

## TERMS AND CONDITIONS

EASTERN BAY CARAVAN HIRE hires the "Caravan" to the Hirer subject to all the terms and conditions of this agreement.

THIS AGREEMENT consists of all the terms and conditions on this page, the reverse page and on additional pages (2) and/or (3) whether printed or written. "Hirer" means the person signing the agreement. "Owner" means Eastern Bay Caravan Hire, its agents, servants or employees. "Caravan" means the caravan detailed on the reverse page of this agreement and all tyres, tools, accessories and equipment attached hereto or contained herein.

Hirer agrees to pay all collection costs if rent is allowed to get into arrears.

The "Caravan" is the sole property of the Owner and is in clean, good, sound running condition.

Hirer will pay to the Owner prior to the commencement of the hiring insurance in the way of security for payment of any damage and state of uncleanness for which the Hirer may be liable hereunder and in the event of some damage or uncleanness for which the said insurance is not all required to make good such damage the balance of same shall be returned to the Hirer no later than one week after the Hirer returns the caravan.

Hirer undertakes to pay promptly in full before taking delivery the hire and other charges specified on the reverse page.

Hirer shall take on hire the said caravan from the date and time specified and shall return it on or before the date and time specified or sooner if demanded by the Owner, by peacefully delivering up possession of the same at the Owner's premises or such other place as may be authorised by the Owner on the reverse page of this agreement, in the same condition as when received, ordinary wear and tear excepted. If the said caravan is not so returned by the date and time specified on the reverse page, the hirer shall become liable for penalty rates of hire of Twenty Dollars (\$20.00) per day or part thereof and in addition the Owner shall be entitled to treat the caravan as having been unlawfully converted by the hirer for his own use and therefore call in the Police.

Hirer will not sub-let or hire caravan to any other person.

Hirer will not use the caravan for any illegal purpose.

Hirer will comply with all laws and regulations applicable to the caravan or its use during the term of hire.

Hirer acknowledges that no warranty against defects in the caravan or accessories at the commencement of the hire is given by the Owner and that hirer shall have no claims for any inconvenience or losses caused through the caravan developing any fault during the period of hire. Hirer releases and holds owner harmless from all claims or loss or damage to personal property of Hirer or any other person, left or carried in the said caravan during the said hire period.

Hirer will during the continuance of the hiring keep the caravan in good, clean order, repair and running condition and will make good all damage thereto arising and in the event of any damage to the caravan while in his possession or contract will forthwith advise the Owner of the full circumstances of any loss or damage occurring to the caravan and of any fault developed thereunder (including the name and address of the driver and registered number of any other vehicle involved) and shall comply with the direction of the Owner as to the repairing or returning of the caravan or otherwise. Hirer must not in the case of any damage or fault which makes the caravan unroadworthy or liable to cause damage to any person or property use the caravan until such damage or fault has been repaired or corrected. Hirer shall be solely responsible for any repairs executed without the authority of the Owner.

If default is made by the Hirer in payment of any monies hereby agreed to be paid on the day which the same ought to be paid according to the term hereto or if the Hirer shall commit any breach of any of the terms of this agreement or become bankrupt or it at any time a judgement of any Court against the hirer remains unsatisfied for one day or if the caravan shall be damaged then in such case the Owner either personally or by his agent or servants or employees may immediately thereupon or at any time thereafter without any further consent by the Hirer and without giving to the Hirer any notice or waiting time and notwithstanding any subsequent acceptance of any payment of any money hereunder enter upon lands or premises whereon the caravan may be and take possession hereof whereupon this agreement shall cease and terminate but without releasing the hirer from any liability hereunder up to such date of such termination.

If before the commencement of the hiring the said caravan shall be destroyed or so damaged as to be unfit for use at the commencement of the hiring period this contract shall be at an end but the Hirer shall be entitled to a refund of all sums paid by him to the Owner hereunder.

Hirer has not given and will not give the Owner false information.

Hirer will under no circumstances interfere with the electrical wiring of the caravan of the Utilux fitting. Interference with the electrical wiring is treated as "damage".

The Hirer will not put any nails, drawing pins or screws in any part of the caravan.

The Hirer will not stick any sellotape or self adhesive labels to any part of the caravan.

The Hirer agrees that if the caravan rent is in arrears the caravan may be picked up without prior notice, by the Owner or his agent.

The Hirer agrees to keep the inside and outside of the caravan clean at all times.

The Hirer agrees to use a wet sheet on any bed used by children likely to wet the bed.

A collection fee will be charged for any arrears and necessitating caravan having to be picked up by Eastern Bay Caravan Hire or Agent.

Failure to comply with these conditions will result in the loss of bond or having the caravan picked up without prior notice.

**Eastern Bay Caravan Hire**  
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