

# INFORMATION SHEET – PLEASE READ

Dear Consumer (you, your),

Before entering into an agreement with Camplify Co (Australia) Pty Ltd ACN 603 217 287 (us, we, our), please ensure that you have read and understand this Information Sheet and the Hirer Terms and Conditions (Terms) to which this information Sheet is annexed and to which it relates.

If you do not understand this Information Sheet or the Terms you should seek independent legal advice.

These documents govern our dealings with you and how we are to provide our services to you, as well as our obligations to you and your obligations to us. You should be aware that the Terms contain provisions that may substantially prejudice your interests, including but not limited to the following clauses (any defined terms used in this Information Sheet have the same meaning as set out in the Terms):

Clause 6.11: If the Accident Excess Deposit or Pre-Authorisation does not cover the costs that result from any Accident or Damage that you cause to the Equipment, you may be liable for all additional costs up to the Accident Excess Amount. The Accident Excess Amount is determined based on the Accident Excess Reduction Package (AER) that you choose through the Camplify Website.

Clause 7.2: This clause sets out the circumstances in which you will not have any Accident or Damage cover even if you purchase an Accident Excess Reduction Package (AER).

Clause 9.1 This clause limits (to the extent permitted by any relevant law) or completely excludes our liability for any indirect or consequential loss you may suffer should the Equipment break down or where it is not fit for purpose.

Clause 10.3: This clause sets out your obligations in relation to confirming the suitability of the Equipment Owner's insurance policy. If you fail to meet the obligations set out in this clause, you may not be covered in the event of an Accident or any Damage to the Equipment.

Clause 10.4  
& 10.5:

This clause excludes our liability in the event that the insurance cover benefitting you is insufficient, ineffective or inadequate, or if indemnity under the Policy is denied.

Clause 10.7:

You are not provided with any insurance cover for personal items that are left in or stolen from the Equipment and you are strongly recommended to take out your own insurance policy to cover any such loss.

Clause 13.4:

Where you experience a breakdown and the NRMA needs to be engaged, our liability for the costs retrieving the Equipment is limited to the lowest cost of:

- a) up to 50km towing in metro and country areas;
- b) up to 100km towing in remote areas; or
- c) or up to \$3000 in towing cover in the event of a major mechanical breakdown

Clause 14:

Where you cancel your booking with us you may be required to pay a cancellation fee in accordance with the Camplify Cancellation Policy.

# CAMPLIFY HIRER TERMS AND CONDITIONS

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## THE PARTIES AGREE AS FOLLOWS:

### 1. HIRING TERMS AND CONDITIONS AND DEFINITIONS

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- 1.1 The contract You have entered into with Camplify for the hire of the Equipment comprises:
- (a) the Camplify tax invoice for the Rental of the Equipment issued to You prior to the Start of the Rental, including the payment receipt and booking confirmation email (**Tax Invoice**);
  - (b) these rental terms and conditions;
  - (c) the Camplify Policies;
  - (d) any other terms, documents or policies provided or adopted by Camplify and provided or notified to You prior to the Start of the Rental,
- (collectively **the Camplify Hire Contract**).
- 1.2 The date of the Camplify Hire Contract is the date shown in the Tax Invoice. If the Equipment Owner operates a commercial hire business with its own terms and conditions You must also accept those terms and conditions, however, to the extent that there is any inconsistency between the Equipment Owner's terms and conditions and the Camplify Hire Contract, the Camplify Hire Contract will prevail.
- 1.3 We ask that You take Your time to read the Camplify Hire Contract carefully before commencing Your Rental as We want You to fully understand Your rights and obligations. When You read the Camplify Hire Contract, If there is anything that You or an Authorised Driver do not understand please as advise Us before the Start of the Rental as Your acceptance of these terms through the Camplify Website is Your acknowledgement that You have read and understood the Camplify Hire Contract in its entirety and that You agree to be bound by it.
- 1.4 We may use electronic signatures or click wrap or browse wrap agreements as a means of entry into this Camplify Hire Contract. When You insert an electronic

signature or accept a click wrap or browse wrap agreement by the means provided, including but not limited to, accepting a check or tick box to acknowledge

acceptance, You consent to the use of this means of acknowledgement and acceptance of all or any part of the Camplify Hire Contract, including but not limited to, Your obligations under the Camplify Hire Contract.

## 1.5 Definitions and Interpretation

The following terms have the corresponding meanings set out below:

**Accident** means an unintentional and unforeseen event, mishap or incident that results in Damage to the Equipment or Third Party Loss that occurs while the Equipment is being hired or rented by You.

**Accident Excess Amount** means the total amount payable by You, as set out in the Tax Invoice. The Accident Excess Amount will be calculated in accordance with clause 6. The total amount payable by You is subject to the Accident Excess Reduction Package that You select at the time of making a booking for a Rental on the Camplify Website.

**Accident Excess Deposit** means the amount that may be payable by You to Us at Start of the Rental pursuant to the relevant Accident Excess Reduction Package that You select. For the avoidance of doubt, You acknowledge that We may not require You to pay an Accident Excess Deposit and may verify that funds are available on Your supplied credit card instead in accordance with clause 6.3 this Camplify Hire Contract.

**Accident Excess Reduction Package** means the Accident Excess Reduction Package selected by You, as set out in the Tax Invoice. The range of available Accident Excess Reduction Packages is set out at <https://www.camplify.com.au/accident-excess> as may be amended from time to time. Also known as the Accident Excess Reduction (AER) on the Camplify Website.

**Authorised Driver** means any driver of the Equipment approved by Us in writing on the Tax Invoice prior to the Start of the Rental.

**Camplify** means Camplify Co (Australia) Pty Ltd ACN 603 217 287.

**Camplify App** means the Camplify application for download on any apple or android device via the app store.

**Camplify Cancellation Policy** means the Camplify Cancellation Policy available at <https://www.camplify.com.au/cancellation-policies> as may be amended from time to time.

**Camplify Dispute Resolution Policy** means the Camplify Dispute Resolution Policy available <https://www.camplify.com.au/dispute-resolution> as may be amended from time to time.

**Camplify Extenuating Circumstance Policy** means the Camplify Extenuating Circumstance Policy available at <https://www.camplify.com.au/covid-19/extenuatingcircumstances> as may be amended from time to time.

**Camplify Hire Contract** has the meaning given to that term in clause 1.1.

**Camplify Policies** means the Camplify policies referred to in this Camplify Hire Contract and any other policies adopted by Us from time to time as notified to You on the Camplify Website.

**Camplify Privacy Policy** means the Camplify Privacy Policy available at <https://www.camplify.com.au/terms> as may be amended from time to time.

**Camplify Website** means the website at <https://www.camplify.com.au/for-owners>.

**Change of Mind** is defined as any refund that is not determined to be covered under an Extenuating Circumstance

**Confidential Information** means all information regardless of its form passing between Us and You, or which a party becomes aware of, relating to the business of the other party or which is marked confidential or otherwise intended to be kept confidential or secret before or after the date of this Agreement, except information which is public knowledge at the time of its receipt from the other party.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Damage** means:

- (a) any loss or damage to the Equipment including its parts, components and accessories, however caused, that requires repair or replacement, subject to Fair Wear and Tear;
- (b) towing and salvage fees;
- (c) assessing fees;
- (d) any other damage contemplated in clause 6 or clause 7; and
- (e) Loss of Use, and for the removal of doubt, damage from a single event to the Equipment's windscreen, lights, wheels or tyres that makes the Equipment unroadworthy is not Fair Wear and Tear.

**End of the Rental** means the date and time shown in the Tax Invoice or the date and time the Equipment is returned to the Equipment Owner, whichever is the later.

**Equipment** means the Equipment Owner's equipment that may be hired / rented to You. This may include but is not limited to caravans, camp trailers, motor homes or other recreational vehicles as described in the Tax Invoice.

**Equipment Rental Services** means certain ancillary items that an Equipment Owner may choose to make available for rental by You, alongside the Equipment. This may include but is not limited to equipment such as portable speakers, beach umbrellas, bike racks, portable barbecues or electric brake controllers.

**Equipment Owner** means the person or company that owns the Equipment. For the avoidance of doubt, You acknowledge that We do not own or operate the Equipment.

**Extenuating Circumstances** means as extenuating circumstance as determined and notified by Us on the Camplify Website.

**Fair Wear and Tear** is as set out in the Fair Wear and Tear Guide – Camplify Owners and Hirers available at <https://www.camplify.com.au/fair-wear-and-tear-guide> as may be amended from time to time.

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

**Major Breach** means a breach of any of clauses 3, 4, 5, 6.1, 6.2, 6.3, 6.4, 6.9, 6.11, 6.14, 6.15, 6.16, 6.17, 8, 10 and 11 of the Camplify Hire Contract.

**Mechanical Breakdown** means the failure of mechanical and/or accessories, as determined by Camplify, which may include the living cabin, water pump and/or shower/toilet. Defects and repairs of Wi-Fi, travel devices, radio, TV, CD or DVD player, awning, cruise control, etc. are not considered mechanical breakdowns.

**NRMA** means National Roads and Motorists' Association Limited ABN 77 000 010 506.

**Off Road Hirer Checklist** means the off road hire checklist and guidance found on the Camplify App and the Camplify Website, further details are available at: <https://www.camplify.com.au/off-road> as may be amended from time to time.

**Overhead Damage** means overhead damage to the Equipment during the Rental Period, and more specifically:

- (a) for motorhomes and campervans, overhead damage means Damage above the top of the door seal or the top of the front and back windscreens; and
- (b) for caravans and pop ups, overhead damage means Damage to anything or anywhere above the area where the side walls meet the roof of the van,

or damage to third party property, caused by the Equipment coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Equipment, or You or any person standing or sitting on the roof of the Equipment.

**Post-Hire Checklist** means the post-hire checklist found on the Camplify App, further details are available at: <https://camplify.freshdesk.com/en/support/solutions/articles/35000160643> as may be amended from time to time.

**Pre-Hire Checklist** means the pre-hire checklist found on the Camplify App, further details are available at: <https://camplify.freshdesk.com/en/support/solutions/articles/35000162917> as may be amended from time to time.

**Related Bodies Corporate** has the same meaning as in the Corporations Act.

**Rental** means the rental or hire of the Equipment owned by the Equipment Owner to You through the Camplify Website.

**Rental Charges** means the charges payable by You for renting the Equipment from the Equipment Owner, including the daily rate for the hire of the Equipment and any Equipment Rental Services, together with GST and any other taxes or levies which are all fully set out in the Tax Invoice.

**Rental Location** means the location of the Equipment Owner as shown in the Tax Invoice.

**Rental Period** means the period set out in the “dates” field in the Tax Invoice commencing at the Start of the Rental and concluding at the End of the Rental date. For the avoidance of doubt, the rental period covers the number of whole days **and** any part days from the Start of the Rental to the End of the Rental. By way of example, if You pick up the Equipment at 12:00PM on a Friday and return the Equipment at 12:00PM on a Monday you will be charged for four (4) full days.

**Sealed Road** means a road sealed with a hard material such as tar, bitumen or concrete.

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

**Third Party Loss** means any loss or damage to third party property, including but not limited to, loss of the Equipment Owner, other motor vehicles and any claim for third party loss of income or consequential loss.

**Towing Vehicle** means the vehicle used to tow the Equipment as described and approved by Us in the Tax Invoice.

**Underbody Damage** means any damage to the Equipment caused by an impact to the underside of the Equipment by an impact with the road or any obstruction that does not arise as result of an impact with another vehicle.

**We, Us, Our,** means Camplify Co (Australia) Pty Ltd ACN 603 217 287.

**You, Your** means the person, whether it is an individual, a firm or company that rents the Equipment from the Equipment Owner through Camplify.

**Young Driver Bond** means the amount payable by You to Us in accordance with clause 3.5, being the amount of \$600.00 or such other amount as notified by Us to You in advance of a booking being made by You.

## **2. CAMPLIFY ACTING AS AGENT**

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- 2.1 Camplify carries on the business of providing an online platform, being the Camplify Website, for the renting of equipment such as caravans, camp trailers, motor homes or other equipment to customers on a 'peer to peer' and commercial basis.
- 2.2 Camplify is the provider of the Camplify Website only. You acknowledge that Camplify does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any equipment for hire under the Camplify Hire Contract, including the Equipment. The Equipment Owner is responsible for its Equipment, and the information provided in the listing about the Equipment on the Camplify Website.
- 2.3 The Equipment Owner has appointed Camplify as its agent to market and promote the rental of the Equipment and provision of the Equipment Rental Services, and Camplify has accepted that appointment.

## **3. HIRING TERMS AND CONDITIONS**

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### **Who may operate the Equipment?**

- 3.1 Only You or an Authorised Driver may operate the Equipment. If You let anyone who is not authorised by Camplify in writing to tow or drive the Equipment it is a Major Breach of the Camplify Hire Contract. Any Authorised Driver who is not You, must be added by completing the Pre-Hire Checklist at the time of handover with the Equipment Owner. Any driver not added to the Pre-Hire Checklist who causes an Accident or Damage will be required to pay all costs resulting from the Accident or Damage, including but not limited to, potential loss of income and any other special, indirect or consequential loss suffered or incurred by the Equipment Owner.
- 3.2 If there is a Major Breach of the Camplify Hire Contract neither You nor any Authorised Driver has cover for any Accident, Damage or Third Party Loss. You and any Authorised Driver will be personally liable for any Accident, Damage or Third Party Loss that results from Your breach of the Camplify Hire Contract.

- 3.3 We set a minimum age limit for those hiring, operating and towing the Equipment. You and any Authorised Driver must be at least 25 years of age unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown on the Tax Invoice or is otherwise agreed in writing with the Equipment Owner.
- 3.4 You and any Authorised Driver must also have a full valid licence to drive and operate the Equipment that is not subject to any restriction or condition. Probationary licence holders and learner drivers are not accepted and must not tow or drive the Equipment.
- 3.5 In some cases, the minimum age may be reduced or waived with written permission from Camplify. In the event that We allow You or an Authorised Driver under the age of 25 to hire Equipment, you must pay the Young Driver Bond.
- 3.6 You must comply with all applicable state and federal laws and regulations in connection with the Rental and this Camplify Hire Contract, including but not limited to, all relevant traffic laws and regulations.
- 3.7 The prohibitions and requirements contained in the Camplify Hire Contract regarding the use of Equipment extends to the vehicles used to tow the Equipment (if applicable).

#### **4. PROHIBITED USE**

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- 4.1 The Equipment must not be operated or driven if the Authorised Driver's licence or Your licence has been cancelled or suspended in the two (2) year period before the date of the Tax Invoice.
- 4.2 You and/or any Authorised Driver must not:
- (a) use or operate the Equipment if You or any Authorised Driver is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law and You and any Authorised Driver must not fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
  - (b) act recklessly or dangerously when using or operating the Equipment; or
  - (c) use or operate the Equipment while the Equipment is damaged, unroadworthy or unsafe;

- (d) carry, or allow the Equipment to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Equipment, or any other directions provided by Camplify or the Equipment Owner, and You and the Authorised Driver must ensure that each passenger in the Equipment appropriately uses the seat belt restraint;
- (e) overload the Equipment (exceeding either its gross vehicle mass, or if being towed, the combined vehicle mass or the tow vehicle's tow capacity);
- (f) drive the Equipment after an accident or hitting an object (including an animal) until You have obtained Our approval to do so, provided it is reasonable in the circumstances to do so;
- (g) use the Equipment to prepare, commit or assist in the preparation or commission of any illegal activity or terrorist act.

4.3 You and any Authorised Driver must not use the Equipment:

- (a) for any illegal purpose;
- (b) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
- (c) to carry passengers for hire, fare or reward; or
- (d) in connection with the motor trade for experiments, tests, trials or demonstration purposes, unless permitted in writing by Camplify.

4.4 You and any Authorised Driver must not:

- (a) modify the Equipment in any way;
- (b) sell, rent, lease or dispose of the Equipment; or
- (c) register or claim to be entitled to register any interest in the Equipment under the *Personal Property Securities Act 2009* (Cth).

4.5 You and any Authorised Driver must not:

- (a) smoke or allow any other person to smoke in the Equipment; or

- (b) use the Equipment to transport any animals except assistance animals with Our prior written approval.

## 5. WHERE THE EQUIPMENT CAN AND CANNOT BE USED

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- 5.1 Where the Equipment is for on road use, the Equipment must be operated on a Sealed Road at all times with the exception of:
- (a) well maintained access roads less than 10 kilometres in length that are used for access to recognised camping grounds; or
  - (b) a road where roadwork is being conducted by a statutory road authority.
- 5.2 Equipment must not be used in any area that is prohibited by Us. Prohibited areas include: roads that are prone to flooding or are flooded; beaches, streams, rivers, creeks, dams and floodwaters; any road where the police or an authority has issued a warning; any road that is closed; any road where it would be unsafe to drive the Equipment; any area where snow has fallen or is likely to fall; and any area that is off-road; and, where prior notice has been provided to You, any other areas that Camplify determines is a prohibited area from time to time.
- 5.3 If the Equipment Owner has an appropriate insurance policy as approved by Camplify the Equipment may be eligible for off road usage.
- 5.4 The Equipment Owner must provide written authorisation for use of the Equipment Off Road before the Rental commences.
- 5.5 You must sign the Off Road Hirer Agreement for the Equipment to be used off road before the Rental commences.
- 5.6 Only Equipment that is specially built for off road activity by the manufacturer is permitted to be used in an off road environment.
- 5.7 Whilst being driven in an off road manner, Underbody Damage and accidental damage to suspension or drive-train components or underbody panels or apparatus fixed beneath the Equipment, is considered a breach of the Camplify Hire Contract and may not be covered by the Accident Excess Reduction Package. Please check the Equipment Owner's insurance policy before undertaking any off road activity.

5.8 Camplify reserves the right at its sole discretion to restrict the use of Equipment in certain areas due to adverse road or weather conditions, or because of the distance to certain destinations in relation to the length of the rental period.

## **6. YOUR OBLIGATIONS AND YOUR LIABILITY – ACCIDENT EXCESS REDUCTION PACKAGES**

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### **Your Obligations and Pre-Authorisation**

6.1 At the Start of the Rental You must:

- (a) provide an acceptable credit card or debit card for the purposes of this clause  
When collecting and returning the Equipment, the primary cardholder must be present;
- (b) pay Us the Accident Excess Deposit (if applicable) and any other applicable upfront costs payable under Your Accident Excess Reduction Package;
- (c) pay Us the Rental Charges;
- (d) pay Us the Young Driver Bond (if applicable);
- (e) check that the Equipment and Your tow vehicle complies with all recommended towing requirements by the Australian state/territory the Equipment and tow vehicle are registered in;
- (f) undergo an induction by the Equipment Owner in relation to the safe use, operation and handling of the Equipment; and
- (g) complete the Pre-Hire Checklist via the Camplify App with the Equipment Owner.

6.2 For security purposes, Camplify requires the Accident Excess Deposit to be paid in connection with all rentals. The Accident Excess Deposit must be paid using a valid credit card and the credit card's details will be stored in Camplify's secure credit card systems.

6.3 Notwithstanding clause 6.2, instead of requiring you to pay the Accident Excess Deposit We may pre-authorise the Accident Excess Amount at the Start of the Rental (**Pre-Authorisation**) and You expressly authorise us to do so.

6.4 At the End of the Rental You must:

- (a) pay Us the balance of the Rental Charges;
- (b) return the Equipment in the same condition it was in at the Start of the Rental, Fair Wear and Tear excepted;
- (c) pay for any Damage to the Equipment, or for its loss as a result of theft, subject to the benefit of insurance pursuant to clause 10;
- (d) complete a Post-Hire Checklist via the Camplify App with the Equipment Owner; and
- (e) pay cleaning costs and any other costs We incur in reinstating the Equipment to the same condition it was in at the Start of the Rental, Fair Wear and Tear excepted.

6.5 The Accident Excess Deposit will be refunded, or the Pre-Authorisation charged to your credit card will be released, at the End of the Rental if You have fulfilled Your obligations under the Camplify Hire Contract, including but not limited to, the following:

- (a) all amounts due to Us under the Camplify Hire Contract have been paid by You;
- (b) the Equipment has been returned by You to the Equipment Owner at the Rental Location at the date and time set in the Tax Invoice;
- (a) the Equipment is returned full of fuel; and
- (b) there has been no Accident and there is no Damage or Third Party Loss in relation to the Equipment.

6.6 In relation to any refund that is to be processed in accordance with clause 6.5, You acknowledge that refunds by credit card can take up to twenty-one (21) working days depending on your financial institution.

6.7 Notwithstanding any other provision in the Camplify Hire Contract, in the event that the Equipment is returned:

- (a) with any evidence of an Accident or Damage, the Accident Excess Deposit or Pre-Authorisation will be used to cover Ours and/or the Equipment Owner's costs in relation to the Accident or Damage;
- (b) in an unclean condition, the Accident Excess Deposit or Pre-Authorisation will be used to cover Ours and/or the Equipment Owner's costs of cleaning the Equipment as set out in the Tax Invoice; and/or
- (c) otherwise not in its original condition, the Accident Excess Deposit or Pre-Authorisation may be used to cover any other reasonable miscellaneous costs incurred by Us and/or the Equipment Owner, including but not limited to missing items within the Equipment, including but not limited to, the Equipment Rental Services or for refuelling in circumstances where the Equipment is not returned will a full tank of fuel.

6.8 If there is a kilometre allowance applicable to the Equipment, the kilometre allowance and charge per excess kilometre fee will be set out in the booking request on the Camplify Website. Any excess kilometres travelled by the Equipment above the kilometre allowance will be payable by the Hirer in accordance with the charge per excess kilometre fee set out in the booking request upon return of the Equipment.

#### **Accident Excess Reduction Package**

6.9 If there is any Accident, Damage, theft of the Equipment or Third Party Loss for each separate claim You **must** pay up to the Accident Excess Amount even if You have travel or rental vehicle excess insurance.

6.10 Subject to the Damage cover exclusions in clause 7, Your Accident Excess Amount is reduced if you purchase an Accident Excess Reduction Package.

6.11 If the Accident Excess Deposit or Pre-Authorisation does not cover the costs set out in clause 6.7 above, You will be liable for all additional costs up to the Accident Excess Amount and you expressly authorise Camplify to charge your credit card accordingly.

6.12 In the event that you breach this Camplify Hire Contract You agree that the Accident Excess Deposit or Pre-Authorisation will be used by Us to cover any Accident, Damage, or Third Party Loss and any loss suffered or incurred by Us and/or the Equipment Owner. If the Accident Excess Deposit or Pre-Authorisation does not adequately cover such Damage and loss, You will be liable for such Damage and loss up to the full amount of the Damage or loss, and you authorise Us to charge Your credit card accordingly. You acknowledge and agree that the Accident Excess Amount applies in respect of each claim, not per rental.

6.13 If the Damage or loss is caused by a Major Breach of the Camplify Hire Contract you may be liable for all other costs, charges and expenses (including legal fees and disbursements on a full indemnity basis) in connection with Your Major Breach of the Camplify Hire Contract.

6.14 If at any time, Your credit card is unable to be charged You agree to pay all outstanding amounts to Us within thirty (30) days of Us providing written notice to you. In the event that you fail to pay within the required 30 days, Camplify may pass your debt to a debt recovery agent. Any additional charges associated with this shall be borne by You.

### **Your Other Obligations**

6.15 You and any Authorised Driver must pay all fines, infringements and tolls, as well as any fines or charges imposed for parking or towing the Equipment or release of the Equipment if it has been seized by a regulatory authority. If We pay for any fines or infringements incurred by You during the Rental Period We will charge You an administrative fee for all such payments as well as charging You for the fine, infringement, toll or other charge.

6.16 During the Rental Period, You and any Authorised Driver must make sure that the Equipment is locked when not in use or unattended and You and any Authorised Driver must keep the keys in Your possession at all times. You and any Authorised Driver must take reasonable care of the Equipment by:

- (a) preventing it from being damaged;
- (b) making sure that it is protected from the weather;

- (c) maintaining the tyre pressures;
- (d) maintaining fluid levels as per manufacture or owner's reference;
- (e) operate the Equipment in line with owner's and manufacturer's instructions; and
- (f) ensure it is not overloaded.

Failure to act in the manner outlined above may be considered by Camplify to be a breach of the Camplify Hire Contract and You as the hirer will be responsible for any Damage caused by this.

6.17 If during the Rental Period the Equipment develops a fault:

- (a) You must inform Us immediately and not drive the Equipment unless We have authorised You to do so; and
- (b) You must not let anyone else repair or work on the Equipment without Our prior written authority to do so.

## **7. EXCLUSIONS TO ACCIDENT EXCESS REDUCTION PACKAGE**

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- 7.1 Your Accident Excess Reduction Package does not apply if there is a Major Breach of the Camplify Hire Contract even if you have purchased an Accident Excess Reduction Package and the Accident Excess Amount has been paid.
- 7.2 Even if you purchase an Accident Excess Reduction Package and You pay the Accident Excess Amount, You have **no** Accident or Damage cover for:
  - (a) Damage caused where the terms of this Camplify Hire Contract have been breached by You or an Authorised Driver;
  - (b) Damage caused by the use of the Equipment in any area prohibited by the Camplify Hire Contract;
  - (c) Underbody Damage caused deliberately or recklessly by You; any Authorised Driver; a person who is not an Authorised Driver but is using the Equipment with Your actual or implied consent; or, any passenger of the Equipment;
  - (d) Overhead Damage;

- (e) Damage caused by total or partial inundation or immersion of the Equipment in water or exposure of the Equipment to salt water, including that which occurs whilst the Equipment is being used or transported;
- (f) Damage caused or contributed to by You where You leave the scene of an Accident prior to the attendance of the police or reporting the Accident to the police;
- (g) Damage caused to tyres and windscreen except where the Accident Excess Reduction Package purchased by You excludes Your liability for this type of Damage;
- (h) Damage caused to the Equipment by the Your wilful, reckless or negligent conduct;
- (i) Damage or loss caused to any personal belongings;
- (j) Damage caused due to use of contaminated fuel or the incorrect fuel type for the Equipment;
- (k) Damage to the awning, slide out or any Equipment Rental Services supplied with the Equipment;
- (l) Damage to any rooftop tent;
- (m) Damage to any wind up mechanisms;
- (n) return of the Equipment to agreed drop-off location on time;
- (o) return of the Equipment in the same or better condition as when the Equipment was picked up; and
- (p) cleaning of the Equipment, including if applicable the shower and toilet.

## **8. DAMAGE**

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### **8.1 At the Start of the Rental You must:**

- (a) inspect the Equipment and compare any pre-existing damage against the PreHire Checklist; and

- (b) using either a smartphone or a camera take (date stamped) photographs of all sides of the exterior of the Equipment and retain such photographs.

If You identify any Damage that is not recorded on the Pre-Hire Checklist, You must report it (by phoning 1300 416 133 or by sending an email to support@camplify.com.au) before using the Equipment. This must be submitted with the Pre-Hire Checklist.

- 8.2 At the End of the Rental Period You must repeat the procedures for taking photographs as required by clause 8.1(b) and You must email the original photos, unedited and in the highest resolution available to Us within five (5) days of Our request.
- 8.3 You are responsible for Accident or Damage to, or theft of, the Equipment and, subject to the benefits of clause 10 and Your Accident Excess Reduction Package, You must pay Us, or as directed by Us, for any Accident or Damage to the Equipment, or its theft, that occurs during the Rental Period. Any punctures or other damage to a tyre during Your Rental which is caused by driving over foreign objects is Your responsibility and You must repair or replace the punctured or damaged tyre at Your own expense. Regardless of the cause of the flat tyre or puncture, if You drive the Equipment with a flat tyre You will be responsible for any resulting damage to the wheel or the Equipment.

## **9. GENERAL OBLIGATIONS**

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- 9.1 The Equipment Owner will supply Equipment that is mechanically sound and in good working order taking into account the age of the Equipment. To the maximum extent permitted by law, neither Us or the Equipment Owner are responsible for any indirect or consequential loss You may suffer if the Equipment breaks down or is not fit for purpose.

### **9.2 Holiday Disruption Coverage**

Notwithstanding clause 9.1 above, if the Equipment suffers a Mechanical Breakdown, You must report the Mechanical Breakdown to Camplify immediately with a full description and photographs as requested by Camplify. Camplify will raise these issues with the Equipment Owner and a repairer (where necessary).

9.3 Failure to notify Camplify within six (6) business hours of the Mechanical Breakdown, will be taken as an acknowledgement by You, that the issues are of a minor nature such that You can make no claim for loss of time in respect of Your Rental.

9.4 Should the Mechanical Breakdown continue for more than twelve (12) business hours after reporting the Mechanical Breakdown to Camplify under clause 9.2, you will be reimbursed up to a maximum of the daily rental rate for each day affected until the Mechanical Breakdown is rectified. Camplify may, in its sole discretion, provide accommodation if the Equipment is not habitable.

9.5 Camplify will not be liable for reimbursement under clause 9.4 where the Mechanical Breakdown occurs in the following conditions:

- (a) disrupted air conditioning in temperatures over 36 degrees Celsius;
- (b) electric and/or Propox gas heaters in temperatures under four (4) degrees celsius; or
- (c) water pumps freezing in temperatures below two (2) degrees celsius.

## 10. INSURANCE

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10.1 Each Equipment Owner has advised Camplify that it maintains a comprehensive insurance policy (**Policy**) that provides You or any Authorised Driver with limited cover for Accident or Damage to the Equipment or its theft. For the avoidance of doubt, We confirm and You acknowledge that Camplify is not an insurer and is not providing insurance to the Equipment Owner or the Hirer in respect of the Equipment.

10.2 Camplify is authorised by the Equipment Owner to act in the capacity as agent of the Equipment Owner to handle all claims relating to Accident or Damage to the Equipment, including but not limited to, Camplify acting on the Equipment Owner's behalf in determining whether to resolve a claim internally or to make a claim through the Equipment Owner's external insurer.

10.3 Notwithstanding any Policy, You are liable for Accident, Damage, theft of the Equipment or Third Party Loss pursuant to clause 6 and clause 7. At the Start of the Rental You must:

- (a) obtain confirmation from the Equipment Owner that there is an appropriate and sufficient Policy in place to cover the Equipment for limited Accident or Damage to the Equipment or its theft to the extent contemplated in the Camplify Hire Contract and that the Policy is current for the Rental Period;
  - (b) confirm with the Equipment Owner that the Policy provides You and any Authorised Driver with the appropriate level of cover to protect You and any Authorised Driver from liability where there is Accident or Damage to the Equipment or if the Equipment is stolen; and
  - (c) during the Rental Period observe and comply with the and Policy terms, conditions and exclusions that the Equipment Owner advises you of and all terms, conditions and exclusions set out in the Camplify Hire Contract.
- 10.4 Determining the sufficiency, effectiveness and adequacy of any insurance cover for the Equipment during the Rental Period is Your responsibility in conjunction with the Equipment Owner as set out in clause 10.3 and We have no liability to You or the Equipment Owner in the event that the insurance cover for the Equipment is insufficient, ineffective or inadequate, or if indemnity under the Policy is denied.
- 10.5 All Equipment has cover for Third Party loss or Damage caused by a fire in the Equipment, provided that the cause of the fire is an Accident. If the Equipment Owner operates a commercial hire business, insurance cover for the Equipment is in accordance with the terms and conditions under which the Equipment is hired by You from the Equipment Owner and You must ensure that the insurance cover is sufficient, effective and adequate. We have no liability to You or the Equipment Owner in the event that the insurance cover is insufficient, ineffective or inadequate, or if indemnity under the Policy is denied.
- 10.6 We strongly recommend that You take out the highest level of travel insurance available to You. If You are responsible for any Accident or Damage, the Equipment Owner's third-party insurance for the Equipment will cover You for the liability except where you have committed a breach of the Equipment Owner's third-party insurance for the Equipment, e.g. drink driving.
- 10.7 You are not provided with any insurance cover for personal items that are left in or stolen from the Equipment and You are strongly recommended to take out Your own insurance policy to cover any such loss.

## **11. RENTAL PERIOD, COSTS & CHARGES**

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- 11.1 The payment receipt email that You receive after you make a booking outlines the Rental Period for which you have hired the Equipment and the Rental Charges payable to Us for the hire.
- 11.2 The automated email you receive the day prior to the commencement of the Rental details the Accident Excess Reduction Package that you have chosen.
- 11.3 The agreed pick up and drop off times for the Equipment will be pre-arranged between You and the Equipment Owner through the Camplify Website. It is Your responsibility to ensure that the agreed pick up and drop off times are adhered to. If the Equipment is not picked up or dropped off within the agreed times You may be liable for further charges in addition to the Rental Charges.
- 11.4 At the End of the Rental, You must pay to Us all amounts owing pursuant to the Camplify Hire Contract. All monies payable under the Camplify Hire Contract are payable to Us in full at the End of the Rental and any monies that remain unpaid and outstanding after the End of the Rental will accrue interest at the rate of 10% per annum compounding daily from the date that is fourteen (14) days after the End of the Rental.

## **12. RENTAL EXTENSIONS**

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- 12.1 Should You wish to extend the Rental Period whilst on hire, you must first obtain authorisation from Camplify and the Equipment Owner. This is subject to availability of the Equipment.
- 12.2 The extra cost of an extended rental must be paid by credit card over the telephone or on the Camplify website immediately on confirmation of the rental extension
- 12.3 The additional days will be at the daily standard gross rental charge for the Equipment applicable at the time of the extension.

## **13. ACCIDENTS OR BREAKDOWNS**

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- 13.1 Camplify provides all Equipment Rental with breakdown cover via the NRMA.

- 13.2 If the Equipment breaks down because of a Mechanical Breakdown You must contact Us on 1300 416 133 or by sending an email to support@camplify.com.au. Hires through Camplify may come with nationwide roadside assistance through the NRMA if we have notified you that nationwide roadside assistance is included. The NRMA can assist with: tyre changing; lost keys; basic problems, or keys locked in the Equipment, however please note that extra charges will apply if any of these services are provided at Your request.
- 13.3 We will provide all practical assistance and the availability of replacement equipment is conditional upon any entitlement to a replacement in the Equipment Owner's insurance policy.
- 13.4 If the NRMA needs to be engaged by Camplify to retrieve Equipment, the following is the maximum liability that Camplify will cover for these services. All additional expenses and charges will be at the Equipment Owner's sole cost unless Your default or negligence has caused the incident resulting in the need for the retrieval (in which case, such retrieval will be at Your sole cost);
- (a) up to 50km towing in metro and country areas;
  - (b) up to 100km towing in remote areas; or
  - (c) or up to \$3000 in towing cover in the event of a major mechanical breakdown,
- whichever option results in the lowest liability amount for Camplify.
- 13.5 If the Equipment is involved in an Accident or if the Equipment is stolen You must report the Accident or theft to Us within 24 hours of it occurring and fully complete any accident/theft report form that We provide to You.
- 13.6 If the Equipment is stolen or involved in an Accident where: any person is injured; the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or 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.
- 13.7 If the Equipment is involved in an Accident You and the Authorised Driver must: exchange names and addresses with the other driver; obtain the names and addresses of all witnesses; not make any admission of fault or promise to pay the

other party's claim or release the other party from any liability; forward all third party correspondence or court documents to Us within 7 days of receipt; and co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office or any court dates.

## **14. CANCELLATION POLICY**

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- 14.1 We appreciate that circumstances can change and that You may need to cancel Your booking. We provide all hirers with the ability to cancel their booking in accordance with the Camplify Cancellation Policy. Each listing on the Camplify Website has a cancellation and refund policy assigned to it. This policy is shown on the Equipment's listing profile.
- 14.2 The cancellation policy the Equipment Owner has selected for the Equipment will be displayed during the booking process and emailed to You.
- 14.3 A booking is deemed as cancelled when You click the cancel button on Your profile page relating to that booking.
- 14.4 The cancellation policy options are set out in the Camplify Cancellation Policy.
- 14.5 Any entitlement to a refund that is classified as Change of Mind is subject to a Camplify refund processing fee of \$25.00 (including GST), or such other amount as notified by Us on the Camplify Website from time to time. This is a non-refundable amount charged to You and payable to Us, and any and all taxes will be retained and remitted. No refund processing fees apply to Extenuating Circumstances. Camplify in its sole discretion may waive the operation of the Camplify Cancellation Policy at any time.
- 14.6 During times of Extenuating Circumstances. Camplify may implement its Camplify Extenuating Circumstance Policy. If this occurs a notification will be posted on the page <https://www.camplify.com.au/covid-19/extenuating-circumstances> this page will outline the policy change during that period.
- 14.7 If the Equipment Owner cancels a booking, You will be entitled to a full refund for the Rental.

## 15. MAJOR BREACH OF THE CAMPLIFY HIRE CONTRACT

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### 15.1 If You or any Authorised Driver:

- (a) commit a Major Breach of the Camplify Hire Contract in a way that causes Damage or Third Party Loss; or
- (b) drive the Equipment in a reckless manner so that a substantial breach of road safety legislation or the Crimes Act 1900 (NSW), or equivalent legislation in other states, has occurred,
- (c) purposely operate the Equipment in a manner other than outlined to you by the Equipment Owner during the pre-hire hand over
- (d) operate the Equipment in a manner that is contradictory to the Camplify Hire Contract;
- (e) cause damage:
  - i. by Your wilful, reckless or negligent act or omission;
  - ii. to the Equipment in any way by total or partial inundation or immersion of the Equipment in water or exposure of the Equipment to salt water, including that which occurs whilst the Equipment is being used or transported;
  - iii. due to use of incorrect or fuel;
  - iv. to the overhead of the Equipment, including any Overhead Damage;
  - v. to the underbody of the Equipment, including any Underbody Damage; or
- (f) use or operate the Equipment in a manner, or do anything to the Equipment, that will result in insurance cover being excluded as set out in clause 7;
- (g) operate the Equipment in an off road environment other than the outlined in the Camplify Hire Contract
- (h) if the Equipment is not returned to the Equipment Owner as agreed and outlined on the Camplify Tax Invoice, then You and any Authorised Driver may not have cover under the Equipment

Owner's insurance policy so that You may be liable for all Damage to the Equipment or its theft, or any Third Party Loss. Such Third Party Loss may be recovered by You and/or any Authorised Driver.

15.2 In the event of a Major Breach, Camplify may immediately terminate the Camplify Hire Contract.

15.3 Upon such termination under clause 15.2, We or the Equipment Owner may take immediate possession of the Equipment, and all costs associated or connected with the Equipment Owner taking possession of the Equipment will be payable by You.

## 16. CONFIDENTIAL INFORMATION

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16.1 Each party:

(a) except as permitted under this clause 16, must keep confidential all Confidential Information of the other party;

(b) may use the Confidential Information of the other party solely for the purposes of this Camplify Hire Contract; and

(c) may disclose Confidential Information of the other party only:

i. with the prior written approval of the other party; ii. to officers, employees and consultants or advisers of the party or its

Related Bodies Corporate (including but not limited to the party's insurers, insurance brokers and bankers) who: (A) are aware and agree that the Confidential Information must be kept confidential; and (B) either have a need to know (and only to the extent that each has a need to know); or

iii. as required to be disclosed by law or any order of any court, tribunal, authority or regulatory body.

16.2 Each party must notify the other party immediately once it becomes aware of any breach of confidentiality and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

## **17. DISPUTE RESOLUTION**

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If a dispute arises under or connection with this Camplify Hire Contract, a party must not commence any court proceedings (other than proceedings for urgent interlocutory relief) in respect of the dispute until it has complied with Camplify's Dispute Resolution Policy.

## **18. NOTICES**

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18.1 A notice must be in writing and signed by or on behalf of the sender addressed to the recipient and delivered:

- (a) by email;
- (b) via the Camplify Website; or (c) via the Camplify App.

## **19. OTHER GENERAL PROVISIONS**

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19.1 The Camplify Hire Contract is governed by the laws of the New South Wales and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

19.2 The Australian Consumer Law provides You with rights that are not affected by the Camplify Hire Contract and any provision in this Contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.

19.3 Your privacy is important to Us and We take all reasonable steps to ensure that Your personal information is securely held and protected from misuse of unauthorised access. Our obligations are set out in the Camplify Privacy Policy.

19.4 You acknowledge the Equipment may be fitted with a GPS tracking device or other electronic tools to enable the geographical location of the Equipment to be tracked or located. By hiring any Equipment, You expressly consent to Us and / or the Equipment Owner using a GPS tracking device on the Equipment during the Rental

Period and to Us and / or the Equipment Owner collecting, using and retaining information from that device in accordance with the Camplify Privacy Policy.