

Make Trax Adventure Hire –Terms and Conditions

Definitions

In these Terms and Conditions the following words and expressions have the following meanings:

- *“At fault” insurance claim* means an insurance claim where it has been determined that the hirer or parties hiring the trailer are responsible for the situation leading to the claim;
- *Agreement* means these Terms and Conditions in association with the Quote provided to the hirer and, if any, the included Schedules;
- *Booking Details* means the details specified in your individual quote;
- *Camper trailer* means the camper trailer and anything attached to or included as part of the hire;
- *Caravan* means the caravan and anything attached to or included as part of the hire;
- *Commencement of this Agreement* means the date the hirer agrees to these Terms and Conditions by signing the Declaration by the Hirer or by accepting these Terms and Conditions through the booking form on the Make Trax Website;
- *Hire Commencement* means the start date of the hire period;
- *Hire Fees* means the total amount due on the invoice specific to the hire and includes the deposit stipulated in section 4 of these Terms and Conditions, but does not include the Bond stipulated in section 4 of these Terms and Conditions;
- *Hire period* means that period from and including, the start date and time, up to and including, the end date and time, specified in the quote;
- *Insurance company* means Elders Insurance (Underwriting Agency) Pty Limited or CIL Insurance (Underwriting Agency) depending on the camper trailer or caravan hired under this agreement;
- *Late returns* means where the camper trailer is returned after the return time, specified in the quote, on the end date of the hire period; and
- *Quote* means the document provided by Make Trax detailing the hire period and hire items and associated costs to the hirer;
- *Recovery* means the retrieval and return of the camper trailer to Make Trax in Lonsdale, South Australia;
- *Trailer* means the caravan or camper trailer hired under these Terms and Conditions and anything attached to or included as part of the hire.

Terms and Conditions

1. **General**
 - a. The Terms and Conditions outlined as follows are in addition to any conditions listed in the Quote;
 - b. Hirers and anyone operating the vehicle towing the trailer must be 21 years of age or over and hold a full and valid Australian driver’s licence for the entire hire period;
 - c. The hirer must provide a valid driver’s licence to Make Trax prior to hire commencement and, where necessary, valid photographic identification containing the hirer’s current residential address;
 - d. A hire is only secured upon payment of the deposit as detailed in section 4 of these Terms and Conditions;
 - e. It is the hirers responsibility to ensure that the vehicle used to tow the trailer is legally able to tow the trailer and remains legally roadworthy while towing the trailer, at all times from the start date of the hire period to the end date of the hire period; and
 - f. A minimum hire period of 3 days applies.
2. **Liability**
 - a. The hirer is liable for all claims made against them by third parties either to property or personal injury or death;
 - b. The hirer must ensure that the vehicle used to tow the trailer is registered, for the entire hire period, in an Australia State or Territory and is covered with compulsory third party insurance; and
 - c. The hirer must ensure that they hold a valid and financial insurance policy, for the entire hire period, for the vehicle used to tow the trailer, which must include third party property insurance.

3. Standard Inclusions

The following items are included in, but not limited to, the hire:

- a. Inclusions as detailed in the Make Trax Standard Inclusions relevant to the trailer hired under this Agreement.

4. Fees and Charges

- a. **Booking Deposit Fee** – 15% of the total Hire Fee including Bond is due at the time of booking to secure a booking;
- b. **Bond** - \$500 per hire for Camper Trailers or \$1000 per hire for Caravans, due at the time of payment of Hire Fees, this will be returned within 10 business days of returning the trailer in original condition;
- c. **Hire Fees** - as detailed in the quote are due to be paid in full 7 calendar days prior to hire commencement;
- d. **Cleaning Fee** – a minimum of a \$100 cleaning fee is payable if the trailer or any other hired equipment is returned dirty, at the discretion of a Make Trax representative, and shall be retained as part of the Bond paid;
- e. **Cancellation Fee** - any cancellation will incur a minimum cancellation fee to the value of the Booking Deposit Fee, bookings cancelled within 7 days of travel will incur a cancellation fee equal to the full hire fees;
- f. **Insurance Excess** – In the event of an “at fault” insurance claim an insurance excess of up to that detailed below is payable by the hirer. Additional excesses may apply.
- i. **Sar Major Offroad** - \$500 excess applicable
 - ii. **Challenge Outback Offroad** - \$500 excess applicable
 - iii. **Johnno’s Offroad** - \$500 excess applicable
 - iv. **Jayco Swan Outback** - \$2500 excess applicable
 - v. **Jayco Expanda Outback** - \$2500 excess applicable
- g. **Late returns** – additional charge of 1.5 times the normal daily rate until the camper trailer is returned;
- h. **Recovery Fee** – the lesser of \$1.90 per km or the cost to recover via tow truck or similar;
- i. Fees and charges are considered paid when received and/or cleared by Make Trax;
- j. Upon receipt of full payment Make Trax will issue the hirer with a tax invoice upon request; and
- k. Payment can be made by bank transfer, cash, credit card and PayPal. We do not accept EFTPOS.

5. Damage and Theft

- a. Where the hirer is responsible for theft, attempted theft or any malicious damage to the trailer or of any accessories, equipment or contents that are provided as part of the hire, the hirer agrees to pay Make Trax the full cost to repair or replace along with any fees or costs incurred by Make Trax as a result of the theft, attempted theft or malicious damage;
- b. Repair or replacement and associated costs of damage to the trailer tyres is the responsibility of the hirer and the hirer agrees to pay Make Trax the full cost to repair or replace the tyres along with any fees incurred by Make Trax as a result of the damage to the tyres;
- c. Accidental damage to the trailer is covered by insurance as detailed in section 8 of these Terms and Conditions;
- d. In the event of the trailer being stolen or damaged and no longer in working order, Make Trax is under no obligation to provide a replacement trailer or any supplementary accommodation or associated travel expenses;
- e. Strictly no pets or smoking inside the trailer; and
- f. Strictly no heaters other than those supplied are to be used inside the trailer, tent or annexe.

6. Breakdown

- a. In the case the trailer requires repair during hire as a result of instances such as mechanical failure or breakdown, Make Trax is to be contacted immediately before commencing any action to repair the trailer. Make Trax will not cover the cost of any repairs undertaken without prior discussion and agreement between the hirer and Make Trax;
- b. The hirer is responsible for the repair and any associated costs for repair or recovery for any instance of breakdown or mechanical failure of the trailer caused by negligence or misuse by the hirer. In the case that the repairs are substandard and require rectification, the hirer also agrees that they are responsible for any resultant rectification;
- c. In the event of breakdown, the trailer is not to be left unattended while waiting for repair or recovery, unless it is deemed unsafe to do so, or where required by law; and
- d. In the event of breakdown, the trailer is not to be left in a way which may cause damage or injury to others.

7. Recovery

- a. In the event that the trailer requires recovery due to fault of the hirer or the driver of the vehicle towing the trailer, the hirer is responsible for the costs of recovery and the return of the trailer to Make Trax in Lonsdale, South Australia; and
- b. Make Trax can recover for the fee listed under Recovery Fee in section 4 of these Terms and Conditions.

8. Insurance

- a. All trailers offered for hire by Make Trax are comprehensively insured;
- b. Camper Trailers are insured for travel on and off-road;
- c. Caravan insurance is limited to sealed roads only, no travel on unsealed roads is permitted;
- d. An excess is applicable, as detailed in section 4, in the event of making an "at fault" insurance claim, of which the hirer is liable to pay upon request of the insurance company;
- e. The insurance policy includes, but is not limited to:
 - i. Accidental damage or theft of the trailer, including the attached tent and any fixed accessories; and
 - ii. Legal Liability to the value of \$20 million, covering the loss or damage to property owned or controlled by someone else other than the hirer or their family, or the death of, or bodily injury to, another person other than the hirer or their family.
- f. The insurance Product Disclosure Statement (PDS) is available upon request from Make Trax;
- g. Contents are not covered by insurance and therefore remain the responsibility of the hirer; and
- h. Make Trax is insured for Business Liability through QBE Insurance (Australia) Limited, ABN 78 003 191 035

9. Communication

- a. Where the hirer requires clarification of the terms and conditions of this Agreement, or further direction in any other event arising that compromises the safe operation of the trailer or it's safe return as stipulated in these Terms and Conditions, prior to or during the hire period, the hirer must contact Make Trax immediately via email or telephone to discuss alternative arrangements;
- b. Neither the hirer or Make Trax shall be bound by any variation to these terms and conditions unless agreed to in writing (including email) by both parties; and
- c. Where the parties to these Terms and Conditions make alternative arrangements, including the commencement of repairs on the trailer, that extend past the scope of these Terms and Conditions, such directions may be given via email(s) and will be taken to be accepted by the parties upon transmission of such email(s).

10. Availability

- a. In the unlikely event that a trailer is not available for the hire period which has been secured by deposit or full payment by the hirer, due to unforeseen circumstances and beyond the control of Make Trax, Make Trax accepts no responsibility for costs incurred as a result and is not liable to provide an alternative trailer; and
- b. A full refund will be provided for any monies paid by the hirer, should the hire not go ahead as a result of unforeseen circumstances.

11. Claims

- a. Make Trax will suffer no claim from the hirer for re-imbusement of any costs such as for accommodation, fees, loss of deposits, compensation or any extra and sundry costs involved due to the failure of one of our campers or hired accessories either from accidental damage, mechanical breakdown or such similar event irrespective of whatever cause or event during the hire period.