

## INFORMATION SHEET – PLEASE READ

Dear Consumer (you, your),

Before entering into an agreement with Camplify Co (Australia) Pty Ltd ACN 603 217 287 (we, us, our), please ensure that you read and understand this Information Sheet and our Owner Terms and Conditions (**Agreement**) to which this Information Sheet is annexed and to which it relates.

**If you do not understand this Information Sheet or the Agreement you should seek independent legal advice.**

These documents govern our dealings with you and how we will provide our goods and services to you, as well as our obligations to you and your obligations to us. **You should be aware that the Agreement contains provisions that may substantially prejudice your interests**, including the following clauses:

**Clause 6.11:** This clause excludes (to the extent permitted by the Law) our liability for any loss you, a Hirer or a third party may suffer as a result of your failure to comply with any towing requirements and obligations for tow vehicles or towable vehicles and you indemnify us in respect of any such loss.

**Clause 9.10:** This clause excludes (to the extent permitted by the Law) our liability for any loss you may suffer as a result of any act or omission we make, unless the loss is a result of our negligence or breach of the Agreement.

**Clause 9.12:** Where we are not permitted to exclude our liability, our liability will be limited to the value of four (4) days rental for one item of the Owner's Equipment based on the average daily rate for that item of Equipment for the preceding twelve (12) month period.

**Clause 9.13:** This clause provides that we do not provide, and expressly exclude (to the extent permitted by the Law) all warranties made by us.

**Clause 10:** This clause requires you to take out and maintain a comprehensive insurance policy that meets the requirements set out, including indemnifying us. You can participate in the Camplify Membership program and receive the benefit of the Camplify Promise or Bring Your Own Insurance. However, we reserve the right to not accept your

policy. We also reserve the right to require you to take out additional coverage.

**Clause 15.5:** This clause requires that any entitlement to a refund that is classified as change of mind is subject to a refund processing fee of \$25.00 (including GST), or such other amount as notified by us on the Camplify Website from time to time. This is a non-refundable amount charged to the Hirer and payable to us. We, in our sole discretion, may waive the operation of this Cancellation Policy at any time.

**Clause 15.12:** This clause provides that for cancellations initiated by you, the following amounts will be charged by us or deducted from the next payment due to you after a cancellation. If you cancel a booking:

- (a) more than seven (7) days before check-in, the cancellation charge will be \$50;
- (b) less than seven (7) days before check-in, the cancellation charge will be \$200; and
- (c) less than fourteen (14) days before check-in where part of the Rental period falls within a Peak Period the cancellation charge will be \$500.

We reserve the right to waive this cancellation fee.

**Clause 26.3:** This clause enables us to vary the Agreement at any time by providing you with email notification giving fifteen (15) days' notice before the variation comes into effect. If you do not agree with the variation you can terminate the Agreement.

# CAMPLIFY OWNER TERMS AND CONDITIONS

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## THE PARTIES AGREE AS FOLLOWS:

### 1. YOUR AGREEMENT WITH CAMPLIFY

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- 1.1 The Owner acknowledges and agrees that by listing Equipment for hire on the Camplify Website, the Owner enters into a binding agreement with Camplify Co (Australia) Pty Ltd ACN 603 217 287 (**Camplify**) comprising:
- (a) these terms and conditions;
  - (b) the Camplify Membership Agreement (in respect of Owner's who have a Camplify Flexible Membership or Camplify Premium Membership);
  - (c) the Camplify Policies; and
  - (d) any other terms, documents or policies provided or adopted by Camplify and provided or notified to the Owner prior to or at the time that the Owner lists any of its Equipment for hire on the Camplify Website,
- (collectively, **the Agreement**).
- 1.2 The Owner should read the Agreement carefully. If there is anything that the Owner does not understand it should notify Camplify prior to listing its Equipment for hire on the Camplify Website, as listing Equipment on the Camplify Website is the Owner's acknowledgement that it has read and understood the Agreement in its entirety and that it agrees to be bound by it.
- 1.3 Camplify may use electronic signatures, click wrap or browse wrap agreements as a means of entry into this Agreement. When an Owner inserts an electronic signature or accepts a click wrap or browse wrap agreement by the means provided, including but not limited to, accepting a check or tick box to acknowledge acceptance, the Owner consents to the use of this means of acknowledgement and acceptance of all or any part of the Agreement, including but not limited to, the Owner's obligations under the Agreement.

## 2. BACKGROUND AND OWNER ACKNOWLEDGEMENTS

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- 2.1 Camplify carries on the business of providing an online platform (**Camplify Website**) for the renting of equipment such as caravans, camper trailers, motor homes or other equipment to customers on a 'peer to peer' and commercial basis.
- 2.2 Camplify is the provider of the Camplify Website **only**. The Owner acknowledges that Camplify does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any equipment for hire under this Agreement, including the Equipment. The Owner is responsible for its Equipment, the information provided in any listing for the Equipment on the Camplify Website and compliance with this Agreement.
- 2.3 The Owner owns the Equipment that it will make available for rental to customers who book through the Camplify Website subject to this Agreement.
- 2.4 The parties wish to market and promote Camplify as the provider of a unique holiday experience and platform.
- 2.5 The Owner appoints Camplify as its agent to market and promote Camplify, the rental of the Equipment and provision of the Equipment Rental Services, and Camplify accepts that appointment on the terms and conditions of this Agreement. In consideration for Camplify accepting this appointment, the Owner agrees to comply with the terms and conditions of this Agreement.

## 3. DEFINITIONS AND INTERPRETATION

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- 3.1 The following terms have the corresponding meanings set out below:

**Accident** means an unforeseen event, mishap or incident that results in Damage to the Equipment or Third Party Loss that occurs while the Equipment is being hired or rented by a Hirer in accordance with the Hirer Terms and Conditions.

**Accident Excess Amount** means the total amount payable by the Hirer for any Accident or Damage under the Accident Excess Reduction Package they have selected.

**Accident Excess Deposit** means the amount that may be payable by the Hirer to Camplify at start of the rental period pursuant to the relevant Accident Excess Reduction Package for Camplify to verify that funds are available on the Hirer's supplied credit card in accordance with the Hirer Terms and Conditions.

**Accident Excess Reduction Package** means the package selected by the Hirer relating to the excess payable by the Hirer in the event of an Accident during the rental period. Also known as the Accident Excess Reduction (AER) on the Camplify Website.

**Anniversary Date** means 11.59 pm on the date shown as the “Anniversary Date” on the Profile Go Live.

**Bring Your Own Insurance** means comprehensive insurance cover for the Equipment taken out and managed by the Owner independently of Camplify that must comply with the terms of this Agreement.

**Business Day** means:

- (a) for the purposes of receiving a notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the notice is to be received; and
- (b) for any other purpose, a day other than a Saturday or Sunday on which the banks are open for business in Sydney, New South Wales.

**Camplify App** means the Camplify application for download on any apple or android device via the app store.

**Camplify Cancellation Policy** means the Camplify Cancellation Policy available at <https://www.camplify.com.au/cancellation-policies> as may be amended from time to time.

**Camplify Dispute Resolution Policy** means the Camplify Dispute Resolution Policy available at <https://www.camplify.com.au/dispute-resolution> as may be amended from time to time.

**Camplify Exclusion Document** means that part of the Camplify Membership Agreement that sets out the Excluded Damage that is **not** covered by the Camplify Promise.

**Camplify Extenuating Circumstance Policy** means the Camplify Extenuating Circumstance Policy available at <https://www.camplify.com.au/covid-19/extenuating-circumstances> as may be amended from time to time.

**Camplify Flexible Membership** means the flexible membership option available to Owners to purchase as detailed at <https://www.camplify.com.au/owner-insurance> and

in the Camplify Membership Agreement as amended from time to time.

**Camplify Inclusion Document** means that part of the Camplify Membership Agreement that sets out the Damage that is covered by the Camplify Promise.

**Camplify Membership Agreement** means the document on Camplify's website which summarises the inclusions and exclusions of each of the Camplify Memberships as amended from time to time.

**Camplify Membership** means the membership option that the Owner chooses when the Owner signs up to the Camplify Website, being either: Bring Your Own Insurance; Camplify Flexible Membership; or Camplify Premium Membership.

**Camplify Policies** means the Camplify policies referred to in this Agreement and any other policies adopted by Camplify from time to time as notified to Owners on the Camplify Website.

**Camplify Premium Membership** means the premium membership option available to Owners to purchase as detailed at <https://www.camplify.com.au/premium-member> and in the Camplify Membership Agreement as amended from time to time.

**Camplify Privacy Policy** means the Camplify Privacy Policy available <https://www.camplify.com.au/terms> as they may be amended from time to time.

**Camplify Promise** has the meaning given to that term in clause 10.5.

**Camplify Website** means the website at <https://www.camplify.com.au/>.

**Change of Mind** is defined as any refund given to a Hirer in accordance with this Agreement, that is not covered under an Extenuating Circumstance.

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, Accident, Damage, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this Agreement

**Commission** means the commission calculated based on the Camplify Membership that the Owner chooses, payable by the Owner to Camplify for the Rental of their Equipment through Camplify and the Camplify Website. The Commission payable is set out at <https://camplify.freshdesk.com/en/support/solutions/articles/35000179076-how-much-does-camplify-charge-in-commission-> as may be amended from time to

time.

**Confidential Information** means all information regardless of its form passing between Camplify and the Owner, or which a party becomes aware of, relating to the business of the other party or which is marked confidential or otherwise intended to be kept confidential or secret before or after the date of this Agreement, except information which is public knowledge at the time of its receipt from the other party.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Damage** means:

- (a) any loss or damage to the Equipment including its parts, components and accessories, however caused, that requires repair or replacement, subject to Fair Wear and Tear;
- (b) towing and salvage fees;
- (c) assessing fees; and
- (d) Loss of Use,

and for the removal of doubt includes damage from a single event to the Equipment's windscreen, lights, wheels or tyres that makes the Equipment unroadworthy that is not Fair Wear and Tear or Excluded Damage.

**End of the Rental** means the date and time shown in the tax invoice or the date and time the Equipment is returned to the Equipment Owner, whichever is the later.

**Equipment** means the Owner's equipment that may be hired / rented to Hirers. This may include but is not limited to caravans, camp trailers, motor homes, towing vehicles and towable vehicles or other recreational vehicles approved by Camplify as described in the listing.

**Equipment Rental Services** means certain ancillary items that an Owner may choose to make available for rental by a Hirer, alongside the Equipment. This may include but is not limited to equipment such as portable speakers, beach umbrellas, bike racks, portable barbecues, or electric brake controllers.

**Excluded Damage** means any loss or damage to the Equipment including its parts, components and accessories that is listed in the Camplify Exclusion Document.

**Extenuating Circumstance** means an extenuating circumstance as determined and notified by Camplify on the Camplify Website.

**Fair Wear and Tear** is as set out in the Fair Wear and Tear Guide – Camplify Owners and Hirers available <https://www.camplify.com.au/fair-wear-and-tear-guide> as may be amended from time to time.

**Hirer** means an individual who has been accepted by Camplify as an approved person to hire equipment and is now seeking to hire the Equipment pursuant to the Hirer Terms and Conditions.

**Hirer Terms and Conditions** means the terms and conditions entered in to by the Hirer and Camplify available at <http://www.camplify.com.au/hiringmembercontract> as may be amended from time to time.

**Initial Period** means fifteen (15) Business Days from the date either party notifies the other in writing of the existence of a dispute.

**Insolvency Event** means the occurrence of any one or more of the following events regarding any party to this Agreement:

- (a) a meeting has been convened, resolution proposed, petition presented, or order made for the winding up of that party;
- (b) a receiver, receiver and manager, provisional liquidator, liquidator, or other officer of the Court, or other person of similar function has been appointed regarding all or any material asset of the party;
- (c) a security holder, mortgagee or chargee has taken attempted or indicated an intention to exercise its rights under any security of which the party is the security provider, mortgagor or chargor; or
- (d) an event has taken place with respect to the party which would make, or deem it to be, insolvent under any law applicable to it.

**Loss of Use** means the fee calculated at the daily rate shown in the Hirer Terms and Conditions, being the Owner and/or Camplify's loss because the Equipment needs repair and the repair is to be completed or if it has been written off as a result of an Accident or it has been stolen.

**Member** means an Owner that has purchased a Camplify Flexible Membership or Camplify Premium Membership and is subject to a Camplify Membership Agreement.

**NRMA** means National Roads and Motorists' Association Limited ABN 77 000 010 506.

**Owner** means the person or company that owns the Equipment. For the avoidance of doubt, the Owner acknowledges that Camplify is not the owner or operator of the Equipment.

**Owner's Rental Fee** means the Rental Charges payable by the Hirer and received by Camplify from the Hirer less the Commission payable by the Owner to Camplify in accordance with this Agreement.

**Peak Period** means all Australian gazetted public holidays, including gazetted school holiday periods, relevant in the jurisdiction(s) where the Equipment will be hired / rented.

**Pre-Hire Checklist** means the pre-hire checklist found on the Camplify App, further details are available at <https://camplify.freshdesk.com/en/support/solutions/articles/35000162917> as may be amended from time to time.

**Preferred Camplify Repairer** means a repairer that has been identified by Camplify as a preferred repairer. For the avoidance of doubt, Preferred Camplify Repairers are not authorised by Camplify in any way.

**Post-Hire Checklist** means the post-hire checklist found on the Camplify App, further details are available at: <https://camplify.freshdesk.com/en/support/solutions/articles/35000160643> as may be amended from time to time.

**Profile Go Live** means the date when an Owner's listing appears in search on the Camplify Website and is able to be booked by Hirers. The listing goes live once the Owner has completed the Camplify verification process.

**Related Bodies Corporate** has the same meaning as in the Corporations Act.

**Rental** means the rental or hire of the Equipment owned by the Owner to customers or hirers through the Camplify Website.

**RV Managers** are individuals appointed to manage Equipment on behalf of the Owner.

**Rental Charges** means the charges payable by the Hirer for renting the Equipment from the Owner, including the daily rate for the hire of the Equipment and any Equipment Rental Services, together with GST and any other taxes or levies which are all fully set out in the relevant tax invoice.

**Term** means the Initial Term and all Further Terms (if any) as defined in clause 5 of the Agreement.

**Territory** means Australia.

**Third Party Loss** means any loss or damage to third party property, including other motor vehicles, and any third party claim for loss of income or consequential loss.

3.2 In this Agreement, unless the context otherwise requires a reference to:

- (a) a recital, clause, schedule, or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
- (b) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
- (c) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
- (d) time is a reference to legal time in Sydney, New South Wales;
- (e) a reference to a day or a month means a calendar day or calendar month;
- (f) money (including '\$', 'AUD' or 'dollars') is to Australian currency.

3.3 Unless expressly stated, no party enters into this Agreement as agent for any other person (or otherwise on their behalf or for their benefit).

3.4 Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

3.5 If the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day.

- 3.6 A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

#### **4. GENERAL**

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- 4.1 Subject to this Agreement, the Owner appoints Camplify, and Camplify accepts its appointment, as the Owner's agent to market and procure the Rental of the Equipment and to provide the Equipment Rental Services in the Territory and during the Term of this Agreement.
- 4.2 It is expressly agreed that neither party has authority to enter into agreements or make any commitments on the other party's behalf, except to the extent necessary for Camplify to provide the Equipment Rental Services and as contemplated by this Agreement.

#### **5. TERM**

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- 5.1 This Agreement commences on the date of this Agreement, or the date of acceptance of this Agreement by the Owner in accordance with clause 1.1 and continues in force until the Anniversary Date unless terminated earlier in accordance with this Agreement (**Initial Term**).
- 5.2 Subject to the parties' rights to terminate under this Agreement, this Agreement will automatically renew for consecutive periods of twelve (12) months after the expiry of the Initial Term (**Further Terms**) unless either party provides not less than three (3) months' written notice to the other party, with such notice to expire on the last day of the then current Term, advising that it does not wish for the Agreement to continue for a Further Term. For the avoidance of doubt, if written notice is not issued by either Party in accordance with this clause 5.2, this Agreement will automatically extend for the Further Terms.

#### **6. ELIGIBILITY, MEMBERSHIP AND COMMISSION**

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- 6.1 The Owner must sign up to use the Camplify Website before the Owner can list any of its Equipment for hire. The Owner must choose a Camplify Membership at the time that it signs up to the Camplify Website.
- 6.2 In consideration for Camplify providing the platform on the Camplify Website for the Owner to list their Equipment for hire, the Owner agrees to pay Camplify the

Commission. The Commission payable to Camplify will be calculated based on the Camplify Membership that the owner chooses and will be deducted by Camplify from the Rental Charges paid by the Hirer for the Rental. By entering into this Agreement, the Owner authorises Camplify to deduct the Commission from the Rental Charges that it receives from Hirers for Rentals.

- 6.3 To list any Equipment for hire, the Owner must create a profile listing of their Equipment on the Camplify Website and must include detailed pictures inside and out showing all aspects of all angles of their Equipment. Camplify may direct the Owner to amend the profile, including but not limited to, adding more information or pictures in Camplify's reasonable discretion. The Owner must comply with any such direction.
- 6.4 Subject to complying with any direction issued by Camplify in accordance with clause 6.3, the Owner is solely responsible for determining the Rental Charges payable by the Hirer for the Equipment that the Owner lists for hire on the Camplify Website.
- 6.5 The Owner must ensure that the Equipment:
- (a) is registered in compliance with all applicable laws and regulations in the Territory, or any part of the Territory where the Equipment is or will be used; and
  - (b) is covered by a comprehensive insurance policy acceptable to Camplify in its absolute discretion throughout the Term of this Agreement, as set out in clause 10.1 of this Agreement.
- 6.6 The Owner must make their Equipment available for hire for a minimum of fifty (50) days per financial year.
- 6.7 All Equipment must be submitted by the Owner to Camplify for approval before being added to the Camplify Website. Approval and acceptance of all Equipment is entirely at Camplify's absolute discretion.
- 6.8 For the Equipment to be approved and accepted by Camplify, and for the duration of the Term, it is the Owner's responsibility to ensure that as a minimum the Equipment has:
- (a) a fully functional smoke alarm;
  - (b) a fully functional carbon monoxide detector;

- (c) if the Equipment has an indoor kitchen;
  - (1) a fire blanket; and
  - (2) a fully functional fire extinguisher,
- (d) a first aid kit; and
- (e) if the Equipment has any gas bottles, they are to be in good condition and in date.

6.9 The Owner must provide Camplify and the Hirer with any operational requirements relevant to the Equipment, such as towing specifications for the Equipment via the listing profile for the Equipment. If the Owner provides incorrect or incomplete information about the operational requirements for the Equipment to Camplify or the Hirer, and Camplify or the Hirer incurs or suffers any Accident or Damage the Owner will be held responsible for any Damage and the Owner indemnifies Camplify for all loss or Damage of this nature to the full extent permitted by law.

6.10 Notwithstanding any other provision in the Agreement, if the Owner has a Camplify Premium Membership they may also offer a tow vehicle for hire in addition to a towable vehicle as two separate memberships. Both the tow vehicle and the towable vehicle must have a current membership under the Owner's Camplify Premium Membership to be a valid booking and to be covered under the Camplify Promise, subject to compliance with all other terms and conditions that apply to the Owner's Camplify Premium Membership. Camplify may offer the tow vehicle as separate booking or as a dual booking.

6.11 If the Owner offers a tow vehicle and a towable vehicle for hire in accordance of clause 6.10 and the Agreement, the Owner must ensure that both vehicles comply with all manufacturer specifications and requirements in relation to towing capacity including GVM, GCM and ATM capacities as well as any other equipment that is required to facilitate the towing. If you offer a towable vehicle as a standalone Equipment hire, you must take all reasonable steps to ensure that the vehicle that the Hirer intends to use to tow the Equipment has the legal towing capacity required to comply with all legal requirements and manufacturer specifications for the towable vehicle, as well as any other equipment that is required to facilitate the towing. The Owner acknowledges that it will not be covered by the Camplify Promise if it fails to comply with these requirements as a minimum. To the fullest extent permitted by law, the Owner hereby indemnifies and releases Camplify in respect of any claims, losses, damages, costs, or expenses that the Owner, the Hirer or any third party suffer or incur as a result of

the Owner's failure to comply with its obligations in respect of tow vehicles and towable vehicles that are offered for hire as set out in the Agreement.

## **7. CAMPLIFY'S OBLIGATIONS**

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7.1 In consideration for the Owner listing its Equipment for hire through the Camplify Website and complying with the terms of this Agreement, Camplify agrees that until the end of the Term it will:

- (a) provide:
  - (1) an online platform that connects Owners who create listings for the Equipment that are made available for booking by Hirers seeking to book the Equipment; and
  - (2) liability cover for Hirers which provides Hirers with third party cover for major Damage caused by fire or Accident. This cover is only active for the period from the completion of the Pre-Hire Checklist and Post-Hire Checklist by the Hirer on pick up and drop off of the Equipment;
- (b) secure and manage the Accident Excess Deposit payable by the Hirer (if applicable) and payment of the Accident Excess Amount by the Hirer;
- (c) provide the Owner with certain information about any Hirer that seeks to hire the Equipment, including but not limited to, the drivers licence of the Hirer subject to the Camplify Privacy Policy; and
- (d) in its absolute discretion promote:
  - (1) the Equipment and the Equipment Rental Services on the Camplify Website, as reasonably appropriate;
  - (2) the Equipment and the Equipment Rental Services through advertising, as reasonably appropriate;
  - (3) develop opportunities for the Equipment to be rented through Camplify's customer base; and
  - (4) promote the Equipment and the Equipment Rental Services at trade shows and through its literature.

## 8. THE OWNER'S OBLIGATIONS

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8.1 The Owner acknowledges and agrees that until the end of the Term it will:

- (a) comply with Camplify's policies made available on the Camplify Website and as may be amended from time to time, including but not limited to the following:
  - (1) Camplify Privacy Policy;
  - (2) Extenuating Circumstances Policy; and
  - (3) Camplify Dispute Resolution Policy;
- (b) list the Equipment in accordance with the following requirements and any other reasonable directions given by Camplify in accordance with clause 6.3:
  - (1) using a smartphone or camera to take a minimum of four (4) photos of the inside the Equipment;
  - (2) a minimum of four (4) photos of the outside of the Equipment;
  - (3) a photo of the registration plate of the Equipment; and
  - (4) in respect of the above requirements, all photos must be less than one (1) month old;
- (c) maintain:
  - (1) the Equipment in accordance with any manufacturers or industry standards, as well as all applicable law;
  - (2) registration of the Equipment as required by law in the State or Territory, or any part of the State or Territory where the Equipment is or will be used; and
  - (3) comprehensive insurance of the Equipment with an insurer acceptable to Camplify and with a sum insured for no less than the market value of the Equipment, subject to clause 10.1 of this Agreement.
- (d) provide Camplify with the following whenever reasonably requested by Camplify:
  - (1) a copy of the registration certificate for the Equipment;

- (2) proof of an annual check by a recognised service agent, in accordance with the following:  
  
<https://camplify.freshdesk.com/en/support/solutions/articles/35000178649-do-i-need-to-complete-an-annual-safety-checklist-for-my-van->;
  - (3) a full inventory of all items that are included with the Equipment as set out in the listing profile for the Equipment, where applicable; and
  - (4) completed Pre-Hire Checklist and Post-Hire Checklist for each Rental;
- (e) ensure that the Equipment is fit of its intended purpose, including but not limited to, ensuring that the Equipment is fit for Rental and for the Equipment Rental Services. The Owner must also ensure that the Equipment is clean and in a good operating condition, and (where applicable) registered and roadworthy;
  - (f) make available the Equipment and the Equipment Rental Services. The Owner acknowledges that the Equipment Rental Services are provided at the Owner's risk and subject to the limits set out in the applicable Camplify Membership Agreement that applies to that Owner;
  - (g) make available the Equipment for Camplify to use for trade shows and any other promotional opportunities that present themselves, as reasonably requested by Camplify from time to time;
  - (h) supply images of the Equipment and text for Camplify to use on the Camplify Website and in Camplify's marketing activities;
  - (i) follow the branding guidelines of Camplify, as advised from time to time, when required to do so; and
  - (j) If the Owner:
    - (1) chooses to insure its Equipment under the Bring Your Own Insurance option in accordance with the Agreement; or
    - (2) purchases a Camplify Flexible Membership in accordance with this Agreement,

the Owner must provide a copy of the Equipment's comprehensive insurance policy and current policy schedule in accordance with clause 8.1(c)(3), noting

Camplify as an interested party and expressly permitting hire of the Equipment at least annually subject to clause 10.2.

- 8.2 The Owner acknowledges and agrees that this Agreement creates an agency agreement between Camplify and the Owner. This Agreement does not make either party a joint venturer, partner, contractor, or employee of the other.
- 8.3 The Owner must not either during the Term and Further Terms or afterward, directly or indirectly, solicit or attempt to solicit any Hirers introduced by Camplify in accordance with this Agreement to hire the Equipment directly from the Owner during the Term and must not seek, or request, payment directly from the Hirer or by any means other than through the Camplify Website or as directed by Camplify.
- 8.4 Despite anything else in this Agreement, if the Owner has a Camplify Premium Membership, the Owner must not use the Equipment for commercial purpose including (without limitation) advertising shoots, photos, events or productions related to this parties during the Term without the prior written consent of Camplify.

## **9. RENTAL PROCEDURE, ACCIDENTS AND LIABILITY OF CAMPLIFY**

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### ***Rental Process***

- 9.1 Upon receipt of a Hirer's request to hire Equipment, the Owner will (via the Camplify Website only):
- (a) contact the Hirer;
  - (b) engage in correspondence with the Hirer to assess the suitability of the Hirer to hire the Equipment; and
  - (c) approve or reject the Hirer's request to hire the Equipment.
- 9.2 Upon receipt of notification of a confirmed booking for the hire of Equipment, and Equipment Rental Services (if applicable) through the Camplify Website, Camplify will:
- (a) provide the Hirer with a tax invoice;
  - (b) collect payment of the Rental Charges and Accident Excess Deposit (if applicable) from the Hirer; and
  - (c) undertake any checks required to ensure the Hirer meets the minimum standard required to hire the Equipment.

9.3 Once Camplify has completed the steps set out in clause 9.2, it will provide notification to the Owner that the Hirer is suitable and the hire is approved by Camplify to proceed. Upon receipt of this confirmation from Camplify, the Owner must:

- (a) agree with the Hirer to meet at a mutually acceptable location for the Rental to commence; and
- (b) induct the Hirer on the safe use, operation and handling of the Equipment.

9.4 The Owner, in conjunction with the Hirer, must:

- (a) complete the Pre-Hire Checklist, including agreement that any pre-existing Damage matches the current Pre-Hire Checklist;
- (b) take photos of the interior and exterior of the Equipment as required by this Agreement;
- (c) take a photo of all authorised driver's licences and upload this information to the Pre-Hire Checklist via the Camplify App (and then immediately delete photos from the Owner's device); and
- (d) conduct an inventory review.

9.5 The Owner must be reasonably available during the Rental to assist the Hirer by answering any questions and resolving any issues that have arisen during the rental.

9.6 At the End of the Rental, the Owner must:

- (a) agree with the Hirer to meet at a mutually acceptable location for the Equipment to be returned to the Owner;
- (b) complete the Post-Hire Checklist via the Camplify App;
- (c) take photos (date stamped) of the interior and exterior of the Equipment as required by this Agreement;
- (d) review and agree with the Hirer on any Accident or Damage caused during the rental;
- (e) review the inventory for any missing items;
- (f) notify Camplify of any missing items or any Accident or Damage; and

- (g) begin a conversation with the Hirer about missing items or any Accident or Damage, as directed by Camplify.

### ***Accident or Damage***

9.7 If there is any Accident or Damage incurred or caused to the Equipment during the Rental, or any issues raised by the Owner as to the Hirer's obligations, or raised by the Hirer as to the Owner's obligations, these must be reported to Camplify within forty eight (48) hours via completion of the Post-Hire Checklist, setting out sufficient details of the alleged issues or the Accident or Damage, and emailed to [support@camplify.com.au](mailto:support@camplify.com.au). If the Owner fails to report to Camplify within forty (48) hours of completion of the Post-Hire Checklist, the Owner may not be covered for any Accident or Damage identified.

9.8 In the event of an Accident, the following provisions will apply:

- (a) as requested by Camplify, the Owner must provide Camplify with up to two (2) written formal quotes from repairers to rectify the loss caused by the Accident or Damage;
- (b) the Owner may use a Preferred Camplify Repairer (if applicable) should one be available in the Owner's area;
- (c) Camplify will treat all quotes provided as fixed price quotes and if quotes are accepted by Camplify, Camplify is not obliged to accept any further quotes;
- (d) Camplify reserves the right to have any fixed price quote independently assessed;
- (e) except where the Owner has chosen Bring Your Own Insurance, in which case the Owner must make a claim through their external Bring Your Own Insurance policy provider, Camplify will assess the claim for the loss caused by the Accident or Damage and determine whether the Camplify Promise will apply in accordance with the balance of this clause 9.8 and clause 10; and
- (f) subject to clause 10, if Camplify agrees to pay the Owner in accordance with the Camplify Promise then the amount paid will be the final amount payable by Camplify to the Owner in respect of any Accident or Damage. If the cost to repair and Damage is over the quoted amount, Camplify reserves the right to only make payment up to the quoted amount and not provide any additional payment to the Owner.

9.9 For the purposes of clause 9.8, the Owner acknowledges that Camplify does not provide any recommendations or guarantees in relation to any repairs required to any Equipment, or in respect of repairers whether suggested by Camplify or otherwise. All repairs must be organised and arranged by the Owner or in accordance with the directions of any insurer under any external insurance policy that applies to the Equipment.

### ***Limitation of Liability***

9.10 The Owner acknowledges and agrees that to the full extent permitted by law, Camplify will not be liable for, and the Owner releases Camplify in respect of, any Claim, loss, cost, Accident, Damage, or expense arising out of any act or omission of Camplify or its employees, officers or agents unless that Claim, loss, cost, damage or expense is a direct result of the negligence or breach of this Agreement by Camplify.

9.11 It is a condition of Camplify providing the Camplify Website to the Owner that Camplify is not liable for any loss or damage, even if connected with default or negligence by Camplify, to the extent that the loss or damage was caused or contributed to by the Owner's acts or omissions or the acts or omissions of others, including Hirers, or by a breach of any warranty or this Agreement by the Owner.

9.12 To the extent that Camplify's liability to the Owner for any Claim, loss, cost, or expense cannot be excluded, Camplify's liability will be limited to an amount that is equivalent to the value of four (4) days rental for one item of the Owner's Equipment calculated based on the average daily rate for that item of Equipment for the preceding twelve (12) month period.

9.13 To the extent permitted by law and unless otherwise expressly agreed, Camplify does not provide and expressly excludes all warranties whether implied by statute or otherwise in respect of any of the services to be provided by Camplify, including but not limited to, provision of the Camplify Website.

## **10. ACCIDENT AND DAMAGE**

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### ***Owner obligations***

10.1 The Owner must at all times and at the Owner's expense, take out and maintain with an insurer approved by Camplify a comprehensive policy that provides:

- (a) indemnity for the market value of the Equipment;

- (b) indemnity for Third Party Loss;
- (c) cover for use of the Equipment by a Hirer;
- (d) a public liability policy that provides cover for at least \$10,000,000 per claim, noting that Camplify recommends that the Owner obtains and maintains cover for at least \$20,000,000 per claim; and
- (e) if the Owner operates a registered business, the Owner must supply their own public liability, and business liability insurance.

10.2 The Owner must provide Camplify with a copy of the Owner's certificate of currency for the insurances referred to in clause 10.1 at least annually or at any other time reasonably requested by Camplify. The Owner must ensure that it maintains all insurances required under this Agreement for the duration of the Term including any extension or automatic renewal of the Term or this Agreement. Notwithstanding the generality of clause 13, the Owner agrees to indemnify and hold Camplify harmless in respect of any loss, claim, Accident, Damage, liability, action or legal proceedings and all costs, charges and expenses (including legal fees and disbursements on a full indemnity basis) arising out of or in connection with the Owner's failure to comply with this clause 10.2.

### ***Camplify Memberships***

10.3 The Owner will comply with:

- (a) clauses 10.1(a), 10.1(b) and 10.1(c) if the Owner obtains and maintains its own Bring Your Own Insurance for the Equipment provided by an insurer approved by Camplify that covers the Owner, Hirer and Camplify for all the situations outlined in clause 10.1. If the Owner has Bring Your Own Insurance, it must ensure that Camplify is listed as an interested party on such policy;
- (b) clauses 10.1(a), 10.1(b) and 10.1(c) in relation to use of the Equipment for Hire **only** if the Owner is a Member under a Camplify Flexible Membership and the Owner complies with all terms and conditions of the applicable Camplify Membership and this Agreement at all times; or
- (c) clauses 10.1(a), 10.1(b) and 10.1(c) in relation to the use of the Equipment for Hire and personal use of the Owner is a Member under a Camplify Premium Membership and the Owner complies with all terms and conditions of the applicable Camplify Membership and this Agreement at all times.

### **Camplify Promise**

- 10.4 This Agreement does not constitute insurance or an insurance contract and is not intended to constitute an offer to insure, and does not take the place of insurance.
- 10.5 If the Owner is a current and valid Member, they will not be required to comply with clause 10.1(c) above. Camplify agrees to pay to the Owner the lesser of the:
- (a) fair market value of the Equipment; or
  - (b) agreed subscription amount for the Equipment as determined when the Owner became a Member,
- to repair or replace the Equipment if it is lost, damaged, or destroyed as a result of an Accident or Damage subject to the limitations, exclusions, and conditions in this Agreement (**Camplify Promise**).
- 10.6 Camplify provides the Camplify Promise for the purpose of promoting use of the Camplify Platform by building loyalty among Members and confidence for Owners in listing Equipment for use by Hirers through the Camplify Platform.
- 10.7 If the Owner does not comply fully with the requirements and conditions in this Agreement, the Owner may not be eligible for any payments from Camplify for Accident or Damage. The Owner should carefully review and make sure it understands the limitations and exclusions in this Agreement and should make its own arrangements to protect the Equipment (including any personal property) against any losses or liability not covered by the Camplify Promise.
- 10.8 For the avoidance of doubt, the Owner will still be required to comply with the remaining provisions of clause 10.1 even if the Owner is a current Member that may receive the benefit of the Camplify Promise and Camplify must be listed as an interested party on all insurance policies that the Owner takes out in respect of the Equipment for the purposes of clause 10.1. Camplify will only pay the Owner to repair or replace the Equipment for Accident or Damage arising from use of the Equipment by a Hirer if the Member has a Camplify Flexible Membership.
- 10.9 The Owner agrees that any amount of Covered Loss payable to the Owner under the Camplify Promise will be reduced by any amounts the Owner receives for the same

Accident or Damage from a source other than the Camplify Promise, including without limitation:

- (a) amounts received under an insurance policy or discretionary cover arrangement, guarantee or indemnity; and
- (b) any recover made against a person who is at fault or partly or wholly legally liable for the Damage and Loss to the Equipment,

and the Owner agrees to repay to Camplify any amounts that Camplify may already have paid to the Owner, to the extent that the Owner receives any of these types of payments from someone other than Camplify.

10.10 The Owner will not be entitled to any payment under the Camplify Promise for any Damage or Loss that is excluded in the Camplify Exclusion Document.

10.11 To be eligible to obtain payment under the Camplify Promise, the Owner must fully comply with the terms and conditions of the Agreement, including without limitation compliance with the requirements for Pre-Hire Checklists and Post-Hire Checklists. The Owner's eligibility for the Camplify Promise is conditional upon:

- (a) payment by the due date of all fees payable by the Owner as a Member under a Camplify Premium Membership or Camplify Flexible Membership;
- (b) the Equipment meeting the eligibility criteria set out in the Membership Agreement at the time when the Accident or Damage occurred; and
- (c) the Owner's compliance with all reasonable directions of Camplify and any person or entity acting with the authority of Camplify.

10.12 If the Equipment is damaged beyond economical repair or stolen and not recovered, and Camplify makes a payment to the Owner under the Camplify Promise, then the Owner agrees that the Equipment will become the property of Camplify, and the Owner agrees that Camplify is entitled to receive the proceeds from its salvage value.

10.13 The Owner must not make any misrepresentation of any facts or commit fraud or any other dishonest or deceptive act in connection with any preparation, submission or report of Damage or Loss to any Equipment under the Membership Agreement or this

Agreement. If the Owner makes any misrepresentation, or acts fraudulently, dishonestly, or deceptively at any time, Camplify:

- (a) will not make any payments under this Agreement;
- (b) may recover any payments made to the Owner under this Agreement; and
- (c) the Camplify Promise as it relates to the Owner and the Equipment will end.

10.14 If the Owner makes a claim under the Camplify Promise, the Owner acknowledges and agrees that Camplify or its nominees may independently investigate (or have independently investigated) the facts and circumstances relating to the Owner's request for payment.

10.15 The Owner must always comply with its obligations under the Membership Agreement. The Owner acknowledges and agrees that Camplify may, at its sole discretion, deny payment under the Camplify Promise and this Agreement in whole or in part if the Owner is in breach of those obligations or this Agreement.

### ***Bring Your Own Insurance***

10.16 If the Owner chooses the Bring Your Own Insurance option for the Equipment, the Owner must provide Camplify with the following details before it will be able to list any Equipment for hire on the Camplify Website:

- (a) name of the insurer;
- (b) details of the excess payable in the event of a claim;
- (c) evidence that Camplify is listed as an interested party; and
- (d) any conditions applicable to the insurance coverage under the Bring Your Own Insurance Option, including but not limited to:
  - (1) age;
  - (2) location; and
  - (3) use of the Equipment.

- 10.17 Camplify can elect in its absolute discretion whether to accept the insurance that the Owner proposed to take out under the Bring Your Own Insurance option. If the insurance is not acceptable to Camplify then the Owner will not be permitted to list its Equipment for hire on the Camplify Website.
- 10.18 If there is any notice, variation or amendment issued by the insurer in respect of the Owner's insurance cover under the Bring Your Own Insurance option, the Owner must provide a copy of the notice, variation, or amendment to Camplify and Camplify will reassess whether to accept or reject the insurance under the Bring Your Own Insurance in Camplify's absolute discretion. If the insurance is no longer acceptable to Camplify then the Owner will not be permitted to list its Equipment for hire on the Camplify Website
- 10.19 The Owner must ensure that all listings for Equipment include the relevant details of the insurance coverage of the Bring Your Own Insurance that the Hirer should be aware of, including but not limited to:
- (a) the excess amount;
  - (b) any applicable age excess;
  - (c) the inclusions and exclusions that may affect the Hirer's use of the Equipment; and
  - (d) any other conditions that a person in the position of the Hirer ought to know prior to booking as Rental for the Equipment.
- 10.20 If the Owner chooses the Bring Your Own Insurance option for the Equipment, and the Bring Your Own Insurance is approved by Camplify, the Owner warrants to Camplify that the coverage of the Bring Your Own Insurance:
- (a) is appropriate and sufficient to cover the Equipment for Accident or Damage or for fire or theft to the Equipment in accordance with the conditions set out in this Agreement;
  - (b) provides the Hirer and any Authorised Driver with an appropriate and sufficient level of cover in the event of Accident or Damage to the Equipment or if the Equipment is stolen during a Rental; and
  - (c) permits the Equipment to be used for hire and Rental.

## **11. ROADSIDE ASSISTANCE AND BREAKDOWN COVER**

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- 11.1 Camplify agrees to arrange for all Owner's to be provided with breakdown cover for their Equipment via the NRMA.
- 11.2 If the NRMA needs to be engaged by Camplify to retrieve Equipment, the following is the maximum liability that Camplify will cover for these services;
- (a) up to 50km towing in metro and country areas;
  - (b) up to 100km towing in remote areas; or
  - (c) or up to \$3000 in towing cover per item of Equipment per membership year in the event of a major mechanical breakdown,

whichever option results in the lowest liability amount for Camplify. All additional expenses and charges will be at the Owner's sole cost unless the Hirer's default or negligence has caused the incident resulting in the need for the retrieval.

## **12. PARTIES' CONDUCT**

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- 12.1 Each party acknowledges and agrees that it will not do anything which could give rise to a Claim against the other party for loss, Accident or Damage from any person including by:
- (a) making misleading, deceptive or untrue statements;
  - (b) acting unconscionably or unfairly; or
  - (c) acting in a manner which brings the reputation of the other party into disrepute.

## **13. INDEMNITY**

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- 13.1 Each party indemnifies and agrees to keep indemnified the other party against any loss, Claim, liability, action or legal proceedings and all costs, charges and expenses (including legal fees and disbursements on a full indemnity basis) in connection with the enforcement of this Agreement or arising either directly or indirectly as a result of a breach by the indemnifying party of its obligations or of any warranties or representations given under this Agreement, including any action brought by third parties against the other party as a result, either directly or indirectly, of such breach.

13.2 Other than in respect of a breach of clauses 6, 10, 16 or clause 20, neither party will be liable for any indirect loss or consequential loss, loss of profits, loss of revenue, loss of goodwill, exemplary damages or punitive damages arising in any way out of this Agreement however caused.

#### **14. FEES PAYABLE BY HIRERS AND OWNERS**

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14.1 Upon confirmation of a booking for a Rental, the Hirer will pay to Camplify:

- (a) the Rental Charges; and
- (b) the Accident Excess Deposit (if applicable).

14.2 The Accident Excess Deposit (if applicable) will be released to the Hirer within forty-eight (48) hours of completion of the Rental, subject to there being no Accident or Damage to the Equipment and no breach of the Hirer's obligations under the Hirer Terms and Conditions.

14.3 Camplify will pay to the Owner the Owner's Rental Fee from amounts received by Camplify from the Hirer in accordance with the following terms:

- (a) 50% of the Owner's Rental Fee will be paid to the Owner on the Tuesday on or after the Rental commences. This is the initial payment; and
- (b) 50% of the Owner's Rental Fee will be paid to the Owner on the Tuesday on or after the Rental ends. This is the final payment.

14.4 During busy periods, as determined by Camplify in its reasonable discretion, Camplify may take up to thirty (30) days to process the initial payment and the final payment.

14.5 Camplify will provide the Owner with all relevant information reasonably required by the Owner for the calculation of the Owner's Rental Fee.

14.6 If the Owner owes Camplify any amounts from previous Rentals, Camplify reserves the right to:

- (a) hold any future fees, including but not limited to the Owner's Rental Fees, payable to the Owner on lien until the balance of all fees payable to Camplify are repaid and Camplify may deduct any amounts payable to it from any future fees that it receives on behalf of the Owner;
- (b) suspend the Owner's Equipment listing; and

- (c) if any amounts payable to Camplify remain outstanding for more than thirty (30) days, refer the amounts outstanding to a debt collection agency at the cost of the Owner, unless otherwise agreed.

## **15. CANCELLATION**

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- 15.1 Camplify provides all Hirers with the ability to cancel their booking in accordance with the Camplify Cancellation Policy.
- 15.2 A booking is deemed cancelled when the Hirer clicks the cancel button on their profile page relating to that booking on the Camplify Website.
- 15.3 The Owner must select a cancellation policy option when it lists the Equipment on the Camplify Website from the options of: flexible, moderate, or strict. If no option is selected by the Owner, the default option will be the flexible cancellation policy. It is the Owner's responsibility to change the cancellation policy type if they choose to do so. The policy the Owner has selected at the date of a Hirer booking a Rental will be displayed during the booking process and emailed to the Hirer.
- 15.4 The cancellation policy options are set out in the Camplify Cancellation Policy.
- 15.5 Any entitlement to a refund that is classified as Change of Mind is subject to a Camplify refund processing fee of \$25.00 (including GST), or such other amount as notified by Camplify on the Camplify Website from time to time. This is a non-refundable amount charged to the Hirer and payable to Camplify, and any and all taxes will be retained and remitted. No refund processing fees apply to Extenuating Circumstances. Camplify in its sole discretion may waive the operation of the Camplify Cancellation Policy at any time.
- 15.6 During times of Extenuating Circumstances, Camplify may implement its Camplify Extenuating Circumstance Policy. If this occurs a notification will be posted on the page <https://www.camplify.com.au/covid-19/extenuating-circumstances> this page will outline the policy change during that period.
- 15.7 The Owner agrees to comply with the Camplify Cancellation Policy.
- 15.8 Services fees are refunded if a cancellation is made in accordance with this clause 15.
- 15.9 If there is a dispute from either party relating to a cancellation, the Owner and the Hirer must give Camplify notice of the dispute within forty-eight (48) hours and allow

Camplify to resolve the dispute in accordance with the Camplify Dispute Resolution Policy.

15.10 If the Owner cancels a booking for any reason, any funds provided to the Owner must be returned to Camplify via direct deposit within twenty-four (24) hours. A booking is deemed to have been cancelled at the time when the Owner clicks the cancel button on their profile page relating to that booking on the Camplify Website. Camplify may cancel a booking on the Owner's behalf if the Owner does not respond to the Hirer or indicates to Camplify that this booking will not proceed, or otherwise at Camplify's reasonable discretion.

15.11 If the Owner cancels a booking, the Hirer is entitled to a full refund for the Rental.

15.12 Due to the fact that cancellations disrupt Hirer's plans and impact confidence in the Camplify brand and community, the following penalties will be applied for cancellations initiated by the Owner.

**Cancellation fee:** The following fee will be charged to the Owner by Camplify or deducted from the next payment due to the Owner after a cancellation. Camplify may waive this fee if the Owner has worked with Camplify to find alternative arrangements for the Hirer. The amount deducted will depend on when the Owner accepted the booking and how soon before check-in the Owner cancelled the booking:

- (a) cancellation more than seven (7) days before check-in, the cancellation charge will be \$50;
- (b) cancellation less than seven (7) days before check-in, the cancellation charge will be \$200; and
- (c) cancellation less than fourteen (14) days before check-in where part of the Rental period falls within a Peak Period the cancellation charge will be \$500.

15.13 If the Owner cancels a booking up to the time of check-in, a review will be posted to your listing's profile indicating that you cancelled one of your bookings.

15.14 If the Owner cancels a booking on the day of check-in or later, the Hirer will be able to leave a public review on the Owner's listing's profile for the Equipment.

15.15 If the Owner cancels a booking, the Owner's calendar will stay blocked, and the Owner won't be able to accept another booking for the same dates of the cancelled booking.

15.16 If the Owner cancels three (3) or more bookings less than thirty (30) days out from a booking within a year, Camplify may deactivate your listing and revoke your ability to use the Camplify Website in its absolute discretion.

## 16. RELATIONSHIP OF PARTIES

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16.1 This Agreement does not imply that the parties intend constituting a partnership, joint venture or other form of association in which any party may be liable for the acts or omissions of another, and no party has authority to pledge the credit of another.

## 17. INTELLECTUAL PROPERTY

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17.1 Each party acknowledges and agrees that this Agreement does not transfer to either party any intellectual property rights.

17.2 Each party acknowledges that it will have no rights and will not acquire any rights in respect of any trademarks, brands or trade names used by any other party or of the goodwill associated with them and that all such rights and goodwill are, and will remain, with the relevant owner.

17.3 Each party will, at the expense of the requesting party, take all such steps as a requesting party may reasonably require assisting that party in maintaining the validity and enforceability of its intellectual property rights.

## 18. PERSONAL PROPERTY SECURITIES ACT

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18.1 For the purposes of this clause, **PPSA** means the *Personal Property Securities Act 2009* (Cth) as amended from time to time. Where a particular section or term from the PPSA is used in this Deed, it is deemed to be that section or term as defined or used in the PPSA as amended, renumbered, or replaced from time to time.

18.2 To the extent permitted by law and as consideration for Camplify providing the Camplify Promise, the Owner hereby charges all its interest in the Equipment and all proceeds from the Equipment in favour of Camplify if the Equipment is lost or stolen.

18.3 The Owner acknowledges and agrees that this Agreement constitutes a security agreement in relation to Camplify's security interest in all present and after-acquired goods in accordance with the PPSA.

18.4 To the extent permitted by law, the following provisions of the PPSA do not apply and for the purposes of section 115 of the PPSA are contracted out of in this Agreement:

- (a) sections 95 (notice of removal of accession), to the extent that it requires Camplify to give a notice to the Owner, 96 (retain of accession) and 125 (obligation to dispose of or retain collateral);
- (b) section 130 (notice of disposal), to the extent that it requires Camplify to give a notice to the Owner;
- (c) section 132(3)(d) (contents of statement of account after disposal);
- (d) section 132(4) (statement of account if no disposal);
- (e) section 135 (notice of retention);
- (f) section 142 (redemption of collateral); and
- (g) section 143 (reinstatement of security agreement).

18.5 The Owner consents to:

- (a) and agrees to execute any other document or instrument required to give effect to the security interests created by this Agreement; and
- (b) the registration with the relevant authority or public register of any security interest created by this Agreement or any other document required to give effect to a security interest created by this Agreement, including without limitation the registration of a financing statement or financing change statement on the Personal Property Securities Register.

18.6 The Owner must pay all costs of and incidental to the preparation, execution and registration of any instrument which is executed for the purposes of giving effect to this clause and must also pay all costs incidental to the withdrawal, discharge, or release of such instrument.

## 19. GOODS AND SERVICES TAX (GST)

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19.1 In this clause **GST** refers to goods and services tax under *A New System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) and the terms used have the meanings as defined in the GST Act.

- 19.2 Unless expressly stated otherwise, all amounts set out in this Agreement are GST exclusive.
- 19.3 If GST is payable on a taxable supply made under, by reference to or in connection with this Agreement, the party providing the consideration for that Taxable Supply must also pay the amount of any GST payable in respect of that Taxable Supply as additional consideration. This clause does not apply to the extent that the consideration for the Taxable Supply is expressly agreed to be GST inclusive.
- 19.4 Any reference in the calculation of consideration or of any indemnity, reimbursement, or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input tax credit entitlement of that party in relation to the relevant cost, expense, or other liability.

## **20. WARRANTIES**

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Each party warrants that:

- 20.1 it has the power and authority to enter and perform its obligations under this Agreement and the execution of this Agreement by it has been duly and validly authorised by all necessary corporate action;
- 20.2 its obligations under this Agreement are valid, binding and enforceable against it in accordance with their terms;
- 20.3 this Agreement and its performance do not contravene its constituent documents or any law, or any of its obligations or undertakings by which it is bound, or cause a limitation on its powers of its corporate officers to be exceeded;
- 20.4 it has the resources, skills, knowledge and abilities necessary to perform its obligations under this Agreement; and
- 20.5 to its knowledge, no litigation, arbitration, mediation, conciliation or administrative proceeding is taking place, pending, or threatened, whose outcome is likely to have a material adverse effect on its ability to perform its obligations under this Agreement.

## **21. CONFIDENTIAL INFORMATION**

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- 21.1 Each party:

- (a) except as permitted under this clause 21, must keep confidential all Confidential Information of the other party;
- (b) may use the Confidential Information of the other party solely for the purposes of this Agreement; and
- (c) may disclose Confidential Information of the other party only:
  - (1) with the prior written approval of the other party;
  - (2) to officers, employees and consultants or advisers of the party or its Related Bodies Corporate (including but not limited to the party's insurers, insurance brokers and bankers) who:
    - (A) are aware and agree that the Confidential Information must be kept confidential; and
    - (B) either have a need to know (and only to the extent that each has a need to know); or
  - (3) as required to be disclosed by law or any order of any court, tribunal, authority, or regulatory body.

21.2 Each party must notify the other party immediately once it becomes aware of any breach of confidentiality and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

## **22. TERMINATION**

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- 22.1 Camplify may terminate this Agreement with immediate effect by written notice to the Owner if:
- (a) the Owner breaches any term of this Agreement capable of remedy and fails to remedy the breach within ten (10) Business Days after receiving a notice requiring it to do so;
  - (b) the Owner breaches any term of this Agreement not capable of remedy in Camplify's reasonable opinion;
  - (c) the Owner breaches any term of this Agreement more than once and, within 5 Business Days after receiving a notice requiring it to do so, fails to satisfy Camplify that a breach of that term will not recur; or

- (d) the Owner is
  - (1) subject to any form of Insolvency Event; or
  - (2) bankrupt, as that term is defined in the *Bankruptcy Act 1966* (Cth).

22.2 Termination of this Agreement will not affect any accrued rights or remedies a party may have as at the date of termination, unless explicitly stated otherwise in this Agreement.

22.3 Upon expiry or termination of this Agreement each party must immediately:

- (a) deliver, return or otherwise facilitate the delivery or return of any Confidential Information and any other property owned by the other party in its possession;
- (b) cease to use the intellectual property rights of the other party; and
- (c) cease to represent directly or indirectly that it is associated with the other party.

## **23. DISPUTE RESOLUTION**

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If a dispute arises under or connection with this Agreement, a party must not commence any court proceedings (other than proceedings for urgent interlocutory relief) in respect of the dispute until it has complied with Camplify's Dispute Resolution Policy.

## **24. NOTICES**

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A notice must be in writing and signed by or on behalf of the sender addressed to the recipient and delivered:

- (a) by email;
- (b) via the Camplify Website; or
- (c) via the Camplify App.

## **25. MANAGED RVS**

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- 25.1 Camplify may enable Owners to authorise other members of the Camplify Website (**RV Managers**) to administer the Equipment, and to bind the Owners and take certain actions in relation to the Equipment as permitted by the Owners such as accepting booking requests, messaging, conducting the Pre-Hire Checklist and Post-Hire Checklist process, and updating the Rental Charges and calendar availability (collectively, **Managing the Equipment**). Any agreement between Owners and RV Managers must not conflict with this Agreement.
- 25.2 RV Managers may only act in an individual capacity and not on behalf of a company or other organisation, unless expressly authorised by Camplify. Camplify reserves the right, in its sole discretion, to limit the number of RV Managers an Owner may invite for each Equipment and to limit the number of Equipment an RV Manager may manage.
- 25.3 If an Owner appoints an RV Manager to Manage Equipment on their behalf, the actions of an RV Manager will be taken by Camplify as the actions of the Owner.
- 25.4 RV Managers will not be reviewed by Hirers, meaning that an RV Manager's activities and actions will not affect the Owner's reviews or ratings for other listings for which you are an Owner. Instead, the Owner of the Equipment will be reviewed by Hirers.
- 25.5 The Owner acknowledges that Camplify is not a party to any agreement between the Owner and RV Managers. As such, the Owner releases and indemnifies Camplify in respect of any loss, claim, Accident, Damage, liability, action or legal proceedings and all costs, charges and expenses (including legal fees and disbursements on a full indemnity basis) arising out of or in connection with the actions of the RV Manager and the agreement between the Owner and the RV Manager.
- 25.6 The Owner relies on its own enquiries in respect of securing its interests in the Equipment whilst they are in the possession or control of an RV Manager and acknowledges that the Owner has not relied on any representations, whether verbal, in writing or otherwise, made by Camplify in this regard.

## **26. MISCELLANEOUS**

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### **26.1 Costs**

Each party must bear its own costs and expenses in respect of the negotiation, preparation and execution of this Agreement and any other document executed pursuant to this Agreement.

## 26.2 **No assignment**

The rights and obligations of each party under this Agreement are personal and except as set out in this Agreement they may not be assigned, charged, encumbered or otherwise dealt with.

## 26.3 **Variation**

Camplify reserves the right to modify this Agreement at any time in accordance with this provision. If Camplify make changes to this Agreement, Camplify will provide the Owner with notice of the modifications by email at least fifteen (15) days before the date they become effective. If the Owner disagrees with the revised Agreement, the Owner may terminate this Agreement with immediate effect. Camplify will inform the Owner about their right to terminate the Agreement in the notification email. If the Owner does not terminate this Agreement before the date the revised Agreement become effective, the Owner's continued access to or use of the Camplify Website will constitute acceptance of the revised Agreement.

## 26.4 **Severability**

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.

## 26.5 **No waiver**

No waiver by a party of any breach of this Agreement will be considered as a waiver of any subsequent breach of the same or any other provisions.

## 26.6 **Entire Agreement**

This Agreement constitutes the entire understanding between the parties about its subject matter and supersedes all previous representations, understandings and agreements in connection with that subject matter.

## 26.7 **Governing Law and Jurisdiction**

This Agreement shall be construed in accordance with and shall be governed by the laws in force in the State of New South Wales.

Each of the parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of New South Wales or the Commonwealth of Australia and any courts of appeal from these courts.

A party must not commence any court proceedings (other than proceedings for urgent interlocutory relief) in respect of a Dispute until it has complied with this clause 26.

#### **26.8 Verification**

Camplify will make an effort to gather key data on Owners and Hires to allow for this data to be shared on the platform if a successful transaction occurs. However, user verification on the internet is difficult and Camplify does not assume any responsibility for the confirmation of any person's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, Camplify may, but has no obligation to:

- (a) ask Owners and Hirers to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Owners or Hirers;
- (b) screen Hirers and Owners against third party databases or other sources and request reports from service providers; and
- (c) where we have sufficient information to identify a Hirer, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks (if available).