

### THE PARTIES AGREE AS FOLLOWS:

#### 1. HIRING TERMS AND CONDITIONS

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The contract for the hire of the Camplify Equipment (**Camplify Hire Contract**) has two separate documents that together form the contract You have with Us. They are: the Camplify tax invoice for the rental of the Camplify Equipment provided to You prior to the Start of the Rental (**Tax Invoice**), the terms of which You have agreed and accepted; and these rental terms and conditions (**Terms and Conditions**).

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 consider these terms and conditions, however, to the extent that there is any inconsistency with the Terms and Conditions, the Terms and Conditions will prevail.

We ask that You take Your time to read these Terms and Conditions before commencing Your hire as We want You to fully understand Your rights and obligations. When You read these Terms and Conditions You will see that there are a number of terms that occur regularly throughout this document. These words or phrases have a specific meaning each time they appear and You need to be familiar with them.

#### **Definitions**

**Accident** means an unintended and unforeseen act or collision between the Camplify Equipment and any other object, including another vehicle, which results in Damage or Third Party Loss.

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

**Damage** means any loss or damage to the Camplify Equipment including its parts, components and accessories as well as any other damage contemplated in clause 5.12 and any Loss of Use.

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

**Equipment Owner** means the person or company that owns the Camplify Equipment, noting that We are not the owner or operator of the Camplify Equipment.

**Fair Wear and Tear** is as set out in the Fair Wear and Tear Guide – Camplify Owners and Hirers available at [www.camplify.com.au/FairWearandTearGuide](http://www.camplify.com.au/FairWearandTearGuide) as may be amended from time to time.

## TERMS AND CONDITIONS - HIRERS

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**Liability Amount** means the total amount under the Liability Package, as set out in the Tax Invoice, that You may be charged as per clause 5 below. The total amount payable by You is subject to any Liability Package you select.

**Liability Deposit** means the amount due at Start of the Rental Period pursuant to the relevant Liability Package.

**Liability Package** means the liability package selected by You, as set out in the Tax Invoice. The range of available Liability Packages is set out in Schedule A.

**Loss of Use** means Our loss calculated on a daily basis at the daily rate shown in the Tax Invoice because the Camplify 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 2, 3, 4 and 5 of these Terms and Conditions.

**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.

**Overhead Damage** means damage to the Camplify Equipment during the Rental Period above the top of the door seal or the top of the front and back windscreens, or damage to third party property, caused by the Camplify Equipment coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Camplify Equipment, or You or any person standing or sitting on the roof of the Camplify Equipment.

**Rental Charges** means the charges payable for renting the Camplify Equipment from the Equipment Owner 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 commencing at the time shown in the Tax Invoice and concluding at the End of the Rental.

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

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

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

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**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 Camplify Equipment from Us.

### 2. HIRING TERMS AND CONDITIONS

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#### 2.1 Who may operate the Camplify Equipment?

Only You or an Authorised Driver may operate the Camplify Equipment. If You let anyone who is unauthorised or not notified to Camplify in writing to tow or drive the Camplify Equipment it is a Major Breach of the Camplify Hire Contract. Any Authorised Driver who is not You, must be added via the prehire checklist at the time of handover with the Equipment Owner. Any driver not added to the checklist who causes Damage will be required to pay all costs involved including potential loss of income and any other special, indirect or consequential loss suffered or incurred by the Equipment Owner.

2.2 If there is a Major Breach of the Camplify Hire Contract neither You nor any Authorised Driver has cover for any Damage or for any Third Party Loss and both You and any Authorised Driver are personally liable to pay for that Damage and for any Third Party Loss.

2.3 We set a minimum age limit for those hiring, operating and towing Our Camplify Equipment, so that 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 in the Tax Invoice or is otherwise agreed in writing with the Equipment Owner. You and any Authorised Driver must also have a full valid licence to drive the Camplify Equipment that is not subject to any restriction or condition and probationary licence holders and learner drivers are not acceptable and must not tow or drive the Camplify Equipment. In some cases minimum age on hires may be brought down with written permission from Camplify.

2.4 You shall comply with all applicable state and federal laws and regulations in connection with this Camplify Hire Contract.

2.5 The prohibitions/requirements contained in these Terms and Conditions regarding the use of Camplify Equipment extend to the vehicles used to tow Camplify Equipment.

### 3. PROHIBITED USE

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3.1 The Camplify Equipment must not be operated or driven if the Authorised Driver's licence or Your licence has been cancelled within 2 years before the date of the Tax Invoice.

3.2 The Camplify Equipment must not be operated by You or any Authorised Driver:

- (a) 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;
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## TERMS AND CONDITIONS - HIRERS

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- (b) acting recklessly or dangerously; or
- (c) whilst the Camplify Equipment is damaged, unroadworthy or unsafe.
- (d) not carry, or allow the Camplify Equipment to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Camplify Equipment and must ensure that each passenger in the Camplify Equipment appropriately uses the seat belt restraint;
- (e) provided it is reasonable in the circumstances to do so, not drive the Camplify Equipment after an accident or hitting an object (including an animal) until You have obtained Our approval to do so;
- (f) not use the Camplify Equipment to prepare, commit or assist in the preparation or commission of any Terrorist Act

### 3.3 You and any Authorised Driver must not use the Camplify 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.

### 3.4 You and any Authorised Driver must not:

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

### 3.5 You and any Authorised Driver must not:

- (a) smoke in the Camplify Equipment and You must prevent all other persons from doing so; or
- (b) use the Camplify Equipment to transport any animals except assistance animals without Our prior written approval.

## 4. WHERE THE CAMPLIFY EQUIPMENT CAN AND CANNOT BE USED

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### 4.1 Where the Camplify Equipment is for on road use, the Camplify 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 roadworks are being conducted by a statutory road authority.
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- 4.2 Camplify 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 Camplify Equipment; any area where snow has fallen or is likely to fall; and any area that is off-road.
- 4.3 If the Equipment Owner has an appropriate insurance policy as approved by Camplify the Equipment may be eligible for Off road usage.
- 4.4 The Owner must provide in written authorisation for use of the Equipment to use Off Road before the Rental commences.
- 4.5 The Hirer must sign the Off Road Hirer Agreement for the Equipment to be used off road before the Rental commences.
- 4.6 Only Equipment that is specially built for off road activity by the manufacturer is permitted to be used in an off road environment.
- 4.7 Whilst being driven in an off road manner, accidental damage to suspension or drive-train components or underbody panels or apparatus fixed beneath the Vehicle, is considered a breach of the rental terms and conditions and may not be covered by insurance. Please check the Owners Insurance policy.
- 4.8 Camplify reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the rental period.

## 5. YOUR OBLIGATIONS AND YOUR LIABILITY

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- 5.1 At the Start of the Rental You must:
    - (a) pay Us the Liability Deposit and any other applicable costs under Your Liability Package;
    - (b) pay Us the anticipated Rental Charges;
    - (c) check that the Camplify Equipment and Your tow vehicle complies with all recommended towing requirements by the Australian state/territory the Camplify Equipment and tow vehicle are registered in; and
    - (d) undergo an induction by the Equipment Owner as to the safe use, operation and handling of the Camplify Equipment.
  - 5.2 For security purposes, Camplify requires the Liability Deposit to be paid in connection with all rentals. The Liability 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.
  - 5.3 At the End of the Rental You must:
    - (a) pay Us the balance of the Rental Charges;
    - (b) return the Camplify Equipment in the same condition it was in at the Start of the Rental, Fair Wear and Tear excepted;
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- (c) pay for any Damage to the Camplify Equipment, or for its loss as a result of theft, subject to the benefit of insurance pursuant to clause 8;
  - (d) complete a post-rental checklist with the Equipment Owner; and
  - (e) pay cleaning costs and any other costs We incur in reinstating the Camplify Equipment to the same condition it was in at the Start of the Rental, Fair Wear and Tear excepted.
- 5.4 The Liability Deposit will be refunded at the End of the Rental if You have fulfilled Your obligations under the Camplify Hire Contract and the following have been satisfied:
- (a) all amounts due to Us under the Camplify Hire Contract have been paid by You;
  - (b) the Camplify 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 Camplify Equipment is returned full of fuel; and
  - (b) there is no Damage or Third Party Loss.

Refunds by credit card can take up to 21 working days depending on your financial institution.

- 5.5 Notwithstanding any other provision herein, in the event that the Camplify Equipment is returned:
- (a) with Damage, the Liability Deposit shall be used to cover Our and/or the Equipment Owner's costs of the Damage;
  - (b) in an unclean condition, the Liability Deposit shall be used to cover Our and/or the Equipment Owner's costs of cleaning the Camplify Equipment up to an amount of \$500; and/or
  - (c) otherwise not in its original condition, the Liability Deposit may be used to cover any other reasonable miscellaneous costs incurred by Camplify and/or the Equipment Owner, including but not limited to missing equipment or for refuelling in circumstances where the Camplify Equipment is not returned full of fuel.
  - (d) The Kilometre Allowance and Charge Per Excess Kilometre Fee is indicated on booking request on Camplify. Any excess kilometre fee is payable by the Hirer on return of the Vehicle.

5.6 **Should the Liability Deposit not cover the costs set out in clause 5.5 above, You shall be liable for these costs up to the Liability Amount, and hereby authorise Camplify to charge your credit card accordingly.**

5.7 In the event that you breach this Camplify Hire Contract You agree that the Liability Deposit shall be used by Us to cover any Damage, Third Party Loss and any loss suffered or incurred by Camplify/the Equipment Owner. Should the Liability Deposit not adequately cover such Damage and loss, You shall will be liable for such Damage and loss up to the Liability Amount, and hereby authorise Camplify to charge Your

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credit card accordingly. You acknowledge and agree that the Liability Amount applies in respect of each claim, not per rental.

Should the liability be a Major Breach of the contract you may be Liable for all other costs.

- 5.8 **If at any time, Your credit card is unable to be charged You agree to pay all outstanding amounts to Camplify within 30 days of Camplify's written notice. 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.**
- 5.9 You and any Authorised Driver must pay all fines and infringements as well as any fines or charges imposed for parking or towing the Camplify Equipment or release of the Camplify 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 or infringement.
- 5.10 During the Rental Period, You and any Authorised Driver must make sure that the Camplify 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 Camplify 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 Camplify 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 rental breach and therefore you as the Hirer will be responsible for damages caused by this.

- 5.11 If during the Rental Period the Camplify Equipment develops a fault:
- (a) You must inform Us immediately and not drive the Camplify Equipment unless We have authorised You to do so; and
  - (b) You must not let anyone else repair or work on the Camplify Equipment without Our prior written authority to do so.
- 5.12 At all times, You are responsible for:
- (a) damage caused where the terms of this Camplify Hire Contract have been breached;
  - (b) damage caused by the your negligent act or omission;
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- (c) damage caused to the Camplify Equipment in any way by partial or total inundation, intrusion or immersion in water (including but not limited to a pothole, ditch or riverbed) or exposure of the Camplify Equipment to saltwater.
- (d) damage caused due to a single vehicle or Equipment rollover;
- (e) damage caused to tyres and windscreen except where Liability Reduction Gold, as set out in Schedule A, has been purchased;
- (f) damage caused to the Camplify Equipment by the Your willful conduct;
- (g) damage or loss caused to any personal belongings;
- (h) damage caused due to use of incorrect or contaminated fuel;
- (i) damage to the awning, slide out or overhead of the Camplify Equipment;
- (j) damage to the underbody of the Camplify Equipment;
- (k) damage to the rooftop tent;
- (l) damage to wind up mechanisms;
- (m) return of the Camplify Equipment to agreed drop location on time;
- (n) return of the Camplify Equipment is same or better condition as picked up; and
- (o) cleaning of the Camplify Equipment, including if applicable the shower and toilet.

## 6. RENTAL EXTENSIONS

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- 6.1 Should You wish to extend the rental period whilst on hire, you must first obtain authorisation from Camplify and the Owner. This is subject to availability of the Vehicle.
- 6.2 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
- 6.3 The additional days will be at the daily standard gross rental charge for the Equipment applicable at the time of the extension.

## 7. DAMAGE

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- 7.1 At the Start of the Rental You must: inspect the Camplify Equipment and compare any pre-existing damage against the current damage log; and using either a Smartphone or a camera take photographs of all sides of the exterior of the Camplify Equipment and retain such photographs. If You find any Damage that is not recorded on the damage log, You must report it (by phoning 1300 416 133 or by sending an email to support@camplify.com.au) before driving the Camplify Equipment. This must be submitted with the rental checklist.
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- 7.2 At the End of the Rental Period You must repeat the procedures for taking photographs as required by clause 6.1. You must email the original photos, unedited and in the highest resolution available, to Us within five days of Our request. You are responsible for Damage to, or theft of, the Camplify Equipment and subject to the benefits of clause 8 (Insurance) and Your Liability Package You must pay the Equipment Owner for any Damage to the Camplify 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 Camplify Equipment with a flat tyre You will be responsible for any resulting damage to the wheel or the Camplify Equipment.

## 8. OUR OBLIGATIONS

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- 8.1 The Equipment Owner will supply Camplify Equipment that is mechanically sound and in good working order taking into account the age of the Camplify Equipment. To the maximum extent permitted by law, neither We nor the Equipment Owner are responsible for any indirect or consequential loss You may suffer if the Camplify Equipment breaks down or is not fit for purpose.
- 8.2 **Holiday Disruption Coverage**
- Notwithstanding clause 7.1 above, should the Camplify Equipment suffer a Mechanical Breakdown, You must report the Mechanical Breakdown to Camplify immediately with a full description and photographs. Camplify will raise these issues with the Equipment Owner and an authorised repairer (where necessary).
- 8.3 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.
- 8.4 Should the Mechanical Breakdown continue for more than twelve (12) business hours after reporting the Mechanical Breakdown to Camplify under clause 7.2, 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 vehicle is not habitable.
- 8.5 Camplify will not be liable for reimbursement under clause 7.4, where the Mechanical Breakdown occurs in the following conditions:
- (a) Disrupted air conditioning in temperatures over 36 degrees Celsius;
  - (b) Electricity and/or Propox Gas heaters in temperatures under four (4) degrees Celsius; or
  - (c) Water pumps freezing in temperatures below two (2) degrees Celsius.

## 9. INSURANCE

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- 9.1 Each Equipment Owner has a comprehensive insurance policy (Policy) that provides You or any Authorised Driver with cover for Accidental Damage to the Camplify Equipment or its theft. As You are liable for Damage to the Camplify Equipment, or its theft, pursuant to clause 5, at the Start of the Rental You must:
- (a) obtain a copy of the Policy from the Equipment Owner and confirm that that the Policy is current for the Rental Period;
  - (b) confirm that it provides You and any Authorised Driver with the appropriate level of cover to protect You and any Authorised Driver from liability where there is Accidental Damage to the Camplify Equipment or it is stolen;
  - (c) obtain from the Equipment Owner a copy of the Policy terms, conditions and exclusions, as We do not review the Equipment Owner's insurance cover; and
  - (d) during the Rental Period observe and comply with the Policy terms, conditions and exclusions.
- 9.2 The sufficiency, effectiveness and adequacy of Insurance cover for the Camplify Equipment during the Rental Period is Your responsibility and 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. If the Equipment Owner has elected to have their Equipment insured through Us the product disclosure statement can be found online at [www.camplify.com.au/insuranceterms](http://www.camplify.com.au/insuranceterms)
- 9.3 Each Camplify Equipment has cover for Third Party loss or damage caused by a fire in the Camplify Equipment, provided that the cause of the fire is an Accident (Camplify Fire Cover). If the Equipment Owner operates a commercial hire business, insurance cover for the Camplify Equipment is in accordance with the terms and conditions under which the Camplify Equipment is hired by You from the Equipment Owner and You must ensure that the insurance cover is sufficient, effective and adequate and 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.
- 9.4 We strongly recommend that You take out the highest level of travel insurance available to You. If You are responsible for the Accident, the Equipment's third-party insurance will cover You for the liability except where you have committed a breach of the Camplify Equipment's third-party insurance, e.g. drink driving.
- 9.5 If the Equipment Owner has elected to have the Camplify Equipment insured through Us the product disclosure statement can be found online at [www.camplify.com.au/insurance](http://www.camplify.com.au/insurance).
- 9.6 There is no insurance cover for personal items that are left in or stolen from the Camplify Equipment and You are strongly recommended to take out Your own insurance policy to cover any such loss.

## 10. RENTAL PERIOD, COSTS & CHARGES

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- 10.1 The Tax Invoice shows: the Rental Period for which You have hired the Camplify Equipment; Your Liability Package and the Rental Charges. At the End of the Rental You must return the Camplify Equipment no later than 10am on the date shown in
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the Tax Invoice or as agreed with the Equipment Owner in writing through the Camplify system.

- 10.2 If You return the Camplify Equipment more than one hour after the time set for its return in the Tax Invoice We will charge You \$100.00 per hour up to one full day and a further full day's rental for each 24 hour period thereafter until the Camplify Equipment is returned to Us. If You return the Camplify Equipment at any time other than during Our normal business hours You will be responsible for the daily Rental Charges and all Damage until the Rental Location next opens for business. At the End of the Rental You must pay for all amounts owing pursuant to clause 5.3. All moneys payable under the Camplify Hire Contract are payable to Us in full at the End of the Rental and any moneys owed to Us thereafter accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental.

## 11. ACCIDENTS OR BREAKDOWNS

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- 11.1 Camplify provides all Equipment Rental with breakdown cover via the NRMA.
- 11.2 If the Camplify 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 nation wide roadside assistance through the NRMA. The NRMA can assist with: tyre changing; lost keys; basic problems, or keys locked in the Camplify Equipment, however please note that extra charges will apply if any of these services are provided at Your request.
- 11.3 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.
- 11.4 If the NRMA need to be engaged to retrieve the Owners Equipment the following is the maximum that Camplify will cover. All additional costs will be at the Owner cost where the Owners Equipment is at fault, or the Hirer where the Hirer has caused the incident;
- (a) up to 50km towing in metro and country areas,
  - (b) 100km in remote areas,
  - (c) or up to \$3000 in towing cover in a major breakdown.
- 11.5 If You or an Authorised Driver has an Accident or if the Camplify Equipment is stolen You must report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form. If the Camplify Equipment is stolen or if You or an Authorised Driver has 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. If You or an Authorised Driver have 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 promised 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 hearing.
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### 12. CANCELLATION POLICY

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- 12.1 We appreciate that circumstances can change and that You may need to cancel Your booking.
- 12.2 A booking is deemed as cancelled when You click the cancel button on Your profile page relating to that booking. You must pay the cancellation fee notified to You when the cancellation is accepted.
- 12.3 Up to 31 days prior to the Rental Period You will receive a full refund.
- 12.4 Between 30 days and 14 days to the Rental Period You will receive a 50% refund.
- 12.5 13 days or less from the Rental Period You will receive no refund.
- 12.6 Any entitlement to a refund is subject to the Camplify Booking Fee, which is non-refundable and any and all taxes will be retained and remitted. Cleaning fees are refunded if a cancellation is made in accordance with this clause. If there is a dispute with the Equipment Owner regarding cancellation, You must notify Camplify within 48 hours of booking and allow Camplify to resolve the dispute. In extenuating circumstances, Camplify in its sole discretion may waive the operation of the Cancellation policy.

### 13. MAJOR BREACH OF THE CAMPLIFY HIRE CONTRACT

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- 13.1 If You or any Authorised Driver:
  - (a) commit a Major Breach the Camplify Hire Contract in a way that causes Damage or Third Party Loss; or
  - (b) drive the Camplify 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 Camplify Equipment in a manner other than outlined to you by the Owner during the prehire hand over
  - (d) operate the Camplify Equipment in a manner that is contradicted by the Hiring Terms and Conditions
  - (e) operate the Camplify Equipment in an Off Road environment other than the outlined in the Terms and Conditions
  - (f) if the Equipment is not returned to the owner as agreed and outlined on the Camplify Tax Invoice.

You and any Authorised Driver may have no cover under the Equipment Owner's insurance policy so that You may be liable for all Damage to the Camplify Equipment or its theft, or any Third Party Loss. Such Third Party Loss may be recovered You and/or any Authorised Driver.

- 13.2 In the event of a Major Breach, Camplify may immediately terminate the Camplify Hire Contract.
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- 13.3 Upon such termination under clause 12.2, We or the Equipment Owner may take immediate possession of the Camplify Equipment.

## 14. OTHER GENERAL PROVISIONS

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- 14.1 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. 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.
- 14.2 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. We welcome every opportunity to resolve any concerns You may have with Our service. In the first instance contact Us to discuss Your concern. If any dispute arises between You and Us in relation to Damage to a Camplify Equipment, Camplify's 'Complaints and Member Dispute Resolution Policy' will apply.
- 14.3 The Complaints and Member Dispute Resolution Policy is available on Our website at <https://www.camplify.com.au/terms/disputes> or by writing to: Internal Dispute Resolutions Officer Camplify Co Pty Ltd PO Box 1143 NEWCASTLE NSW 2300 Your concern will be investigated by an officer with full authority to deal with the complaint and We will inform You of the outcome within fifteen working days of receiving Your letter.
- 14.4 You acknowledge the Camplify Equipment may be fitted with a GPS tracking device or other electronic tools to enable the geographical location of the Vehicle to be tracked or located. By hiring a Vehicle You expressly consent to Us using a GPS tracking device on the Vehicle during the Rental Period and to Us collecting, using and retaining information from that device. Further information is available in Our Privacy Policy. <https://www.camplify.com.au/terms>
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