



TRAILER RENTAL CONTRACT

Rental contract

The contract (rental contract) you have entered into with NTHB Jones Pty Ltd (ACN 621 985 322) trading as Kwik Campers Tasmania comprises these terms and conditions for the hire of the trailer, the trailer condition report and the booking form. The date of the rental contract is the date the trailer is collected from the Rental station.



Please read the rental contract carefully. If there is anything that you do not understand please ask us before signing the rental contract, as your signature is your acknowledgement that you have read and understood the rental contract in its entirety and that you are bound by it; including receipt of any changes to the terms and conditions.

There are words and phrases used in the rental contract that have a particular meaning that you need to be familiar with.



1. Definitions

Accident means an unintended and unforeseen collision between the trailer and any other object, including another vehicle, that results in damage or third party loss.

Administration fee means the fee charged by us for the administrative costs associated with your rental.

Assessing fee means the fee charged to recover costs involved in having any trailer assessed to determine repair cost by using an external third party.

Charge card means the credit card or debit card you nominated at the start of rental for the debiting of charges under the rental contract.

Claims handling fee means the fee charged for handling your claim and for making arrangements for repairs, towing and other administrative tasks associated with damage or third party loss.

Credit card fee means the fee payable when paying by credit card or debit card.

Debit card means a debit MasterCard or Visa debit card which shows your name printed on the card only. Cards without your name is not accepted as debit cards.

Damage means:

- (a) subject to reasonable wear and tear, any loss or damage to the trailer or any part of it including any rented equipment on it, however caused, that requires repair or replacement,;
- (b) towing and salvage fees; and
- (c) assessing fees; and
- (d) loss of use.

Damage recovery fee means the amount shown in the booking form you must pay us in the event of damage, theft of the trailer or third party loss, subject to these terms and conditions. The damage recovery fee may vary depending on any products you have purchased and the type of trailer you hire. The amount payable is subject to GST.

Estimated rental charges mean the charges we know about at the start of your rental, based on rental period, the payment type you provide for your rental and additional products purchased, outlined on the booking form, which may include, but are not limited to the rental rate we charge for hiring the trailer, the cost of hiring additional equipment, any loss of use fees, and any additional fee which we apply from time to time.

Final inspection means the inspection carried out after we have taken possession of and fully examined and cleaned the trailer at the end of the rental period.

Loss of use means the fee calculated at the daily rate shown in the condition report being our loss because the trailer needs repair and we are waiting for the repairs to be completed or it is a write-off or has been stolen and we are waiting for it to be replaced.

Off road means any area that is not a gazetted road or a sealed road or an unsealed road and includes but is not limited to unformed roads, fire trails, forestry roads, tracks, beaches, sand, deserts, rocks, fields, paddocks or grassed areas or areas of snow, unless the area is a designated camping ground.

Rental charges means all rental and associated charges plus GST or other taxes and levies required by law as shown on the booking form. Rental charges may be different from the estimated rental charges, if, for example, circumstances change, or if you need to pay for any damage to the trailer or any property. Once all charges are known, the estimated rental charges become the rental charges.

Rental station means the location from which you hired the trailer.

Rental period means the period shown in the booking form or as extended by us.

Serious breach means a breach that causes damage, theft of the trailer or third party loss.

Single vehicle accident fee means the charge that may apply when you are involved in an accident that does not involve another vehicle, other than a parked vehicle; or if involved with another vehicle, the other vehicle or its driver has not been identified to us, or at the time of incident the trailer was driving in reverse and other vehicle was stationary.

Start of rental means the date and time that the rental commences at the rental station shown in the condition report.

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

Trailer means the trailer described in the condition report and includes its parts, components, accessories, keys, solar equipment.

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 NTHB Jones Pty Ltd (ACN 621 985 322) trading as Kwik Campers Tasmania.

Young driver fee means the daily surcharge for each driver aged under the age of 25 where such driver must hold a full licence.

You, your means the person, firm, company or organisation renting the trailer or any authorised driver shown in the booking form.



2. Your rental period

- 2.1. Your rental of the trailer from us is for the rental period and at the rate shown in the booking form.
- 2.2. The trailer must be returned to the rental station specified in the booking form on the date and by the time shown in the booking form. If you terminate your rental and return the trailer earlier than

the date shown in the booking form the daily rate payable may be adjusted to reflect the daily rates that apply for shorter rentals.

- 2.3. We understand that circumstances change and that you may require the trailer for longer than the rental period. If so, you must contact us prior to the expiration of the rental period where we may agree or disagree to your request.
- 2.4. If we are unable to agree to your request, you must return the trailer by the date and time specified in your booking form. If you do not do so, you will be required to pay additional rental charges at the time of request.
- 2.5. If we can agree to your request, we will take payment at that time for additional charges resulting from the extension of your rental.
- 2.6. If you fail to contact us before the expiration of the rental period that you require an extension, we may:
 - (a) terminate the rental contract;
 - (b) recover the trailer by lawful means; and
 - (c) report the trailer as stolen.
- 2.7. A 'no show' or 'cancellation' fee may apply if you fail to notify us of your intended cancellation prior to the date and time of the commencement of your reservation.



3. Costs, charges and payments

- 3.1. At the start of rental you must provide your charge card which we will charge to pay your total estimated rental charges as shown on the booking form.
- 3.2. In addition to 3.1, we will charge for a deposit, as security, against your charge card, which we will apply against any additional charges to which you are responsible at the end of your rental period. This amount may vary depending on the type of trailer you hire.
- 3.3. When collecting the trailer, the primary cardholder must be present, unless prior approval has been obtained and approved by us.
- 3.4. At the end of the rental period you must pay us:
 - (a) all rental charges payable;
 - (b) all reasonable costs to return the trailer and additional equipment supplied with the trailer to the same condition it was in at the start of rental, including but not limited to extra cleaning and subject to reasonable wear and tear; and
 - (c) any amounts payable under clauses (i) 3.5 (fines, infringements, penalties and court fees); (ii) 4.1 (damage liability fee); (iii) 4.3 (single vehicle accident fee); and (iv) 5.1 to 5.4 (inclusive) (exclusions to damage cover).
- 3.5. You are liable for and must pay:
 - (a) speeding and traffic fines, infringements and penalties arising from the use of the trailer during your rental period;
 - (b) fines, infringements and penalties arising from parking, clamping, towing, or release of the trailer from compounds; and
 - (c) legal and court fees and other costs which we incur in recovering any rental charges and other costs you do not pay when we require you to do so including any fees or charges imposed by a third party on us or from a debt recovery agency and any other costs reasonably incurred by us in enforcing our rights under these terms and conditions, arising from sub-clauses (a) or (b).

- 3.6. We may supply your details to any regulatory authority upon its request and an administrative fee may apply if we do.
- 3.7. If we have paid any amount for which you are liable pursuant to clauses 3.4 or 3.5 you will also be charged that amount together with an administrative fee.
- 3.8. All amounts payable under the rental contract are subject to subsequent verification and adjustment and details of any adjustments will be provided to you as soon as practicable. If a refund is due to you it will be credited to your charge card. If any amount is due to us you authorise us to charge your charge card with that amount, including an amount up to the damage recovery fee and any amounts payable under clauses 3.2 to 3.5 (inclusive) or 5.1 to 5.4 (inclusive). These charges may be made at any time during or after the end of the rental period.
- 3.9. If currency conversion is required for payment of amounts due to us under the rental contract, we will apply the commercial exchange rate valid at the time we credit or debit your charge card.
- 3.10. If you fail to pay us any amount due under the rental contract you must also:
 - (a) pay us interest on that overdue amount calculated at the rate equal to the rate of interest pursuant to the Supreme Court Rules 2000 Tasmania prescribed from time to time starting 7 days after the date that overdue amount became payable to us and ending on the date of payment of all amounts due; and
 - (b) pay the reasonable costs and charges we incur in recovering or attempting to recover that overdue amount, including debt collection fees and legal costs.



4. Damage cover and payment for damage

- 4.1. If there is damage, theft of the trailer or third-party loss for each separate accident or theft you must pay up to the damage recovery fee shown in the booking form.
- 4.2. Subject to clause 5, if you are involved in a single trailer accident, a single vehicle accident fee may apply in addition to any damage recovery fee, for each incident.
- 4.3. You will not be liable for the damage recovery fee shown in the booking form for a claim if acting reasonably we agree that you were not at fault and:
 - (a) you are ordinarily an Australian resident;
 - (b) you hold an Australian driver's license;
 - (c) you have fully completed our incident report form with:
 - (i) the name, residential address, contact phone and license number of any person involved (third party);
 - (ii) the registration numbers of all vehicles involved;
 - (iii) an accurate written and diagrammatic description of the accident and location;
 - (iv) the names of attending police officers and the stations at which they are based; and
 - (d) you have supplied or we have established the name of the insurer of any third party you believe was at fault and we reasonably believe that the insurer will agree to pay us for the damage.
- 4.4. If the damage recovery fee and single vehicle accident fee (where applicable) is payable under clauses 4.1, 4.2 and 4.3:
 - (a) upon inspection of the trailer we may make a reasonable estimate of damage and debit your charge card that estimated amount up to but not exceeding the damage recovery fee and single vehicle accident fee shown in your booking form; and
 - (b) once damage has been assessed we will:

- (i) debit your charge card with the difference up to a total amount not exceeding the damage recovery fee and single vehicle accident fee shown in your condition report if the assessed amount is greater than the estimate; or
 - (ii) credit your charge card with the difference if the assessed amount is less than the estimate, and forward to you a tax invoice for the assessed amount;
- (c) if we receive notification of third party loss we will make a reasonable estimate of your liability for that loss and:
- (i) debit your charge card for the amount of that estimate; or
 - (i) if an amount has already been debited under subclauses (a) or (b), debit your charge card for the additional amount of that estimate, up to but not exceeding the damage recovery fee and single vehicle accident fee shown in the booking form or on the condition report.
- 4.5. We will refund:
- (a) the damage recovery fee paid pursuant to clause 4.4:
 - (i) in full if we recover the damage from a responsible third party or their insurer or successfully reject or defend a claim for third party loss; or
 - (ii) on a pro rata basis if we recover only a proportion of any amount claimed for damage;
 - (b) any surplus amount if a claim for third party loss is rejected or defended for an amount less than the damage recovery fee paid pursuant to clause 4.5.
- 4.6. In making a refund we may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the damage cost or rejection or defence of a claim for third party loss, which may include, but is not limited to our claims handling fee.



5. Exclusions to damage cover

- 5.1. You have no cover if there is a serious breach of the rental contract even if damage cover products have been purchased and the damage recovery fee and single vehicle accident fee have been paid.
- 5.2. You have no cover for damage to the trailer's wheels or tyres unless you have purchased damage cover products.
- 5.3. Even if you purchase one of our damage cover products and you pay the damage recovery fee you have no cover for:
 - (a) damage or third party loss caused by the use of the trailer in any area prohibited by the rental contract;
 - (b) overhead damage being anything above the trailer top frame (including tent, solar panel and awning);
 - (c) damage, underbody damage or third party loss caused deliberately or recklessly by you;
 - (d) damage caused by total or partial inundation, intrusion or immersion of the trailer in water or exposure of the trailer to salt water, including that which occurs whilst the trailer is being transported;
 - (e) damage or third party loss caused or contributed to by you where you leave the scene of the accident prior to the attendance of the police or reporting the accident to the police;
 - (f) damage caused as a result of you attaching any equipment to the trailer, or using that equipment, including, but not limited to roof racks, bike racks, snow chains, ramps and any associated equipment; or

- (g) damage or loss caused as a result of unauthorised towing, trailer repairs or modifications, carried out without our prior approval.
- 5.4. There is also no cover for:
 - (a) the full cost of replacing or repairing any accessories, equipment or specialised equipment supplied by us including, but not limited to lost keys, solar or electrical equipment, and any associated equipment;
 - (b) property owned by you or any passenger that is stolen from the trailer, lost or damaged during the rental period or left in the trailer after the trailer is returned to the rental station;
 - (c) loss or damage to your property, the property of a member of your immediate family or of an entity related to you, that arises from the use of the trailer;
 - (d) damage, theft of the trailer or third party loss if your rental contract is for customer own insurance;
 - (e) towing costs if the trailer needs to be towed because of something that you have done or caused to be done to the trailer that requires the trailer to be towed;
 - (f) damage caused as a result of your failure to promptly clean any component of the trailer of mud, dirt and dust, when using the trailer in remote areas; or
 - (g) damage or loss caused to the trailer due to hail.

6. Your responsibilities

- 6.1. In this section, we set out the responsibilities you have to us when you hire one of our trailers.
- 6.2. The trailer must only be towed by you.
- 6.3. You must hold a full, current, unrestricted driving license for the rental period valid and that shows your current residential address and which is written in English, an international license translated into English, or an international drivers permit; although some exceptions may apply upon application.
- 6.4. You must also:
 - (a) allow us to inspect and keep a copy of your license at the commencement of your rental period and any time during the rental period; and
 - (b) fully inspect the trailer at the start of rental to ensure that the condition of the trailer and any pre-existing damage is accurately noted and shown in the condition report and booking form, and all equipment hired is present. If there is any discrepancy you must notify us prior to leaving the rental station.
- 6.5. During the rental period you must:
 - (a) take all reasonable care of the trailer:
 - (i) to prevent damage, theft of the trailer and third party loss;
 - (ii) to ensure that the trailer is not overloaded by the weight of goods carried;
 - (iii) by using any security device fitted to or supplied with the trailer; and
 - (iv) by taking steps to protect the trailer against inclement weather such as closing the tent and storage boxes to prevent the entry of rain;
 - (v) by taking steps to prevent damage as a result of loading or unloading the trailer, ensuring any load is secured, and all applicable legislation for trailer loading and transportation of goods is followed;

- (b) keep the trailer locked and secure and the keys under your personal control at all times and you must be able to produce those keys in the event of a theft of the trailer;
 - maintain the trailer's tyre pressures; and
 - (c) operate the trailer, and any additional equipment in line with applicable specific instructions.
- 6.6. During the rental period you must also:
- (a) return the trailer and any accessories, equipment or specialised equipment supplied by us in the same condition as at the start of rental, subject to reasonable wear and tear;
 - (b) immediately upon request provide us and any regulatory authority your full, accurate and up-to-date information relating to the use of the trailer during the rental period;
 - (c) you must notify us as soon as possible, and no later than 24 hours after an accident or incident (unless there are circumstances under which it is impractical or impossible for you to advise us within 24 hours, and you can produce documented evidence of those circumstances on our request), of any damage or loss that has occurred by contacting the rental station from which you rented your trailer and providing full details to us by completing an incident report form, which we will supply to you;
 - (d) in the event of any incident or accident, notify the police if required under relevant legislation; and
 - (e) remain in contact with us for the purpose of providing assistance with the investigation of any incidents or accidents, including attendance of any court proceedings related to your rental contract as reasonably requested by us, until we notify you that your assistance is no longer required.
- 6.7. You must never:
- (a) use the trailer when it is unsafe;
 - (b) tow the trailer whilst under the influence of alcohol or drugs or have a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit in the state or territory where the trailer is driven;
 - (c) fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment in the state or territory in which the trailer is towed;
 - (d) tow the trailer whilst your driving license is subject to any restriction or condition; commit:
 - (i) any willful, deliberate or criminal act, including an act of driver abuse; or
 - (ii) an act of connivance with any person acting for you or on your behalf, that causes damage or third party loss;
 - (f) tow the trailer dangerously or recklessly;
 - (g) use the trailer for off-roading, reliability trials, a race, rally or contest, speed testing, driving instruction, to propel or tow another trailer or other vehicle, or in violation of any legislation, order or regulation affecting the use, loading or condition of the trailer;
 - (h) use the trailer for any illegal purpose or in a manner which would result in a criminal offence;
 - (i) sell, rent or dispose of the trailer;
 - (j) register or claim to be entitled to register any interest in the trailer under the Personal Property Securities Act 2009;
 - (k) provide us with information you know to be false or misleading, or knowingly fail to give us all the relevant information you have when assisting us with investigations pertaining to any incident or accident, or any court proceedings related to your rental contract;

- (l) use the trailer for carrying any dangerous goods or substances, any flammable items or toxic substances; or
 - (m) use the trailer off road.
- 6.8. You must not:
- (a) leave the keys to the trailer in it or with it whilst it is unattended or unoccupied by you;
 - (b) leave the trailer unattended following an accident and before the arrival of a tow or salvage operator, except if your health or safety would otherwise be endangered;
 - (c) modify, tamper with, or repair the trailer in any way, including, but not limited to, the installation of any accessories;
 - (d) use the trailer for the transport of passengers or property for hire, fare or reward unless you have our prior written authority;
 - (e) use the trailer for transporting any animals, unless specifically approved by us;
 - (f) transport the trailer on a ferry or ship or other watercraft without our permission. Even if we grant you permission however, you have no cover for costs incurred for damage or loss of the trailer or any equipment, together with the cost of any damage you cause to other property whilst the trailer is being transported, even if the maximum damage recovery fee has been paid.
- 6.9. You and any passengers must not smoke in the tent supplied with the trailer.
- 6.10. You must not take the trailer between mainland Australia and Tasmania in either direction, unless given written prior approval as authorised by us.



7. Our responsibilities

- 7.1. When you make a reservation with us, we will provide a trailer and any additional equipment requested (subject to availability), that is of acceptable quality and in good working order for the rental period.
- 7.2. If the trailer breaks down during the rental period because of our negligence we will recover and repair the trailer as soon as possible. If the trailer cannot be repaired, we will use our best endeavors to provide a replacement trailer of an equivalent size and standard to the previous trailer for the remainder of the rental period.
- 7.3. If you return the trailer outside of our operating hours, you are responsible for damage to the trailer that may occur, for any reason, until the next business day when we have had an opportunity to inspect the trailer.
- 7.4. If it is not possible to conduct an inspection of the trailer with you at the end of the rental period we will use our best endeavours to confirm the condition of the trailer with you within 4 working hours of the final inspection.
- 7.5. Unless we are negligent or as required by law, we will not be responsible for any loss (including loss of profits), damage, costs or expenses which you incur, or death or personal injury to you or any other person, as a result of your rental.
- 7.6. We are only responsible for any direct loss that you suffer as a result of our breach of the rental contract. We are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.



8. Roadside assistance, breakdown, accident and repair

- 8.1. Free roadside assistance is provided for inherent mechanical faults in the trailer, but fees and charges apply for all other faults or driver induced errors. Generally, these fees and charges apply to faults and driver induced errors such as:
 - (a) a flat battery (and not due to mechanical fault);
 - (b) lost keys; or
 - (c) changing a wheel as the result of a flat tyre.
- 8.2. We reserve the right not to replace the trailer if it is involved in a major accident or there has been major damage or you have committed a serious breach of the rental contract.
- 8.3. If:
 - (a) a warning light or fault message appears in the trailer;
 - (b) you see or become aware of low tyre pressures; or
 - (c) the trailer develops any fault during the rental period,you must inform us immediately via the contact details in the condition report and not use the trailer unless we have authorised you to do so. If you fail to notify us and continue to use the trailer you will be responsible for any damage or third-party loss.
- 8.4. You must not let anyone work on the trailer or arrange or undertake any repairs to the trailer or towing or salvage of it unless we have given you our prior authority. 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 serious breach of the rental contract. There is no cover for any damage or loss caused to the trailer as a result of unauthorised towing, salvage, or repair to the trailer.
- 8.5. You must immediately report any accident or theft of the trailer to us and complete all other documentation that we require. You must forward any third-party correspondence or court documents to us within 7 days of receipt.
- 8.6. If you have an accident in which:
 - (a) a person is injured;
 - (b) the other party failed to stop or exchange details;
 - (c) the trailer or any other vehicle is towed; or
 - (d) a driver appears to be under the influence of intoxicating liquor or drugs,a report must also be made to the police immediately.
- 8.7. If the trailer is stolen a report must be made to the police immediately once the theft is discovered.
- 8.8. If you have an accident you must also:
 - (a) make the trailer secure;
 - (b) get the names and addresses of all persons involved, including witnesses;
 - (c) supply us with any information concerning the driver of the vehicle and you must allow us direct access to the driver of the vehicle and you must fully co-operate in allowing us to gain such access;
 - (d) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability unless we have given you written consent;
 - (e) permit and assist us to bring, defend, enforce or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and

(f) allow us to claim in your name under any applicable substitute insurance, and do everything that may be required to assist us in making such a claim.

9. End of the rental contract

- 9.1. At the end of the rental period, you must return the trailer to us:
 - (a) to the rental station;
 - (b) in the same condition it was in at the start of rental, subject to reasonable wear and tear; and
 - (c) at the date and time set in the booking form.
- 9.2. We allow you a grace period of 2 hours for the return of the trailer but if it is returned to us more than 2 hours after the time set for its return in the booking form we will charge you for an additional day (or days if relevant) at the rate specified in your booking form, additional equipment you have hired, and any other daily surcharges for each additional day (or days if relevant) by which you are late.:
- 9.3. If the rental contract has not been extended by us and the trailer is returned to us more than 24 hours after the time set for its return in the booking form there is no damage cover so that you are liable for damage and third party loss and any repossession charges or costs we incur in this default period.
- 9.4. If you return the trailer to us when the rental station is closed, or any place other than our rental station unless it is an after hours return location that we advise you of in advance of your return:
 - (a) a one way fee may apply; and
 - (b) you are liable for and must pay:
 - (i) for damage and third party loss; and
 - (ii) the rental charges, until the final inspection has been conducted.
- 9.5. If a deposit has been prepaid to us it is fully refundable to you provided that at the end of the rental period:
 - (a) all amounts due to us under the rental contract have been paid;
 - (b) the trailer has been returned to the rental station at the date and time set in the booking form;
 - (c) there is no damage or third party loss;
 - (d) the interior and exterior are clean; or
 - (e) there has not been a serious breach of the rental contract.
- 9.6. We reserve the right to retain all or part of a deposit if there is a breach of any of these conditions.

10. Termination of the rental contract

- 10.1. We may terminate the rental contract and take immediate possession of the trailer if you commit:
 - (a) a serious breach of the rental contract; or
 - (b) a reckless breach of road or traffic legislation.
- 10.2. If the rental contract is terminated by us pursuant to clause 10.1:
 - (a) you must pay for:
 - (i) damage to trailer or any equipment supplied with the trailer;
 - (ii) loss of the trailer or equipment as a result of theft;

- (iii) third party loss;
 - (iv) storage, repossession and recovery fees;
 - (v) fees for the release of the trailer from compounds;
 - (vi) roadside assistance;
 - (vii) administrative and legal costs of recovery;
 - (viii) the rental charges; and
 - (ix) compensation for loss of use as a result of trailer recovery and/or damage;
- (b) it will not affect our right to receive any money we are owed under the rental contract; and
- (c) you give us permission to access and enter your premises to repossess the trailer without using unreasonable force or causing damage.



11. Applicable law

- 11.1. 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 that law or any other federal, state or territory legislation.
- 11.2. The laws of Tasmania govern the rental contract.
- 11.3. To the extent permitted by law, our liability pursuant to any relevant Australian law is limited at our option to the replacement, repair, or re-supply of the trailer for the remaining term of your rental or reimbursement of your rental charges.



12. Dispute resolution

- 12.1. If you believe there has been an error in your account or if you have any complaint, our staff will help you in every way they can to rectify the error or resolve the complaint.

Signed _____ Date _____

Please Note All Vehicles



NO SMOKING