

These terms and conditions make up a legally binding agreement (the **Agreement**) between: Peninsula Pod Camping ABN 48 428 201 864 (**Peninsula Pod Camping**) AND the person(s) named on the Invoice (**You**).

This Agreement may be accepted by doing either one or more of the following:

- a) Signing these terms and conditions; or
- b) making payment of your Invoice.

THE PARTIES AGREE as follows:

1. Who can operate the Camper

- 1.1. Only You or an Authorised Driver can operate the Camper. You agree that you will be required to provide your drivers licence number when making your Booking. A drivers licence must be provided at the time of collecting the Camper.
- 1.2. You and the Authorised Driver must be over the age of 25 years of age at the time of the Booking with an unrestricted drivers licence. If any driver is under the age of 25 years, your booking will be cancelled and refunded.
- 1.3. If You permit any other person to operate the Camper, You will be in breach of this Agreement and You will not be eligible for coverage from Insurance.
- 1.4. You agree to comply with all state and federal laws in relation to this Agreement and Your use of the Camper.

2. What you can't do when operating the Camper

- 2.1. When operating the Camper, You agree not to:
 - a) exceed the blood alcohol limit set by law or be under the influence of drugs;
 - b) act recklessly or dangerously;
 - c) modify or alter the Camper;
 - d) smoke inside the Camper;
 - e) hire or sub-hire the Camper;
 - f) carry or transport flammable or dangerous substances in quantities more than required for domestic use;

1. Where can you use the Camper

- 1.1. The Camper must only be used:
 - a) on sealed roads;
 - b) stone roads;
 - c) dirt roads; and
 - d) access roads to camping grounds, provided the access road is maintained and no more than 5 kilometres in length.
- 1.2. The Camper cannot be taken off road on beach shores or any location that does not have an existing road that is identifiable on a map.

2. Your obligations and liability

- 2.1. You are required to pay the deposit hire fee specified on your Invoice at the time of booking your hire online.

- 2.2. The balance of the hire fee specified on your invoice must be paid seven (7) days prior to collecting The Camper.
- 2.3. You are required to return the Camper by the return date on your Booking. If the Camper is not returned by the return date, the daily hire fee will be charged for each day until the Camper is returned.
- 2.4. You must ensure that the vehicle used for towing the Camper is and complies with all state and territory requirements including compulsory third party insurance and comprehensive vehicle insurance.
- 2.5. You agree that you remain liable for:
 - a) all State and Territory fines and infringement notices for traffic offences and tolls;
 - b) all vehicle accidents caused by your vehicle; and
 - c) breakdown or mechanical failure of your vehicle.
- 2.6. You agree to:
 - a) ensure the Camper is locked and secure when unattended;
 - b) protect contents from the weather; and
 - c) operate the Camper in accordance with all instruction manuals.

3. Legal Disputes and Limitation of Liability

- 3.1. You acknowledge and agree that **Peninsula Pod Camping** not responsible for damage to your vehicle caused by towing the Camper or hitching or unhitching the Camper.
- 3.2. The aggregate liability of **Peninsula Pod Camping** to You for any Loss arising out of or in connection with:
 - a) Any act, error, negligence, misrepresentation or omission concerning or arising out of or in connection with the use of the Camper;
 - b) Any breach of the Agreement or breach of duty of any kind owed in connection with the Camper;
 - c) shall be limited to and shall not in any circumstances, exceed the amount set out in the Invoice.
- 3.3. Nothing in this Agreement is intended to exclude or restrict any liability that cannot be excluded or restricted by law.

4. Condition of the Camper

- 4.1. When collecting your Camper, we will go through the Camper with you to identify any pre-existing damage and we will take photos of the condition of the Camper before the commencement of your Booking.
- 4.2. On return of the Camper, we will carry out a final inspection with you to ensure that there is no damage to the Camper. You agree that you will be liable for the cost of repairing any damage caused to the Camper during your Booking.

5. Cancellation policy

- 5.1. If you wish to cancel your Booking please contact contact@peninsulapodcamping.com.au
- 5.2. Cancellation of Bookings will be applied as follows:
 - a) within 7 days of your Booking, no refund;
 - b) more than 7 days of your Booking, a full refund or you will be provided a full credit.

6. Force majeure

- 6.1. Neither Party has any liability under or may be deemed to be in breach of this agreement for any delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of that Party.
- 6.2. The Party affected by these circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- 6.3. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate this agreement by written notice to the other Party.

7. Applicable Law

- 7.1. The parties expressly agree that this Agreement will be governed by and interpreted in accordance with the laws of the State of Victoria.

8. Definitions

- 8.1. In these terms and conditions, the following terms have the meanings indicated:
 - a) Authorised Driver means any proposed driver of the Camper notified to Us at the time of making your Booking.
 - b) Agreement means the agreement made between **Peninsula Pod Camping** and,
 - c) Booking means the dates for travel specified on your Invoice.
 - d) Camper means the Camper to be used for hire listed in the Invoice.
 - e) Invoice means the **Peninsula Pod Camping** invoice issued through the online booking system, listing the dates of use and fee for hire.
 - f) Loss means any and all loss (including pure financial loss), injury, liability, damage, compensation, claim, demand, expense, interest or cost, including reasonable legal fees, whether arising in tort, contract or otherwise (including costs awarded or incurred) of any kind.

Name

Signature

Date
