

Pod Camper Hire
ABN 69 594 782 287
Rental Terms and Conditions

1 Introduction

- 1.1 This contract to hire a Pod Camper from Pod Camper Hire (**Rental Contract**) consists of:
- (a) the agreement (**Rental Agreement**) You have signed to hire the Pod Camper from Us; and
 - (b) these rental Terms and Conditions (**Terms and Conditions**).
- 1.2 The Rental Contract is governed by the laws of the state of South Australia and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
- 1.3 The Australian Consumer Law applies to the Rental Contract and it provides You with rights that are not excluded, restricted or modified by the Rental Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.

2 Who may tow the Pod Camper?



IMPORTANT NOTICE

A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 12 for further details.

2.1 Authorised Drivers

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

2.2 Age limits

There is a minimum and maximum age limit for those renting the Pod Camper. You and any Authorised Driver **must** be at least 21 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

2.3 Licence requirements

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

2.4 Cancelled and suspended licences

The Towing Vehicle **must not** be driven to tow the Pod Camper:

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

2.5 False information

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

3 Prohibited Use



IMPORTANT NOTICE

A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 12 for further details.

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

- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
- (b) recklessly or dangerously; or
- (c) whilst the Pod Camper is damaged or unsafe.

3.2 You and any Authorised Driver must not:

- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
- (b) use the Pod Camper:
 - (i) for any illegal purpose;
 - (ii) to move dangerous, hazardous, biohazardous, biochemical, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (iii) to carry illegal drugs or substances;
 - (iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
 - (v) to carry any weight or load that exceeds the limits for which the Pod Camper was designed, constructed, registered or licenced; or

- (vi) in an unsafe or un-roadworthy condition; or
- (c) tow the Pod Camper with any other vehicle than the Towing Vehicle shown on the Rental Agreement.

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

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

4 Prohibited areas of use



IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 12 for further details.

4.1 The Pod Camper **must never** be towed:

- (a) on any Unsealed Road **unless** it is a well maintained road and You reasonably consider the condition of the road surface and Your speed of travel will not cause Damage to the Pod Camper;
- (b) Off Road;
- (c) in any area where snow has fallen or is likely to fall; or
- (d) on:
 - (i) roads that are prone to flooding or are flooded;
 - (ii) sand dunes, beaches, streams, rivers, creeks, dams and floodwaters;
 - (iii) any road where the police or an authority has issued a warning;
 - (iv) any road that is closed; or
 - (v) any road where it would be unsafe to drive the Towing Vehicle or tow the Pod Camper.

4.2 The Pod Camper **must never** be towed:

- (a) outside the state of South Australia or
 - (b) onto any island, with the exception of Kangaroo Island,
- unless** We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

5 Your obligations



IMPORTANT NOTICE

A breach of any of sub-clauses 5.5, 5.6, 5.7, 5.8, 5.9 or 5.11 is a Major Breach of the Rental Contract. See clause 12 for further details.

5.1 **Booking deposit**

- (a) Offline booking: A booking deposit of \$500 is due on confirmation of Your booking and the full hiring fee **must** be paid no less than 7 days prior to the Start of the rental. Payments will be made via direct bank deposit.
- (b) Online booking: The full hiring fee and the security bond will be charged on the confirmation of Your booking.

5.2 **Security Bond**

The Security Bond will be returned within 7 days of the End of the Rental provided that:

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

5.3 **Pre-existing Damage**

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

5.4 **Pets/Smoking – cleaning fees**

- (a) You **must not**:
 - (i) use the Pod Camper for transporting any pets or animals, except assistance animals, unless specifically approved by Us;
 - (ii) smoke in the Pod Camper and You **must** take reasonable steps to prevent other occupants from doing so; or

- (iii) smoke in or around the Camper tent.

5.5 **Open fires and fire pits**

Open fires and fire pits **must** be more than 7 metres away from the Pod Camper.

5.6 **Reasonable care**

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

- (a) preventing it from being damaged;
- (b) making sure it protected from inclement weather;
- (c) making sure it is not overloaded; and
- (d) ensuring:
 - (i) the Pod Camper is correctly and safely connected to the Towing Vehicle and the safety chains are correctly fitted;
 - (ii) the Pod Camper's tyres are inflated to the recommended PSI;
 - (iii) the Pod Camper lights are working correctly; and
 - (iv) the speed at which the Pod Camper is towed is safe and appropriate for the road and weather conditions.



IMPORTANT SAFETY NOTICE

For Your safety, We recommend that You reduce Your speed by 10-20 kmh when towing the Pod Camper on highways and country roads.

5.7 **Electric brake controller (Rugged Pod Camper only)**

If You have hired the larger Rugged Pod Camper, with a maximum load limit of 1,000 kg, You **must** use the electric brake controller supplied with the Pod Camper and You **must** ensure it is operational at all times during the Rental Period

5.8 **Notification of fault**

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

5.9 **Unauthorised repairs prohibited**

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

5.10 **Authorised repairs**

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

5.11 **Staying with the Pod Camper after an Accident**

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

5.12 **Operating the awning**

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

6 Equipment Supplied with the Pod Camper

6.1 At the Start of Rental We will supply:

- (a) one gas bottle (4.0 kg for longer rentals and 2.0 kg for shorter rentals);
- (b) one fire blanket and one fire extinguisher;
- (c) one family First Aid kit; and
- (d) the equipment listed in the Rental Agreement.

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

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

7 No insurance or damage cover for the Pod Camper



IMPORTANT NOTICE

There is no insurance or damage cover for the Pod Camper which is used at Your own risk.

7.1 **No insurance or damage cover**

The Rental Charges **do not** include insurance or damage cover so You should make Your own insurance arrangements that provide You with cover for:

- (a) Damage to the Pod Camper, including its replacement cost if it is written off following an Accident;
- (b) its replacement cost if it is lost or stolen and not recovered; and
- (c) Third Party Loss.

7.2 **Loss or Damage to the Pod Camper and Third Party Loss**

- (a) If You have not made Your own insurance arrangements or Your insurer refuses to accept Your claim:
 - (i) if there is any Damage to the Pod Camper that is repairable You **must** pay the full Damage cost;
 - (ii) if the Damage to the Pod Camper is so substantial that it is not repairable or it is lost or stolen and not recovered You **must** pay for the replacement cost of the Pod Camper; and
 - (iii) You **must** pay for all claims for Third Party Loss; and
- (b) if there is any Damage to the Pod Camper however it has been caused You will forfeit the Security Bond which will be applied to the Damage or replacement cost.

7.3 **Indemnity for Third Party Loss**

You fully indemnify Us for:

- (a) all Third Party Loss; and
 - (b) any demand, claim, including a claim for legal costs, action or proceeding made, commenced or issued by or against You or against Us,
- arising from Your use of the Pod Camper during the Rental Period.

7.4 **No insurance cover for other goods or equipment**

There is also no insurance or damage cover for:

- (a) the full cost of replacing or repairing any equipment or accessories supplied by Us;
- (b) goods or property carried in or on the Pod Camper; or
- (c) personal items that are left in, or stolen from, the Pod Camper or for loss or damage to property belonging to or in the custody of:
 - (i) You;
 - (ii) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside; or
 - (iii) any relative, friend or associate of an Authorised Driver.

8 Rental Period, costs and charges

8.1 The minimum Rental Period is three (3) days.

8.2 The Rental Agreement shows:

- (a) the Rental Period for which You have hired the Pod Camper; and
- (b) the Rental Charges.

8.3 We offer a free drop-off and collection service of the Pod Camper within a 20 kilometre radius of CBD of Adelaide. Collection of the Pod Camper **must** be at a reasonable time and no later than 7pm.

8.4 You **must** return the Pod Camper on the date and by the time shown in the Rental Agreement. If You fail to return the Pod Camper, We may terminate the Rental Contract and if the location of the Pod Camper is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Pod Camper as stolen to the Police.

8.5 If the Pod Camper is returned to Us early there is no entitlement to a refund.

8.6 Unless You have Our prior approval, if You return the Pod Camper:

- (a) more than one hour after the date and time set for their return in the Rental Agreement, You will be charged \$100 per day until the Pod Camper is returned to Us; or
- (b) at any time outside Our normal business hours You **must** pay for the daily Rental Charges and all Damage until the Rental Station next opens for business unless We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

8.7 At the End of the Rental

- (a) You **must** return the Pod Camper clean and in the same condition it was in at the Start of the Rental, reasonable wear and tear excepted; and
- (b) pay:
 - (i) the balance of the Rental Charges (if any);
 - (ii) for all Damage to the Pod Camper, including its replacement cost if it is written off following an Accident;
 - (iii) the replacement cost of the Pod Camper if it is stolen and not recovered;
 - (iv) any costs We incur, including extra cleaning costs in reinstating the Pod Camper to the same condition it was in at the Start of the Rental, reasonable wear and tear excluded;
 - (v) for all Damage arising from a Major Breach of the Rental Contract;
 - (vi) for all Overhead Damage;
 - (vii) for all Underbody Damage; and
 - (viii) for any Damage caused by the immersion of the Pod Camper in water.

8.8 Any amount payable under the Rental Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. Amounts owing to Us after the End of the Rental pursuant to sub-clause 8.7 accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental.

8.9 **Credit card authority**

If any amount is due to Us remains unpaid, You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

8.10 **Default in payment**

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

- (a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
- (b) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
- (c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

8.11 **Default in payment**

If You default in the payment of any moneys owed to Us under the Rental Contract, You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

9 Cancellation

9.1 If Your booking is cancelled:

- (a) within 14 days prior to the Start of the Rental; You will forfeit Your deposit; or
- (b) 7 days prior to the Start of the Rental, You will forfeit Your deposit and 50% of the rental fee for the Rental Period as booked unless We are able to rent the Pod Camper to another renter for an equivalent term and rate.

9.2 If Your booking is cancelled within 7 days prior to the Start of the Rental, or You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Pod Camper, You will forfeit the deposit and the full rental fee unless We are able to rent the Pod Camper to another renter for an equivalent term and rate.

9.3 A cancellation is not effective until acknowledged and confirmed by Us.

10 Accidents or breakdowns

10.1 We will provide You with a Pod Camper that is of acceptable quality and in good working condition taking into account the age of the Pod Camper, but breakdowns do occur. If the Pod Camper breaks down during the Rental Period You **must** call Us on **0492 825 204** to arrange assistance.

10.2 We are not responsible for:

- (a) tyre and wheel changing;
- (b) lost keys;
- (c) keys locked in the Pod Camper; or
- (d) loss or spoilage of food in the refrigerator caused by Your failure to use the solar blanket correctly for the 12v Pod Camper battery system.

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

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

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

11 Accident reporting



IMPORTANT NOTICE

A breach of any part of this clause 11 is a Major Breach of the Rental Contract. See clause 12 for further details.

11.1 If You or an Authorised Driver has an Accident or if the Pod Camper 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.

11.2 If the Pod Camper is stolen or if You or an Authorised Driver has an Accident where:

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

You or the Authorised Driver **must** also report the theft or Accident to the Police.

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

- (a) exchange names and addresses, phone numbers and email addresses with the other driver;
- (b) take a photo of the other driver's licence;
- (c) take the registration numbers of all vehicles involved;
- (d) take as many photos as is reasonable showing:
 - (i) the position of all vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Pod Camper;
 - (iii) the damage to any third party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (e) obtain the names, addresses, phone numbers and email addresses of all witnesses;
- (f) not make any admission of fault or promised to pay the other party's claim or release the other party from any liability;
- (g) forward all third party correspondence or court documents to Us within 7 days of receipt; and
- (h) 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.

12 Consequences of a Major Breach of the Rental Contract

12.1 If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Pod Camper or Third Party Loss; or
- (b) tow the Pod Camper in a reckless manner so that a substantial breach of road safety legislation, has occurred, You and any Authorised Driver are liable:
 - (i) for all Damage, theft of the Pod Camper and Third Party Loss; and
 - (ii) for any additional costs or expenses We incur as a direct consequence.

12.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Pod Camper if a breach of any part of sub-clause 12.1 has occurred.

13 Privacy



IMPORTANT NOTICE

A breach of sub-clause 13.5 is a Major Breach of the Rental Contract. See clause 12 for further details.

- 13.1 We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- 13.2 When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
- 13.3 We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.
- 13.4 A GPS Tracking Device is fitted to the Pod Camper to enable Us to track the Pod Camper when it is out of Our possession. When You sign the Rental Agreement You are authorising Us to use the GPS Tracking Device to track the Pod Camper until it is returned to Us.
- 13.5 You **must not** tamper with the GPS Tracking Device or remove it from the Pod Camper.

14 Definitions

Accident means an unintended and unforeseen incident, including:

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

that results in Damage or Third Party Loss.

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

Damage means:

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

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

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

GPS Tracking Device means a GPS or other device that is fitted to the Pod Camper that has electronic tracking capabilities to determine its location and other data.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Pod Camper 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:

- (a) any of clauses 2 (all parts), 3 (all parts), or 4 (all parts), or sub-clauses 5.5, 5.6, 5.7, 5.8, 5.9, or 5.11, that cause Damage, theft of the Pod Camper or Third Party Loss,
- (b) clause 11 (all parts) that prevents Us from properly investigating an Accident; or
- (c) clause 13.5.

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

Overhead Damage means:

- (a) Damage to any part of the Pod Camper; or
- (b) Third Party Loss,

caused by:

- (i) contact with any part of the Pod Camper that is within two centimetres of the top of the Pod Camper with objects overhanging or obstructing its path.
- (ii) objects being placed on the roof of the Pod Camper; or
- (iii) You or any person standing or sitting on the roof of the Pod Camper.

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

Pod Camper Hire, We, Us, Our, means Clearview Trading Company Pty Ltd ACN 651 201 884 trading as Pod Camper Hire.

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

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

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

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

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

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

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

Underbody Damage means any damage to the Pod Camper caused by or resulting from contact between the underside of the Pod Camper and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

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.

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