



ABN 66 27 698 794

## TERMS AND CONDITIONS OF HIRE

The Hirer acknowledges that the hire of any equipment from Sydney Camping Hire is subject to the following hire conditions and that by signing the Hire Contract both parties are bound by these conditions:

1. All equipment supplied by Sydney Camping Hire remains the property of Sydney Camping Hire.
2. Bookings are not confirmed until paid for in full.
3. Daily hire rates cover a 24 hour period and all prices include GST.
4. Sydney Camping Hire reserves the right to change the hire rate without notice.
5. No refunds will be given for early return of equipment.
6. Sydney Camping Hire will test all equipment before the commencement of hire.
7. Where the Hirer requests an extension of the hire period, Sydney Camping Hire will endeavour to assist subject to stock availability.
8. All hired equipment must be returned in clean and working order, having been used only for its intended purpose. If the hired equipment is not returned in clean and working order, Sydney Camping Hire is entitled to recover their reasonable cleaning and repair costs.
9. No smoking is permitted in the tents, and candles or gas lights are not to be used in any tents supplied by Sydney Camping Hire.
10. No pets are permitted in the tents.
11. Sydney Camping Hire provides no warranty of the equipment hired or its suitability for any particular purpose.
12. The Hirer accepts full responsibility for all equipment hired. Sydney Camping Hire reserves the right to charge a Security Bond (minimum 50%) on all equipment hired. The Bond covers the loss, theft, damage (other than normal wear) or cleaning costs if required of the hired equipment. The Bond will be returned to the Hirer within 5 days upon Sydney Camping Hire's satisfaction that the equipment has been returned in clean condition and in working order. If the repair or replacement cost exceeds the bond money, the Hirer will pay by direct deposit the balance owing within 14 days. Should the recovery of outstanding monies be warranted, the inclusion of all costs incurred to recover said money including, but not limited to interest accrued, loss of profits due to failure to return the equipment, court costs, legal fees, etc. will be paid at the expense of the Hirer.

13. Booking cancellations must be made at least 7 days prior to the commencement of hire. Should less than 7 days notice be given, Sydney Camping Hire reserves the right to charge a \$50.00 cancellation fee per tent or per order where no tents are hired.
14. Sydney Camping Hire does not accept any responsibility or liability for any injury, damage or loss caused to any person or persons or property belonging to the Hirer or any third party arising from the use of the hired equipment. Notwithstanding how such injury may have arisen, it is the Hirer's sole responsibility to ensure that the hired equipment is appropriate for the Hirer's intended use. The Hirer hereby assumes and shall bear the entire risk of loss for theft, damage, destruction, or other injury to equipment from any and every cause whatsoever.
15. Should a Court of competent jurisdiction find that any term or condition of this agreement is found to be void or unenforceable by law, then the invalidity or unenforceability of the term or condition will not affect any other term or condition of the agreement.
16. All damages to equipment while in the possession of the Hirer must be reported immediately to Sydney Camping Hire.
17. This Contract is governed by and construed in accordance with the law of the State of New South Wales, Australia.

### INDEMNITY

Sydney Camping Hire is not liable for any loss, damage, injury, actions or claims arising either directly or indirectly from any representations, warranties, terms or conditions expressed or implied for the use, maintenance, transport or operation of the hired equipment or otherwise, whether resulting from the negligence of Sydney Camping Hire, Sydney Camping Hire's employees, agents or otherwise to the Hirer or Hirer's servants or agents.

### Hirer details :

Name : \_\_\_\_\_ Contact number : \_\_\_\_\_

Address : \_\_\_\_\_

Email: \_\_\_\_\_ Drivers licence : \_\_\_\_\_

Pick up Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

Camping Location : \_\_\_\_\_

For Return of Security Bond: Bank Acc Name. : \_\_\_\_\_

BSB \_\_\_\_\_ Bank Acc No.: \_\_\_\_\_

Signed : \_\_\_\_\_ Date : \_\_\_\_\_