pty Ltd Trading As
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Effective 1 NOVEMBER 2016

Definitions:

- **BHC** – Broome Hire Centre and employees
- **EQUIPMENT** – Any equipment supplied by BHC (Including Camper Trailers)
- **HIRER** – Any person who enters into an agreement to hire equipment.
- **AGREEMENT** – Agreement entered into Between BHC and Hirer as outlined below.
- All amounts outlined throughout this agreement are in Australian Dollars

Booking:

- BHC will tentatively book over the Telephone, Fax, Email or Website and hold booking for a period of 48 Hours.
- A booking deposit of 50% of total hire cost is required within 48 hours of booking for confirmation with final payment required 7 days prior to commencement of hire.
- BHC reserves the right to cancel bookings if deposit payments are not received within the specified 48 hours.
- Booking deposit will be deducted from the total hire cost with the balance due upon receipt of equipment.
- BHC reserves the right to deduct any monies for late returns, call costs, cleaning fee, replacement or repairs to equipment from the supplied Credit Card details. Hirers will be informed of any additional charges.
- All credit card details will be destroyed within 7days, unless replacement, repairs or call costs are required to be charged.
- If Credit Card details are unavailable a Cash Security Bond will be requested – dependant on Equipment Hired.

Booking / Hire Period:

- All Equipment will be charged on a "Time Taken" and not "Time Used" Basis.
- All Equipment is hired on calendar day timeframe.
- All Equipment is hired for specified dates on Rental Agreement only. BHC will make every effort to accommodate extensions to the original hire period, However we cannot guarantee that an extension will be achieved.
- Collection and Return times are to be within the Standard opening hours of BHC. 1st May to 30th September - Mon-Fri 8.30am to 4.00pm, Sat, Sun & Public Holidays 8.30am to 11.30am. 1st October to 30th April Mon-Fri 8.30am to 4pm, Closed Saturday, Sunday & Public Holidays.

- All Equipment to be Collected and Returned to BHC depot.
- After hours Collections and Returns may be arranged prior to hire period at a fee as per current Equipment List.
- Delivery and Pick up of Equipment are also available, charged as per current Equipment List.

Cancellation Policy:

- A Cancellation of Hire within 14 days from commencement of hire period will forfeit 50% booking deposit. **Including individual items.**
- A Cancellation of Hire before 14 days of commencement of hire period will have 50% bond refunded with 7 days of cancellation.

Early Returns:

- There are no refunds, partial or otherwise, and no future credit accrued as a result of early return of any Equipment.

Late Returns:

- All equipment is booked on a calendar day basis. EG Pick up 1 Jan Return 7 Jan is 7 days.
- Late returns will be charged at 150% of the daily rate until returned.
- A hirer may be charged the retail price for any equipment required to be purchased to fill another hirers order due to a late return
- BHC is to be notified as soon as possible if the hire is going to be late for any reason.

Equipment:

- All equipment will be supplied in a well maintained condition
- BHC will test all equipment before the commencement of hire
- BHC will not be held responsible for the breakdown of equipment whilst on hire from unforeseen circumstances.
- The Hirer will be charged for the replacement or repairs to any equipment.
- BHC reserves the right to decide at our discretion if damaged equipment can be repaired or replaced.
- BHC will not be held responsible for any injury or damage to the hirer or a 3rd party/property due to incorrect usage or unforeseen faults of the Equipment
- BHC is to be informed as soon as possible if equipment is faulty or requires replacement. NO refund will be processed for repairs or replacement equipment without prior notice.
- Pre Paid Gas bottles are standard with all hires, if guest opts out of the pre paid option, the gas bottle is to be returned full with receipt showing fill on the completion of hire date – charges will apply for gas bottles not filled \$25 filling charge & \$5.50 Kg.
- All Equipment stored on a roof rack whilst travelling must be covered to protect against dirt and damage – cleaning and replacement costs will apply.
- BHC takes no responsibility for the lack of coverage or poor signal strength on all satellite phones.
- BHC will charge \$2.00per 30 seconds or part thereof and will be charged to the provide credit cards once calls have been finalized

Cleaning of Equipment:

- All equipment is to be returned in a clean and undamaged.

- No Smoking, No animals and No excessive Red Dust to be in or on any Equipment.
- Cleaning Fee of \$50.00per hour will be charged if equipment is returned in an unacceptable condition.
- Cleaning Fee of \$100.00 will be charged if Portable Toilet not returned cleaned and empty.

Identification & Age Requirements:

- BHC requires at the time of receiving Equipment, two forms of Identification with one form of Id showing a Photograph.
- BHC requires current residential, postal and contact details of next of kin.
- Hirers of Camper Trailers are to be 21 years of age or older and hold a current non-probationary drivers license.

Modifications or Alterations to Equipment:

- Equipment is not to be tampered with or altered in any way.
- No substitution of any item of Equipment is to be made.
- The cost of any missing, broken, lost or substituted items will be deducted from supplied credit card details.

Unauthorised Use of the Equipment and Repossession:

- BHC may take possession of any Equipment at any time without prior demand and at the Hirers expense if it is illegally parked, used in violation of the law or this Agreement or if it is apparently abandoned.
- The Hirer is not permitted to sub lease or lend the Equipment to any other persons not a party to this Agreement.
- The Hirer warrants that during the rental period the Equipment will be:
- Used or operated in a cautious, prudent and normal manner;
- Not be used or operated by a person under the influence of alcohol or drugs or with a blood alcohol limited in excess of that permitted by the law;
- Not be used to carry volatile liquids, gases, explosives or other corrosive or inflammable material except within it's designed capabilities;
- Equipment is to be used in accordance with manufacturer's instructions.

Repairs and Damages to Equipment:

- If equipment is returned damaged or inoperable the hirer agrees to pay BHC the reasonable cost of the repair or replacement in the event that an item is not repairable or not cost effective to repair.
- All damages to Equipment while in the possession of the Hirer must be reported immediately to BHC.
- All repairs are to be undertaken only if authorized by BHC using qualified service personnel approved by BHC.

Accident, Damages and Liability:

- The Hirer must report to Police regarding any accident, malicious damage caused and/or theft involving the Equipment.
- In the event of an accident involving another vehicle the hirer is required to obtain the registration, make, model and color of the other vehicle, name, address and driver's license details of the driver and the name and contact details of any witnesses and forward these the Police and BHC.

- The Hirer and all parties using any of the Equipment with or without the express permission of the Hirer, understands and agrees that BHC shall not be liable for any costs or damages, loss or inconvenience incurred by the Hirer or any other such party as a result of theft of or from any of our equipment during the period of hire or due to or arising from any breakdown of the Equipment whether caused by fair wear and tear or any reason whatsoever during the period of this agreement. This includes cost such as accommodation, meals, flights, car hire, phone calls, or any other costs incurred by the hirer.
- The Hirer and all parties using any of the Equipment whether with or without the express permission of the Hirer, indemnifies BHC and any related parties with respect to any and all costs, damages or injuries (including damages and injuries to third parties) incurred through the use, misuse or accident arising from the use or misuse of any Equipment whether by negligence of BHC or otherwise.
- The Hirer and all parties using any of the Equipment whether with or without the express permission of the Hirer, also indemnifies BHC and any related parties with respect to any and all costs, damages or injuries incurred through items left in or with the Equipment which are received, handled or stored by BHC before, during or after the hire period whether by negligence or otherwise.
- The Hirer indemnifies BHC against all damage to persons and property in relation to the Hirer's use and control of the Equipment.
- The Hirer understands and agrees that BHC is not accountable for any damage or costs to the Hirer as a result of damage to any towing vehicle.
- BHC gives no express or implied warranty as to any matter whatsoever including without limitation the condition of the Equipment's merchantability or fitness for any particular purpose or use.
- Should the recovery of outstanding monies be warranted, the inclusion of all cost incurred to recover the money including, but not limited to, interest accrued, court costs, legal fees etc, will be at the expense of the Hirer.

Liability:

- A \$500.00 excess is payable by the hirer in the event of damage or loss through accident/fire/theft when all conditions of hire are met. (Excluding immersion in water).
- The hirer is will be responsible for the total cost of the repairs / replacement cost if any of the conditions of the agreement are breached.

Payment:

- BHC accepts payments in Cash, Eftpos and Electronic Funds Transfer.
- Credit Card surcharges: 2% MasterCard , Visa
- All Hires except for Camper Trailer/Trailer are subject to a \$500 bond – imprinted & Pre Authorized.
- Credit Card surcharges apply to bond if the bond is required to be taken due to a breach in the Agreement.

Pricing & Specifications:

- Due to our commitment to continual improvement, prices and specifications are subject to change without notice.

Camper Trailer / Trailer Specific Conditions **(Including the above)**

Bonds & Bond Returns:

- A \$2000 Bond for Camper Trailer and \$750 for Trailer is payable at the time of hire commencement. Bond covers incidentals such as, but not limited to, damage to the Camper Trailer, canvas, equipment, tyre damage and cleaning costs, if required.
- A \$100 key bond is included in the \$2000 bond amount and will be withheld if the keys are lost or not returned with the Camper Trailer.
- Replacement costs for lost or damaged items will be recovered from these bonds. Hirers will be advised of the cost.
- Bond is PRE AUTHORISED via credit card supplied.

Vehicle Condition:

- BHC will be supply the Camper Trailer / Trailer as booked, clean and in apparent good operating condition.
- The Hirer agrees to return the Camper Trailer / Trailer in the SAME condition Together with all accessories that are supplied with Camper Trailer/Trailer.
- Hirer agrees to visually inspect the suspension, tyre condition and wheel bearings **everyday**. Addressing any issues before continuing.
- Cleaning of Canvas to be done with cloth and water only. No abrasive cleaners or cloths are to be used.
- No Smoking, animals or fish cleaning to be done in or on Camper Trailer/ Trailer.
- Camper Trailer / Trailer to be returned cleaned. Removal of all Red Dust, Mud from the exterior and rubbish, and sand, red dirt swept from internal areas.
- Cleaning Fee will be charged at \$500.00 should the Conditions are not be adhered to.

Towing Vehicle:

- The Hirer must have full comprehensive insurance for the towing vehicle and must not have been refused any motor vehicle insurance.
- It is the Hirers responsibility to ensure vehicle is compatible with Camper Trailer / Trailer.
- The Towing vehicle must remain within the legal Gross Vehicle Mass and specified legal towing capacity at all times as stipulated by manufacturers and regulatory authorities.
- The Hirer must observe all Western Australian Road Rules including (but not limited to) towing speed of 100Kms Hour.

Travel Restrictions Camper Trailers:

- BHC reserves the right to restrict Camper Trailer/ Trailer movements in specified areas due to adverse road or weather conditions.
- Camper Trailers / Trailer can be driven on any gazette roads as specified by Main Roads Department.
- No Camper Trailers / Trailer are to be driven on a beach or be subjected to salt water.

- No Camper Trailers / Trailer are to be immersed in fresh water exceeding a depth of 70cm.
- BHC reserves the right to charge Hirer with all costs relating to damages and recovery costs of the Camper Trailer/ Trailer, as well as the right to retain the Security Bond in full for breach of this Agreement.

Repairs and Damages to Equipment:

- Tyre repairs or replacement whilst on hire is the responsibility of the hirer or will be charged at the normal repair / replacement fee should it be returned damaged.
- Tyres used for replacement must be of the approved type, brand and size as nominated by BHC.
- Damage to suspension from misuse, excessive speed and irresponsible driving is the hirer's responsibility.
- Damage to wheel bearings from water is the hirer's responsibility.

Modification or Alteration of Camper Trailer:

- No article whatsoever is to be tied or carried on the roof of a Camper Trailer at any time during the hire period. Failure to adhere to this clause will forfeit the total Bond.
- The Camper Trailer / Trailer is not to be tampered with or altered in any way.
- No substitution of any item of (or included in) the Camper Trailer / Trailer is to be made.
- The cost of any missing, broken, lost or substituted items will be deducted from the Bond.

Booking Number: _____

Name: _____

Signed By Hirer: _____

Date: _____

BHC Employee: _____