

TERMS AND CONDITIONS – HIRER

- In this document the word "Owner" means "the person from whom the trailer is hired".
- The hirer agrees the trailer is in a good and serviceable condition.
- Hirer agrees to insure his/her own property and towing vehicle against loss or damage for any reason whatsoever prior to loading or towing trailer and agrees that no claim for loss or damage can be made against the Owner.
- The hirer shall use the trailer in a skilful and proper manner and shall not speed or overload it. The hirer acknowledges the safety chains and proper light requirements of the Transport Authority in State or Territory of Hire. It is the hirer's responsibility to comply with all regulations including load capacity of the trailer and of the towing car. In relation to the tandem trailers, the hirer acknowledges that to comply with the regulations of the Transport Authority in the State or Territory of Hire the trailer must not gross more than .75 of a tonne without the brakes on the trailer being connected to the towing vehicle. The Hirer guarantees The Owner that they have the knowledge, skill and ability required to enable them to carry out the loading and towing of the trailer without incident or accident. The Hirer will not load or tow the trailer without the knowledge, skill and ability required fulfilling this guarantee.
- The Hirer agrees that it will not load, tow or otherwise travel with the trailer on any kind of unsealed road/roadway/laneway or any other transportation route. An unsealed road is defined as a road that does not have a sealed bitumen surface. Under no circumstances are the trailers to be taken onto the beach.
- Secure your load - Hirer agrees to secure all property/goods or stock within the parameters of the trailer so as to ensure that the said loads or part thereof will not under any circumstances part from or leave the trailer during transit or otherwise. The Hirer is responsible for the correct and safe connection of the trailer to the towing vehicle. Livestock is NOT permitted. The Hirer will secure their load using suitable tie down materials. Hirer agrees not to use the winch on the car carrier to secure the load.
- Hirer agrees to have coupling attached to the tow vehicle at all times when loading, whilst loaded and during unloading. The jockey wheel is for raising and lowering the trailer and is not to be used to manoeuvre the trailer.
- Upon completion of the hiring the trailer must be properly cleaned by the hirer. Trailers returned in a dirty condition in the opinion of the Owner shall be cleaned at the hirer's expense.
- This agreement may not be transferred or assigned to any other party without the consent in writing of the owner.
- The Hirer acknowledges that \$200 Bond will be processed on pickup automatically.

- The Hirer agrees that all additional charges related to the hire of the trailer will be automatically charged and debited to the hirer's credit card. If additional charges are not paid then further action will be taken to recover monies owed.
- The Hirer must hold a valid Australian Drivers Licence and agrees that they are the same person as the details provided under the contract.
- The Hirer agrees that in the event of incorrect licence details being provided that the credit card details provided by the hirer is proof of hire.
- On the termination of the period of hiring the Hirer at his own expense must return the trailer to the address stated. The hirer acknowledges and agrees to pay in full to the owner the standard trailer recovery fee of \$2,100.00 should the hirer fail to return the trailer to the correct address. When the trailer cannot be returned by the due time at the expiration of the hiring period ("due time") the hirer must advise the owner by telephone before the due time of the estimated time of return. When a trailer is not returned by expiration time of the agreed hire period the rental of the trailer shall be treated for charging purposes as a new hiring. The cost of the new hire period (up to 48 hours) will be 150% of the difference between the cost of the original hire period and the cost of actual hire period ending when the trailer is returned plus transaction fees so long as the Hirer advises the owner of the late return. Failure to return the trailer without advising the owner of the late return will incur the maximum charge being the daily charge rate as applicable for the first day for the type of trailer hired, being charged daily to the hirer's account plus transaction fees until the trailer is returned. This charge will also include the daily charge rate being charged for the first 2 days late. Late hiring not advised as above within 24 hours after the hiring expiry date will be considered as stolen trailers and the hirer will be liable to prosecution for theft and all charges associated with recovering the trailer.
- During the continuance of the hiring, the hirer will not -
 - Sell, offer for sale, assign, mortgage, pledge or underlet the trailer or any interest of the hirer therein;
 - Part with possession of the trailer;
 - Allow any lien to be created in respect of the trailer whether for repairs or otherwise.
- The hirer shall be responsible for all freight and other charges where incurred by the owner or the hirer in respect of the delivery and return of the trailer except when authorised by the owner or his agent.
- In the event of a trailer breaking down the hirer shall arrange at his own expense to return it to the owner. The period of the hire shall be determined upon such return of the trailer to the owner; in no event shall the owner be responsible for any

expenditure damage and/or loss incurred by the hirer arising out of any breakdown or failure of the trailer.

- In the event of the hirer being delayed on route, the hirer is required to advise the owner within 24 hours of the expiry time of the contract, as stated on the contract. If further delay is experienced, and the amended arrival time cannot be met, the hirer is then required to give further notice to that effect. The hirer agrees to indemnify the owner against any costs incurred by the owner as a result of the hirer's failure to provide such information.
- By providing us with any Personal Information, the Hirer consents to collection of the Hirer's Personal Information to enable us to process your payments.
- Owner does not store bank account information or credit card details.
- INDEMNITY: The Hirer shall indemnify and keep indemnified and save harmless the owner from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of the trailer or otherwise.
- EXCLUSION OF LIABILITY: The owner shall not be liable to the Hirer or the Hirer's servants and/or agents from any damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from representations, warranties, terms and conditions express or implied use, maintenance, transport, operation of the trailer or otherwise.
- The Hirer acknowledges that he is responsible for all punctures and that no claim for tyres will be met without presenting the tyre in question to the owner.
- Hirer can request an extension of the hire period before or after the hire period has commenced subject to additional charges. The owner reserves the right to refuse an extension and ask for the trailer to be returned by the original specified date and time. This step terminates the contract between the owner and the hirer at the date and time advised by the owner. Upon termination of the contract, failure by the hirer to return the trailer shows intent of the hirer to not return the trailer, and the Police will be informed, and the trailer reported as stolen.
- Trailers are not to be towed by vehicles with a greater than 3.5 tonne gross vehicle mass (GVM).
- Late return fees will be charged.
- IMPORTANT TOWING VEHICLE LIMITATIONS The Aggregate Trailer Mass (i.e. mass of trailer plus load) MUST NOT exceed the maximum towing capacity of the tow vehicle as specified by the vehicle manufacturer. The towing capacity of vehicles is usually provided in the vehicle operator's hand book. Also check towbar's manufacturers' specification plate on towbar as the two may differ.

- CAUTION Trailers fitted with over-ride brakes may not be towed by a vehicle whose unladen weight is less than the total weight of the trailer and any equipment or load on the trailer.
- A 50mm diameter tow-ball is a standard requirement for all hire trailers.
- It is the hirer's responsibility to keep the trailer in a roadworthy condition. If the hirer feels that the trailer requires attention, they are to contact the owner as soon as possible.
- Any faults with the trailer must be reported to the owner, prior to further use of the trailer.
- The hirer agrees that they will not allow repairs to be carried out or costs incurred on the owner's behalf without having first obtained an authority number from the owner.
- In the event that the owner is unable to make contact with the hirer and payment has not been processed, the trailer will be reported stolen to the Police after a period of 24 hours.
- There is no refund for early return of the trailer.
- All toll fines are the responsibility of the hirer.
- All penalty and traffic infringement fines (e.g. exceeding speed limit, red light camera), but not limited to, are the responsibility of the hirer.
- All penalty and traffic infringement fines (e.g. exceeding speed limit, red light camera), but not limited to, are the responsibility of the hirer.
- I, the hirer authorises the owner to debit my credit card for all additional charges incurred under the terms and conditions of the hire agreement.
- There is no refund for any early return of the hired trailer.
- The hirer shall not be compensated for any loss of time incurred by the hirer as a result of any component of mechanical failure of the trailer.

IMPORTANT INFORMATION ON SAFE OPERATION OF WINCH:

- Please place a bag or rag in the middle of the winch cable during operation.
- Before commencing to load rolling stock tyres are to be inflated to tyres recommended PSI.
- Maximum load for Winch is 12000lbs, not designed for lifting and keep clear of all moving parts.

- The winch is not to be used for securing load under any circumstances.
- The winch is not to be used to unload any stock (load) under any circumstances.
- Before using winch ensure the ratchet on winch is engaged and keep engaged at all times under load.
- Do not release cable to its full extent.
- Do not load the trailer unless the area directly behind is clear for 20 metres and load on level ground ATTENTION: BEFORE STARTING OFF ON YOUR HIRE
- Safety chains must be attached to tow vehicle correctly.
- Ensure coupling handle is correctly down.
- Ensure all lights are working correctly. It is recommended that you drive with your lights on to increase visibility to other drivers while towing.
- The hirer shall contact the owner immediately should the item fail to meet the hirer's expectations OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS FOR TRAILER HIRE
- As a holder of a current drivers licence, you understand the obligations you have to safely operate your vehicle on any type of designated or undesignated roadway, or property access-way, in accordance to the State's Road Safety / Traffic Rules. If at any time you feel that you are not competent to safely attach or tow the trailer, we recommend that you do not hire the trailer at this point and contact an authorised training organisation and/or the relevant Transport authority. Please do not use the trailer if there are doubts about its roadworthiness and report this immediately to the owner. In addition to the conditions of use, it is your responsibility to report any identified or potential faults with the trailer, immediately or as soon as possible to the owner.
- For the avoidance of any doubt, the charges sought to be levied in the various circumstances of hire will be charged as follows:-
 - 1 day rental \$150.00 per day
 - 1 week rental \$750 per week
 - Remote control replacement fee \$350
 - An administration fee will be payable on all cancellations and extensions
- I am competent with (and not limited to):
 - Correctly connecting and disconnecting the trailer coupling hitch.
 - Correctly applying the safety chain connections.

- Correctly applying the trailer light plug connections.
- Conducting light operation checks, prior and after use.
- Ensuring safe load distribution on and off the trailer.
- Ensuring any load is safely secured during loading/unloading activities, or when parked or under tow.
- Correctly securing the jockey wheel when the trailer is both under tow and not undertow.
- Adhering to the maximum load rating allowed for this trailer.
- The braking system of the trailer (if applicable).
- Operating the trailer without over or under inflated tyres.