



Hire Terms and Conditions (Fleet Hire)

These terms and conditions apply to any hire booking made for or by you (the Renter) with Valley Outdoors (the Owner) where that hire is subject to our Fleet Hire pricing and/or Fleet Hire Terms and Conditions.

Booking

All bookings are made with Valley Outdoors (ABN 63 611 304 651). By booking a hire with us you have agreed to be bound by the terms and conditions set out in these Booking Conditions, and any special conditions that may apply. Your booking will be accepted by us on this basis. If we accept your booking, we will issue you with a booking confirmation invoice. The services to be provided are those referred to in your booking confirmation invoice. A contract will exist between you and us from the date we issue the confirmation invoice or if you book within 21 days of the hire date the contract will exist when we accept your payment.

Valley Outdoors reserves the right to make amendments to these terms and conditions from time to time. If you hold a future booking, Valley Outdoors will notify you of any amendments to these terms and conditions that may affect you.

Prices and Payment

Prices are quoted in Australian dollars and include GST (unless otherwise specified) and all payments must be made in Australian dollars. Payment can be made either by direct deposit, cheque, credit card (Mastercard, Visa or AMEX), EFTPOS, or cash (\$AU only). Payments by cheque or direct deposit must be received a minimum of 21 days before your tour. Cheques should be made payable to *Travis Frenay trading as Valley Outdoors*. A surcharge may be applied to credit card payments.

Deposits and Final Payments

You are required to pay a non-refundable deposit for your booking to be confirmed. Certain hires may require full payment at the time of booking. We will advise you of these amounts at the time of booking. The balance of the hire price is payable according to the conditions on your invoice. If this deposit is not paid, we reserve the right to treat your booking as cancelled by you and any cancellation charges outlined in the next section will apply.

Cancellations and changes by you

A hire price is quoted as a package. No partial refunds or credit will be given for services not used.

Cancellations by you

If you wish to cancel your hire, you must notify Valley Outdoors in writing. Once we receive your notice, cancellation will take effect subject to the following:

- If cancellation takes place more than 21 days prior to your hire date, Valley Outdoors will refund all monies, including any deposit.

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- If cancellation takes place less than 21 days prior to your hire date, Valley Outdoors will hold the deposit amount as a credit. This credit is transferable but is not redeemable for cash.
- If cancellation takes place less than 7 days or less prior to your hire date, 50% of the hire price will be forfeited.
- If cancellation takes place 36 hours or less prior to your hire date, 100% of the hire price will be forfeited.

Any amount forfeited, which has not then been paid to Valley Outdoors by you, may be recovered from you by us as a debt due and payable.

Failure to attend a hire will result in loss of hire fare. Late arrival for your hire may result in forfeiture of hire fare. If a hire is cancelled by you after commencement, no refund will apply.

Changes by You

To avoid disappointment, notify us of any changes to your booking as early as possible. We will endeavour to accommodate changes to your booking and additional requests, but any changes are at the discretion of Valley Outdoors and are subject to range of factors.

If you wish to make amendments to your hire arrangements, you must notify Valley Outdoors in writing. Any requested amendment to hire arrangements is subject to availability and at the discretion of Valley Outdoors. Amendments to your hire arrangements may incur an administration fee and you will be liable for any increase in operational expenses or price variation occasioned by the amendment.

Cancellations and changes by Valley Outdoors

From time to time, we may have to, and reserve the right to, cancel or vary hires (including but not limited to start and finish times, locations, pricing, inclusions, or itinerary). For Renter's who have hires that are cancelled by Valley Outdoors for any reason other than a Force Majeure Event will normally be offered a credit for a future hire. If this is not agreeable to you, you may request a refund.

We will not be liable for, and you will have no right to claim compensation for any injury, loss, expense or damage, or for any loss of time or inconvenience, or other additional expenses incurred (either directly or consequentially) on or by virtue of any cancellation or variation of any Valley Outdoors hire. Any additional expenses or other losses relating to your booking or the hire (including but not limited to cancellations, extra expenses, or third party claims) remain your sole responsibility.

The total amount of any refund is limited to the tour price paid by you.

If we cancel a hire after commencement, a partial refund may apply.

Force Majeure

A "Force Majeure Event" includes but is not limited to: acts of God; war; civil commotion; riot; blockade or embargo; explosion; breakdown; union dispute; earthquake; epidemic, pandemic or

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other health emergency; venue closures; extremes of weather; fire hazards; atmospheric hazards or air quality; flood or water hazards; windstorm or other extreme weather event; lack or failure of courses of supply; conditions that are otherwise likely to be hazardous or dangerous; a government travel warning or advice, or any change in such warning or advice; any other adverse or threatening conditions whether political or military or terrorist or otherwise; passage of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority, beyond the reasonable control of the parties, whether or not foreseeable, which would make it dangerous or not viable for a hire to commence or continue, or if, in the absolute discretion of Valley Outdoors, there is a likelihood of any such event occurring which may impact upon the safety of the Renter, or if an act or omission of a third party prevents the hire or an aspect of the hire being delivered in accordance with your booking.

If Valley Outdoors is prevented (directly or indirectly) from performing any of its obligations under the terms of this Agreement because of a Force Majeure Event, Valley Outdoors shall not be liable for and nor will you be entitled to seek any compensation for any injury, loss, expenses or damage (either direct or consequential).

If a hire is cancelled due to a Force Majeure Event, we will offer you a choice of:

- a) a 100% credit of monies paid for your hire; or
- b) a refund minus unrecoverable costs.

If the cancellation due to a Force Majeure Event occurs after a hire has commenced, we can offer you a choice of a pro-rata:

- a) 100% credit for the days that remain on your hire; or
- b) refund minus unrecoverable costs of the days that remain on your hire.

Any credit resulting from a cancellation under this clause does not have an expiry date and is not redeemable for cash.

Accessibility and Inclusion

Valley Outdoors is an inclusive business that aims to accommodate all participants. If you have any additional requirements, considerations, and specific needs, then please let us know at the time of booking so that we can ensure we are able to make reasonable adjustments and adopt strategies to allow full participation in the activity. Requirements, considerations, and specific needs may relate to or include, but are not limited to, disabilities, mobility challenges, medical conditions, sensory processing challenges, regular medication requirements, cultural and, or faith considerations.

Check-Out Of Equipment

The Renter responsible for the Equipment for the Hire Period. The Equipment always remains the property of Valley Outdoors.

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Refusal of hire

The Renter must be 18 years or older. Photograph identification is required for the Renter for all hires.

We reserve the right to remove or deny access to anyone who, in our opinion, is under the influence of drugs or alcohol, is a hazard to themselves or others, likely to cause harm (to others, equipment, or the environment), abusive, incapable, unprepared, or acts in any way that may impact the safe participation in the activity or safe use of the equipment.

Security Deposit

A security deposit is applicable to some hires. On or before pickup of the Equipment you must pay a Security Deposit debited to your credit or debit card immediately. The Security Deposit is fully refundable to you provided you return the Equipment undamaged and have complied fully with this Hire Contract. You authorise Valley Outdoors to deduct from the Security Deposit any amounts due to Valley Outdoors arising out of this Hire Contract. You also authorise Valley Outdoors to process your credit card information in their name for all Rental charges and any other fines, retrieval, court costs, penalties, administrative fees and/or other violations that may be incurred by you during the Rental term.

Inspection of equipment

Valley Outdoors states that to the best of their knowledge and belief that the equipment is in sound and safe condition and free of any known defects or faults which would affect its safe operation under normal use. You are responsible for inspecting all equipment carefully and to bring any missing or damaged equipment to the attention of Valley Outdoors. Make sure any discrepancies are noted on the rental agreement. Any discrepancies not noted on the rental agreement may result in a fee for damaged or missing equipment.

Transport of equipment

Renters are responsible for connecting any trailer, lights, and chains properly, and for securing all equipment before driving. You acknowledge and accept that loading equipment onto a vehicle or a trailer has the potential to cause damage to person or property during loading, unloading or transport of the equipment.

Equipment use

- Except as provided by law, the equipment is hired without warranty or guarantee of any kind (this includes item logs, storage history, age, or any other record).
- The Renter agrees to use all equipment for its designed purpose only and in accordance with manufacturer's recommendations.
- The Renter must not in any way alter, modify, tamper with, damage or repair the Equipment
- The Renter must use best endeavours to ensure that the Equipment does not become contaminated with or exposed to any hazardous substances during the Hire Period
- The rented equipment shall not be used for any illegal purpose.

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- The Renter is responsible for selecting the Equipment and satisfying yourself as to its suitability, condition and fitness for the particular purpose for which you require the Equipment. No advice is provided on the correct use of the equipment.
- The Renter is responsible for ensuring the safe operation and handling the Equipment, and that participants have the adequate skills, knowledge and experience to safely complete the planned activity.
- Participants must wear suitable attire, including any personal protective equipment, for the expected weather conditions and the activity. Use of aquatic equipment requires the wearing of a life jacket.

Complaints

If you have a complaint about your hire please inform us as soon as possible so that we can attempt to rectify the matter. If you believe that your complaint has not been resolved through these means then any further complaint should be put in writing to us within 30 days of the end of the hire.

Check-In (return) of Equipment

The Renter must return the Equipment to Valley Outdoors in the same clean condition and good working order it was in when they received it, ordinary fair wear and tear excluded. It is The Renter's responsibility to return the Equipment during Ordinary Business Hours. The Renter must obtain the prior approval of Valley Outdoors if you wish to return the Equipment outside Ordinary Business Hours. The Renter must not change the drop-off location from that specified in the Hire Form unless you have first obtained authorisation from Valley Outdoors.

Late returns

Equipment must be returned at the agreed time. Any returns after this time will incur a surcharge. If equipment is not returned within 3 working days of the due date, you will be charged the full replacement cost of the non-returned equipment.

Dirty Equipment

A cleaning fee will be charged if the rental equipment is returned in an excessively dirty condition. Valley Outdoors does not expect rental equipment to be returned in spotless condition but please make a reasonable effort to clean gear before returning it.

Damaged equipment

During the Hire Period the renter is responsible for the equipment and shall take all reasonable steps to properly care for and maintain the Equipment. In the event that the Equipment is lost, stolen or damaged beyond fair wear and tear, the Renter will be liable for any costs incurred by Valley Outdoors to recover, repair and/or replace the Equipment.

It is solely the discretion of Valley Outdoors to determine if damaged equipment will be repaired or replaced. Replacement costs are calculated at full market price of an equivalent product, including shipping and GST.

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Acceptance of Risk

The Renter acknowledges that the use of the hire equipment involves a degree of personal risk. The renter may be undertaking activities where present dangers and physical challenges are greater than those present in our daily lives. It is the Renter's responsibility to be acquainted with all relevant information, including applicable risks and the nature of activity. The Renter acknowledges that the equipment hire is made in light of consideration of this information and the Renter accepts the risks attendant upon such activity. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

Release and discharge from all claims

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the hire, you release, waive and discharge all Valley Outdoors representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occurring during or in connection with the hire or any activities conducted in conjunction with the hire unless caused by the reckless conduct of Valley Outdoors representatives.

Limitation of liability

Our services which include our equipment hire ("**Services**") may come with guarantees that cannot be excluded under Australian Consumer Law.

"Australian Consumer Law" means the uniform consumer protection law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (the **CCA**).

To the maximum extent permitted by law (including the CCA) we exclude all liability whatsoever to you or any other person (whether in contract tort or otherwise) for any loss (whether direct, indirect, consequential) including death or personal injury or damage of any kind that may be suffered as a result of any act or omission whether negligent or otherwise by or on behalf of us in connection with the Services or any other matter or thing relating to these Booking Conditions except to the extent that such loss or damage is incurred as a direct result of our fraud or wilful misconduct. This clause does not limit or exclude your rights under the CCA.

(Limitation of Liability) Where the law implies a warranty into these Booking Conditions which may not lawfully be excluded (in particular warranties under the CCA) our liability for breach of such a warranty will be limited to either supplying the Services again or payment of the cost of having the services supplied again.

(Indemnity) You indemnify us (and all of our subsidiaries, officers, employees, contractors and agents) against all losses, claims actions, proceedings, damages, costs and expenses (including legal fees) arising from any claim by a third party arising directly or indirectly out of or in connection with:

- a. your access or use of the Services, this includes your delegate's access or use of the Services; and
- b. any breach by you (or your delegate) of:

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- i. these Booking Conditions; or
- ii. any additional terms applicable to providing the Services,

except to the extent that such loss or damage as a direct result of our fraud or wilful misconduct.

Any disputes between you and any third party in relation to this hire or the hire equipment, are to be resolved solely between you and that party.

(Vicarious liability) We shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by us nor for any intentional or negligent acts of our employees committed while off duty or outside the course and scope of their employment.

Privacy and personal information

Information will be collected by Valley Outdoors about you to manage your booking. Any personal information provided by you will be used to manage your booking and will not be shared with external parties, except as required in order to manage your booking or as required or authorised by law. We may also use your information for customer service improvements and to contact you from time to time about news and events regarding Valley Outdoors. You can unsubscribe from this communication at any time. Your personal information will be held and used in accordance with Valley Outdoors Privacy policy.

By signing these terms and conditions you certify that your image may be used without charge by Valley Outdoors for promotional purposes including but not limited to the website, printed promotional items and promotional presentations, unless you notify us in writing that you do not wish to have your image to be used for these purposes.

The Bushwalkers Code

Hire activities are often conducted in sensitive areas. We love assisting you with access to these natural and cultural wonders but ask that you respect and protect these wondrous resources. Please do not interfere with, pick up, alter or remove any plant, animal or other natural, historical or cultural feature. Valley Outdoors encourages you to follow the Bushwalkers Code during your activity: <https://www.bushwalkingnsw.org.au/bushwalkers-code/> .

Severance of conditions

If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions; however, the remainder of the conditions are not altered.

Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of the state of New South Wales, Australia.

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