



STATEWIDE CARAVAN HIRE CARAVAN HIRE AGREEMENT (LONG-TERM HIRE)

PARTIES:

1. **Quinsee Industries Pty Ltd ACN 614 047 568 trading as Statewide Caravan Hire ABN 29 614 047 568**
of [REDACTED]
("Statewide Caravans")
2. **The person/s named in the Schedule**
of the address specified in the Schedule
("Hirer")

BACKGROUND

- A. Statewide Caravans is the owner of the Caravan.
- B. The Hirer desires to hire the Caravan from Statewide Caravans.
- C. The parties wish to record the terms and conditions of hire in this agreement.

OPERATIVE PROVISIONS

1. Definitions and interpretation

In this Agreement, unless the context otherwise requires:

- **"Booking Fee"** means an amount equal to 20% of the Bond;
- **"Bond"** means the amount set out in Item 6 of the Schedule;
- **"Business Day"** means a day on which trading banks in the City of Ballarat are open for business;



- **“Caravan”** means the caravan described in Item 2 of the Schedule;
- **“Collection Date”** means the date set out in Item 4 of the Schedule;
- **“Collection and Delivery Fee”** means the amount set out in Item 7 of the Schedule, being an amount calculated by Statewide Caravans based on how many kilometres Statewide Caravans is required to travel (in total) on each occasion to deliver, as well as to collect, the Caravan;
- **“Event of Default”** means any of the events described in clause 13.1;
- **“Hire Fee”** means the hire fee set out in Item 3 of the Schedule;
- **“Hire Period”** means the period of time set out in Item 4 of the Schedule;
- **“Nominated Account”** means to the bank account details specified in Item 3 of the Schedule;
- **“Personal Information”** means:
 - A minimum of two (2) signed character references in relation to the Hirer, which must include the name, address and contact details of the person providing the reference; and
 - Evidence that the Hirer can afford to pay the fees payable under this Agreement e.g. payslips, Centrelink payments or bank statements.
- **“PPSA”** means the *Personal Property Securities Act 2009 (Cth)* and **“PPSR”** means the Personal Property Securities Register as established by the PPSA.
- **“Relocation Fee”** means an amount to be notified to the Hirer in writing, to be calculated by Statewide Caravans based on how many kilometres Statewide Caravans is required to travel (in total) in order to re-locate the Caravan to the new approved location;
- **“Rental Location”** means the location set out in Item 5 of the Schedule;
- **“Schedule”** means the schedule attached to this Agreement marked ‘Schedule’;
- **“Security Interest”** means a security interest for the purposes of the PPSA;
- a reference to the singular includes the plural and visa versa;
- a reference to a gender includes any gender;
- a reference to individuals includes corporations and visa versa;
- a reference to a Schedule is to a Schedule of this Agreement;



- the words “includes” or “including” are not words of limitation;
- a reference to a statute, regulation or other law includes all regulations and instruments made under such law and all consolidations, amendments, re-enactments or replacements of it;
- where a word or phrase is defined in this Agreement other parts of speech or grammatical forms of that word or phrase have a corresponding meaning;
- headings are convenience only and do not form part of this Agreement;
- the obligations and liabilities imposed and the rights and benefits conferred upon the parties to this Agreement are binding on them and continue in favour of each of the parties’ entitled successors, legal representatives and permitted assigns;
- any obligation covenant or liability arising from this Agreement where a party consists of more than one person binds each of those persons jointly and severally.

2. Caravan Hire

- 2.1 Statewide Caravans agrees to hire the Caravan to the Hirer and the Hirer agrees to hire the Caravan from Statewide Caravans for the Hire Period on the terms and conditions set out in this Agreement.
- 2.2 The Hirer must provide details of the proposed Rental Location to Statewide Caravans at the same time the Hirer pays the Booking Fee. If Statewide Caravans deems the proposed Rental Location to be unsuitable (in its absolute discretion), the Hirer must provide an alternative Rental Location which must be deemed suitable by Statewide Caravans. If the Hirer cannot provide a Rental Location that Statewide Caravans deems suitable, Statewide Caravans may terminate this Agreement by providing written notice to the Hirer.
- 2.3 To assist Statewide Caravans in assessing the risk in hiring the Caravan to the Hirer, the Hirer must provide any Personal Information reasonably requested by Statewide



Caravans. If the Hirer is unable to supply Personal Information to Statewide Caravans' satisfaction or if Statewide Caravans (in its absolute discretion) deems the risk unacceptable, Statewide Caravans may terminate this Agreement by providing written notice to the Hirer.

- 2.4 If the Hirer wishes to continue hiring the Caravan beyond the expiry of the Hire Period, the Hirer must request an extension to this Agreement in writing with Statewide Caravans prior to the expiry of the Hire Period ("**Extension Request**").
- 2.5 If Statewide Caravans agrees to an Extension Request, then this Agreement will continue on a week-to-week basis ("**Extension Period**").
- 2.6 If either party wishes to terminate this Agreement during the Extension Period, it must provide the other party with 14 days' prior written notice, with the Caravan to be collected from the Rental Location upon expiry of the 14 day notice period.
- 2.7 Statewide Caravans reserves the right to refuse any Extension Request, in which case this Agreement will terminate on expiry of the Hire Period and the Hirer must ensure that the Caravan is available for collection by Statewide Caravans on the Collection Date.

3. Fees

- 3.1 The Hirer must pay the following fees to Statewide Caravans by way of bank transfer directly into the Nominated Account at the times specified below:
 - (a) the Hire Fee payable weekly in advance, with the first 2 weeks payments due upfront at least 2 Business Days prior to commencement of the Hire Period;
 - (b) the Bond payable at least 2 Business Days prior to the commencement date of the Hire Period;



- (c) the Collection and Delivery Fee payable at least 2 Business Days prior to the commencement date of the Hire Period;
 - (d) a Booking Fee payable within 48 hours of this Agreement being issued to the Hirer by Statewide Caravans; and
 - (e) a Relocation Fee payable if the Hirer requests and Statewide Caravans consents to a relocation of the Caravan during either the Hire Period or the Extension Period.
- 3.2 Notwithstanding clause 3.1, the Hirer authorises Statewide Caravans to deduct any Relocation Fee from the Bond held.
- 3.3 If the Hirer fails to pay the Booking Fee within the timeframe specified in clause 3.1(d), Statewide Caravans reserves the right to offer the Caravan for hire to another customer, in which case Statewide Caravans reserves the right to not proceed with this Agreement.
- 3.4 If the Hirer cancels the booking at any time following payment of the Booking Fee and prior to delivery of the Caravan to the Rental Location, Statewide Caravans reserves the right to retain the Booking Fee as payment for any costs incurred or loss suffered as a result of this Agreement not proceeding.
- 3.5 Subject to clause 3.4, the Booking Fee will be applied towards payment of the Bond. For the avoidance of doubt, the amount required to be paid by the Hirer in payment of the Bond will be reduced by the amount of the Booking Fee already paid by the Hirer as at the date the Bond is payable.
- 3.6 Provided the Hirer is not in default under this Agreement at any time and the Caravan is returned to Statewide Caravans at the end of the Hire Period (or any extension thereof) in the same condition as it was received in, the Bond will be refunded to the Hirer in full within a reasonable time following the Collection Date.



- 3.7 Notwithstanding any other term of this Agreement, the Hirer is required to pay the Hire Fee for the duration of the Hire Period, notwithstanding that this Agreement may be terminated for any reason prior to the expiry of the Hire Period.

4. Costs, Duties and Charges

- 4.1 The Hirer must also pay or reimburse Statewide Caravans for:
- (a) any fines incurred during the Hire Period (and any extension thereof) issued by any local councils or any other entities/government bodies in relation to the Caravan or the location of the Caravan;
 - (b) any expenses which Statewide Caravans may reasonably incur in retaking or attempting to retake possession of the Caravan;
 - (c) any moneys which Statewide Caravans may reasonably think fit to pay to make good any failure by the Hirer to comply with any of its obligations;
 - (d) any costs or expenses (including legal costs) reasonably incurred by Statewide Caravans in connection with the protection of the Caravan or the enforcement of Statewide Caravans' rights under this Agreement including but not limited to preparing, lodging or registering a financing statement in relation to the Security Interest granted to Statewide Caravans under this Agreement pursuant to the PPSA.
- 4.2 The Hirer must pay all amounts due under this Agreement in full, free from all deductions and offsets. This obligation continues regardless of whether the Caravan is lost, stolen, damaged or destroyed, if it is defective or if the Hirer can no longer use it.

5. Hirer's Obligations

For the duration of the Hire Period (and any extension thereof), the Hirer agrees:



- 5.1 not to allow any other person or entity to use, re-hire, or have possession or control of the Caravan at any time, or give or permit any other person or entity to hold an interest in or form of security over the Caravan;
- 5.2 to use the Caravan in accordance with all applicable laws, regulations and guidelines, and for its intended use;
- 5.3 not use the Caravan nor permit it to be used in such a manner as would permit any insurer to decline any claim;
- 5.4 keep and maintain the Caravan in good repair, condition and working order, normal fair wear and tear excepted;
- 5.5 to care for and maintain any items of furniture, appliances, fittings and chattels that are included in the Caravan for the duration of the Hire Period (and any extension thereof) and deliver them to Statewide Caravans at the end of the tenancy in the same condition as at the commencement of the Hire Period (fair wear and tear excepted). The Hirer must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture, appliances, fittings and chattels.
- 5.6 not to alter or improve the Caravan without Statewide Caravans prior written consent;
- 5.7 not to remove or relocate the Caravan to any site other than at the Rental Location, except in accordance with clause 6;
- 5.8 to protect Statewide Caravans' interest in the Caravan and do everything (including signing documents) necessary to register Statewide Caravans' interest in the Caravan;
- 5.9 in the event of damage to the Caravan, or the Caravan becoming unsafe for use during the Hire Period (or any extension thereof), the Hirer agrees to immediately stop using



the Caravan, take all steps necessary to prevent injury to persons or property as a result of the condition of the Caravan and further damage to the Caravan itself, notify Statewide Caravans immediately and not repair or attempt to repair the Caravan without Statewide Caravans written consent;

5.10 not to smoke in the Caravan or in the immediate vicinity of the Caravan;

5.11 not allow any animals to enter or reside in the Caravan.

6. Relocation

6.1 The Hirer must not remove or relocate the Caravan to any site other than the Rental Location as approved by Statewide Caravans in accordance with clause 2.2.

6.2 If the Hirer wishes to relocate the Caravan to a new site during either the Hire Period or the Extension Period, the Hirer must first:

- (a) provide at least 14 days' written notice to Statewide Caravans, together with details of the new proposed rental location, together with any other information reasonably requested by Statewide Caravans; and
- (b) pay to Statewide Caravans the Relocation Fee at least 2 Business Days prior to the date scheduled by Statewide Caravans to relocate the Caravan.

6.3 Statewide Caravans reserves the right to refuse a request under clause 6.2 if:

- (a) the Hire Fee or any other payments due under this Agreement are not paid up to date as at the date Statewide Caravans receives the request; or
- (b) it does not deem the new proposed Rental Location to be suitable in its absolute discretion.

6.4 Notwithstanding any other term of this Agreement, if the Hirer makes a request under clause 6.2 during the Extension Period, Statewide Caravans reserves the right to request



the Hirer enter into a new 12 week agreement prior to agreeing to a relocation of the Caravan, If the Hirer is not agreeable to entering into a new 12 week agreement, then Statewide Caravans can (in its absolute discretion) refuse the request to relocate the Caravan, and may terminate this Agreement in accordance with clause 2.6.

7. Title and risk

- 7.1 The Hirer acknowledges that Statewide Caravans retains ownership of the Caravan and the Hirer's rights to use the Caravan are as licensee only.
- 7.2 All risk for the Caravan passes to the Hirer on delivery of the Caravan to the Rental Location.
- 7.3 The Hirer must not:
 - (a) attempt to sell, dispose of or encumber the Caravan in any way;
 - (b) sublet or otherwise part with possession of the Caravan or any part thereof to any third party; or
 - (c) assign this Agreement.

8. Access

- 8.1 The Hirer must at all times provide Statewide Caravans with reasonable access to inspect the Caravan to confirm its existence, condition and proper maintenance.
- 8.2 The Hirer must comply with any requests from Statewide Caravans to conduct an inspection of the Caravan via any of the following methods:
 - (a) a representative of Statewide Caravans physically attending the Rental Location to carry out an inspection of the Caravan in person; or
 - (b) video technology such as zoom or facetime; or



- (c) the Hirer taking photos of the state of the Caravan and submitting them to Statewide Caravans.

Statewide Caravans reserves the right to conduct inspections of the Caravan via any of the methods set out in clause 8.2 on a monthly basis.

9. Damage and Repairs

- 9.1 The Hirer will be responsible for the costs of fixing any damage to the Caravan.
- 9.2 The Hirer acknowledges that the Hirer may be liable for any repairs or maintenance costs to any furniture, appliances, fittings and chattels leased with the Caravan if the Hirer has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture, appliance, fitting or chattel.
- 9.3 If the Caravan requires any maintenance during the Hire Period or if any appliances stop working through no fault of the Hirer, the Hirer must notify Statewide Caravans as soon as possible so that Statewide Caravans can arrange for any repairs to be carried out.

10. End of the Hire Period

- 10.1 The Hirer must ensure that the Caravan is in good working order and condition at the end of the Hire Period (or any extension thereof), having regard to the condition the Caravan was in at the start of the Hire Period.
- 10.2 Following collection and an inspection of the Caravan, Statewide Caravans reserves the right to deduct from the Bond the following amounts if any furniture, appliances, fittings or chattels are damaged or if the Caravan requires additional cleaning:
- (a) missing or damaged appliances: \$50 per appliance;
 - (b) missing or damaged television: \$300;



- (c) cleaning fee if the Caravan is visibly dirty: \$100;
- (d) additional cleaning fees as a result of an undisclosed pet or smoking in the Caravan: \$500; or
- (e) any other damages to the Caravan as notified by Statewide Caravans to the Hirer.

11. Indemnity

- 11.1 The Hirer shall possess the Caravan at the Hirer's risk and Statewide Caravans shall not be liable to the Hirer (except to the extent that liability cannot, by law, be excluded) for or with respect to of any loss or damage whatsoever caused to the Hirer whether by way of personal injury, property damage, delay, financial loss or otherwise arising from or incidental to a breakdown or defect in the Caravan or any accident to or involving the Caravan.
- 11.2 The Hirer is liable for and indemnifies Statewide Caravans against damage to the Caravan caused by undue wear and tear; and any costs associated with repair or replacement of any worn or damaged parts.
- 11.3 The Hirer indemnifies Statewide Caravans and must keep it indemnified to the full extent permitted by law from and against all actions, proceedings, claims and demands by any person whatsoever in respect of damage to property, injury to persons, or otherwise arising out of or alleged to arise out of a breakdown or defect in the Caravan or in relation to its use, operation, repair, maintenance, or storage.

12. Warranties

- 12.1 The Hirer warrants that before signing this Agreement it has satisfied itself:



- (a) as to the condition, quality and suitability of the Caravan for the Hirer's purposes;
- (b) that the Caravan complies with the description in the Schedule;
- (c) the Caravan is in good working order; and
- (d) any furniture, appliances, fittings and chattels included with the Caravan are in good condition as at the date of this Agreement unless specifically noted to the contrary.

12.2 All express or implied terms, conditions, warranties, statements, assurances and representations in relation to the Caravan are expressly negated and excluded except for:

- (a) the express provisions of this agreement; and
- (b) those conditions and warranties which must be implied under the law of Victoria.

12.3 Statewide Caravans is not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Caravan.

13. Default and Termination

13.1 The Hirer defaults under this Agreement if:

- (a) the Hire Fee or any other money payable by the Hirer is unpaid for fourteen (14) days from the due date for payment; or
- (b) the Hirer breaches any other term of this Agreement; or
- (c) the Hirer removes the Caravan from the Rental Location for any period of time without Statewide Caravans permission; or
- (d) the Hirer does or permits any act or thing likely to prejudice or put in jeopardy Statewide Caravans' rights or interests in the Caravan; or
- (e) a representation or warranty made by the Hirer in connection with this Agreement is found to be incorrect or misleading; or



- (f) the Hirer becomes bankrupt.
- 13.2 If the Hirer defaults under clause 13.1, Statewide Caravans may by notice in writing to the Hirer terminate this Agreement.
- 13.3 If this Agreement is terminated under clause 13.2, the Hirer must immediately:
- (a) return the Caravan to Statewide Caravans (at its own expense) in good working order and condition to a place specified by Statewide Caravans; and
 - (b) pay to Statewide Caravans all other moneys payable under this Agreement; and
 - (c) pay to Statewide Caravans on demand the amount of any loss reasonably incurred by Statewide Caravans in terminating this Agreement.
- 13.4 Notwithstanding clause 13.3(a), Statewide Caravans may retake possession of the Caravan and is authorised by the Hirer to enter the Rental Location or other premises where Statewide Caravans believes the Caravan is located at any time in order to do so.
- 13.5 The Hirer indemnifies Statewide Caravans against liability, loss, costs, charges, expenses arising because of an Event of Default including, in each case, without limitation, legal costs and expenses on a full indemnity basis.
- 13.6 If the Hirer defaults in any payments due under this Agreement then the Hirer must pay interest on the overdue amounts at the rate of 2% per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983* (Vic). Interest is to be calculated daily from the due date, continuing until the overdue money is paid and is capitalised weekly.

14. PPSA

- 14.1 The Hirer agrees to immediately notify Statewide Caravans in writing if it changes its name or address or if there are any changes to any of the data relevant to a financing



statement under the PPSA in respect of this Agreement, including (but not restricted to), any of the information in the Schedule.

- 14.2 Statewide Caravans may register any Security Interest which it considers arises out of this Agreement.
- 14.3 The Hirer agrees that Statewide Caravans has a Security Interest in the Caravan, securing the amount owing by the Hirer to Statewide Caravans under this Agreement and that the Security Interest extends to any proceeds (as defined in the PPSA) of the Caravan.
- 14.4 The Hirer agrees to promptly do anything (for example obtaining consents, signing documents, having others sign documents, supplying information, and entering into a subordination or priority agreement with any other secured party) which Statewide Caravans asks to:
- (a) ensure that the Security Interest created under this Agreement is perfected and otherwise effective;
 - (b) assist Statewide Caravans to exercise any right in connection with the Security Interest.
- 14.5 The Hirer waives any right it may have at any time (including under s 157 of the PPSA) to receive a copy of a verification statement or other notice contemplated in the PPSA.
- 14.6 The Hirer waives its right to receive anything from Statewide Caravans under s 275 of the PPSA, and agrees not to make any request of Statewide Caravans under that section.
- 14.7 To the extent permitted by law, the Hirer agrees that Statewide Caravans owns, and the Hirer waives any right it may have to, anything installed in or affixed to the Caravan, including any rights the Hirer may otherwise have under Part 3.3 of the PPSA.



15. General

15.1 The parties acknowledge and agree:

- (a) this Agreement is to be governed by and construed in accordance with the laws of the State of Victoria;
- (b) The Hirer appoints Statewide Caravans as its attorney after the occurrence of an Event of Default to do anything the attorney reasonably considers desirable to facilitate the exercise of Statewide Caravans' rights under this Agreement;
- (c) Any term or condition of this Agreement which is invalid, unlawful, void or unenforceable and capable of severance without effecting any other term or condition in this Agreement shall be severed;
- (d) Any notice, invoice or document shall be deemed to be sufficiently served if posted by ordinary pre-paid post addressed to the relevant party at the party's last known address and shall be deemed to have been received by that party on the second business day following the date on which it was posted.
Alternatively, if served by facsimile or email transmission during normal business hours on a business day, such notice, invoice or document shall be deemed to have been given on the business day which next follows the day of transmission;
- (e) The rights and obligations of the Hirer and Statewide Caravans will continue and will not be affected by the termination of this Agreement;
- (f) The parties agree that the terms and conditions of this Agreement constitute the whole of the agreement between them;
- (g) Where there is more than one Hirer named, each Hirer is jointly and severally liable to pay the Hire Fee and fulfil all other obligations to Statewide Caravans under this Agreement;
- (h) No waiver by Statewide Caravans of any default, breach or repudiation by the Hirer will affect Statewide Caravans' rights in respect of any further or continuing default, breach or repudiation;



- (i) No variation of this Agreement will be effective unless it is in writing and signed by both parties; and
- (j) The Hirer hereby irrevocably authorises Statewide Caravans to complete any blank spaces appearing in the Schedule and in particular to insert the dates of the Hire Period, the reference number and other identification data for the Caravan.