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TERMS OF HIRE AGREEMENT FOR CARAVAN HIRE

AGREEMENT# _____

An agreement made between the owner and the hirer whose particulars are entered in the agreement.
It is thereby agreed as follows:

CARAVAN DESCRIPTION

1 The owner will hire and the hirer will take on hire of the caravan described in the agreement.

DURATION OF HIRE

2 The term of hire shall be for the period as described in the agreement.

PERSONS WHO MAY TOW THE CARAVAN

(Note: Not applicable if delivery & pickup service has been requested)

3 The caravans may be towed during the period of hire only by the persons described in the agreement and only if each such person hold a current driver's license (particulars of which are given alongside his/her name and address) appropriate for the vehicle at the time when they are driving the vehicle.

No trucks are to be used for towing.

All drivers must be over the age of 25 years.

PAYMENTS BY HIRER

4 The hirer shall pay to the owner as payment for the hire of the caravan for the period of hire referred to in clause 2 of the agreement, the sum as specified in the agreement.

5 In addition to the payment referred to in clause 4 of this agreement, the hirer shall pay to the owner the sum specified in the agreement for the insurance cover set out in clause 8 of this agreement.

HIRER'S OBLIGATION

6 The hirer shall ensure that the tyres are maintained at a proper pressure.

7 The hirer shall ensure that all reasonable care is taken in handling and parking the caravan and that it is left securely locked when not in use.

INSURANCE

8 Subject to the exclusions set out below, the hirer and any driver authorised to tow the caravan is fully indemnified in respect of any liability he/she might have to the owner in respect of the loss of or damage to the caravan and its accessories and spare parts and consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery of the caravan and its accessories and spare parts.

Subject to the exclusion set out below, the hirer and any driver authorised to tow the caravan are indemnified to the extent of **\$500.00** in respect of any liability he/she might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the caravan.

RETURN OF THE CARAVAN

- 9
- The hirer accepts that the caravan will be returned in a tidy and clean condition. All rubbish is removed from the caravan before returning. The hirer accepts that he/she may be liable to the owner for the cost incurred for grooming the caravan if hirer fails to return the caravan in a reasonably tidy condition.
 - There is a **\$100.00** fee for any toilet returned unemptied or unclean.
 - The hirer is liable for the costs of any missing or damaged chattels.

OWNER'S OBLIGATION

- 10 The owner shall supply the caravan in a safe and roadworthy condition.
- 11 The owner shall be responsible for all ordinary and extraordinary costs in using the caravan during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the hirer.
- 12 Gas bottles are provided full and must be returned full otherwise a charge will be incurred.

MECHANICAL REPAIRS AND ACCIDENTS

- 13 If the caravan is damaged or requires repair of salvage, whether because of an accident or breakdown, the hirer shall advise the owner of the full circumstances by telephone as soon as practical.
- 14 The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the caravan or to other property.

USE OF THE CARAVAN

- 15 The hirer shall not:
 - a) Sublet or hire the caravan to any other person
 - b) Permit the caravan to be used outside his/her authority
 - c) Operate the towing vehicle or permit it to be operated in circumstances that constitute an offence by the driver against Section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drug.)
 - d) Operate the towing vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976, or any other Act, regulations, or by-laws to road traffic.
 - e) Operate the towing vehicle or the caravan or permit it to be operated with more weight than specified in the certificate of loading for the caravan.
 - f) Drive or permit the towing vehicle to be driven by any person if at the time of driving the vehicle, the hirer or other person is not the holder of a current driver's license appropriate for the vehicle.
 - g) Tow the caravan on any beach, driveway or other surface likely to cause damage to the caravan.

AWNINGS

- 16 The owner will:
 - a) Supply an awning with the caravan for the duration of short term hire if needed.
 - b) The owner will do their best to supply a suitable water-tight awning in good condition but due to awnings being a temporary shelter the owner is not responsible for leakage in the event of bad weather.
- 17 The Hirer:
 - a) The hirer shall take care of the awning and make sure it is pegged down properly when there are high winds and when bad weather is likely.
 - b) The hirer shall take care putting up the awning and making sure the caravan door is closed while doing this, and taking care when dismantling the awning once again keeping the door of caravan closed, making sure all pegs, ropes, hammer etc. are left in caravan.
 - c) The hirer shall, if possible to, take the awning down dry.
 - d) If the awning is wet or damp the hirer is to inform the owner.

RETURN OF THE CARAVAN

- 18 The hirer shall at or before the expiry of the term of the hire, deliver the vehicle to the owner's place of business, or the owner's agent at the agent's place of business or obtain the owner's consent to continue the hire, or make arrangements for the owner to pick up the caravan.

Terms of Agreement continued...

- **Six** (6) week's notice of cancellation is required for a full deposit refund.
- The caravan is to be collected after 2pm on date of hire and returned by 10am on last day of hire unless prior arrangements are made. Conditions apply to tow yourself. Delivery & pickup prices on application.
- There may be additional charge for late returns. This is to be arranged before pick-up of caravan.
- A bond of **\$500.00** (this covers the insurance excess) is to be paid on pick-up of the caravan and will be re-paid to the hirer on the return of the caravan providing there is no damage and it is clean.
- Appropriate chemicals must be used in the toilet (if supplied) which must be emptied and cleaned before return or a **\$100.00** surcharge will apply.
- A full gas bottle is provided and must be full on return or a **\$45.00** surcharge will apply.
- For safety and insurance reasons, the towing vehicle must have a manufacturers rating capable of towing the hired caravan. Towing vehicle must have a current W.O.F. Tower must have a current Licence.
- No smoking or pets of any kind are permitted inside the caravan.
- All monies must be paid in full before the caravan leaves the yard.
- Payments accepted are cash, bank cheque or internet banking. If a personal cheque is used you will need to allow up to **five** (5) working days for the cheque to be cleared.
All cheques to be made out to **Dempster in Faith Enterprises Ltd.**
Internet banking deposits can be made to the following ASB Bank account number:
12-3099-0844329-01 using **surname** & the **booking number** as a reference.

The caravan you have hired remains the property of North City Caravans at all times.

I have read this agreement and accept the terms and conditions.

Signature _____

Date _____