

Conditions of Hire

1. The hirer acknowledges that the trailer is in good repair and is clean, and undertakes to return it in a similar condition (fair wear and tear excepted). Upon completion of the hire, the trailer must be properly cleaned by the hirer. Trailers not cleaned before return will incur a cleaning fee of \$50 at the hirer's expense.
2. The hirer acknowledges that he or she has examined the trailer, together with the coupling mechanism, and that the trailer is securely connected to the hirer's tow vehicle. The hirer agrees to assume all liability for any damage to the tow vehicle arising out of use of the trailer. The hirer agrees to periodically inspect the trailer and coupling mechanism, and to maintain them in a safe, dependable and secure condition while they are in the possession, custody or power of the hirer.
3. The hirer shall use the trailer in a skilful and proper manner and shall not speed or overload it. Tandem axle trailers must not carry more than 1000Kg. The hirer acknowledges that Department of Transport requires that trailers possess and use safety chain/s and proper lighting. It is the hirer's responsibility to comply with all regulations including load capacity of the trailer and of the tow vehicle.
4. The hirer assumes all responsibility for any liability arising from the trailer while the trailer is in the possession, custody or control of the hirer, or being used by the hirer. The hirer is totally responsible for any lost, stolen or mislaid components or equipment of the trailer. The hirer is also responsible for all third party loss or damage however sustained.
5. During the period of hire, the hirer will not:
 - Sell, offer for sale, assign, mortgage, pledge or underlet the trailer or in any way damage the interest of the owner in the trailer and/or its equipment.
 - Part with possession of the trailer.
 - Allow any lien to be created in respect of the trailer whether for repairs or otherwise.
6. The hirer shall be responsible for all freight and other charges whether incurred by the owner or the hirer except when authorised by the owner or an agent of the owner.
7. In the event of a trailer breaking down the hirer shall arrange at his or her own expense to return it to the owner or his/her agents forthwith. The period of the hire shall be determined upon such return of the trailer to the owner. Under no circumstances shall the owner be responsible for any expenditure, damage and/or loss incurred by the hirer or any other person arising out of any breakdown or failure of the trailer, whether caused by fair wear and tear, negligence on part of the owner or any other reason whatsoever.
8. On termination of the period of hiring, the hirer at his or her own expense must return the trailer to the address stated on the contract, or where no address is stated, to the original place of hire. Where the trailer cannot be returned by the due time, the hirer must advise the owner before the due date and advise the owner of the estimated time of return. The hirer agrees to indemnify the owner against any cost incurred by the owner as result of the hirer's failure to provide such information or through the late return of the trailer. Where the trailer is not returned by the date and time shown on the contract, the rental of the trailer shall be treated for charging purposes as a new hiring. The time of hiring commencing at the time of the original hiring should have ended. Where the trailer is returned late but with out prior notice being given to the owner, the hirer will be charged at double rates together with any costs incurred in locating and recovering the trailer. Late return not advised as above and not advised to the owner in writing within 12 hours after the

hiring expiry date will be considered as a stolen trailer, and the hirer reported to the police forthwith.

9. The owner may notwithstanding the specified period of hire and notwithstanding any waiver of some previous default, immediately terminate this contract and repossess the trailer and/or its equipment in any of the following events:
 - If the hirer shall fail to pay any hiring charges when due.
 - If the hirer shall do or permit any act or thing whereby the owner's rights in the trailer and/or its equipment may be prejudiced.
 - If the hirer shall become insolvent or bankrupt or make any arrangement or composition with his or her creditors or in the case of a limited company, should a receiver be appointed, or should an order be made or a resolution passed for the winding up of a company, or should the company enter into or seek to enter into any arrangement or composition with its creditors.
 - If the hirer commits any breach of this contract.

With out prejudice to the rights of the owner to recover from the hirer any monies due under this contract or any damages for breach of the contract, the owner or an agent of the owner may enter into or on any premises where the trailer may be located for the purpose of repossessing the trailer and/or its equipment. The hirer indemnifies the owner for any costs, claims, damages, or expense arising out of any action taken to recover the trailer and/or its equipment.

In the event that the owner repossesses the trailer pursuant to this clause, the owner shall be entitled to take possession of any goods stored in or on the trailer at the time of the repossession, and shall thereafter have a possessory lien on such goods until any outstanding fees or charges owed by the hirer to the owner are paid in full.

10. This contract may not be transferred or assigned to any other party with out the written consent of the owner.
11. In this contract the word "owner" means "the owner or the owner's agent", and the word "trailer" means "trailer and all equipment attached to or hired under this contract".
12. This contract contains the whole agreement and there are no other oral or written agreements or understandings.
13. The hirer shall immediately inform the owner of any theft of the trailer or of any incident where damage to the trailer or any third party occurs however caused. Failure to notify the owner constitutes a breach of this agreement.
14. In the event of any claim, accident, damage or loss the hirer:
 - Will immediately report such incident to the police station nearest the scene of the incident, and in writing to the owner with in 24 hours.
 - Will immediately complete and return the owner's accident report form and furnish the owner within 24 hours, any statements, information or assistance which the owner or his/her insurers may require, including attending at lawyer's offices and at court to give evidence.
15. The hirer acknowledges that the owner may use and disclose data records in relation to this rental in conjunction with any future promotional or marketing activity undertaken by the owner or business partner/s.

16. This agreement shall be governed by the laws pertaining to Australia and/or the relevant states.

For help during an emergency phone **Tony 0418 557 522** or **Stuart 0425 767 948**

Hirer is responsible for all trailer and tyre damage

The hirer accepts the trailer in good condition subject to terms and conditions set out above and further acknowledges as testified by their signature hereto that they have read, and are aware of the trailer usage instructions and the conditions of hire endorsed overleaf.

Trailer damage is the sole responsibility of the hirer. Damage up to \$500 is payable by the hirer. Any damage over \$500 will be covered by an excess payment of \$500 payable at the time of return of the trailer.

Age and experience excess will also apply in addition to the \$500 initial excess. Drivers under 21 years of age will incur an additional excess of \$500. Drivers 21 to 25 years of age will incur an additional excess of \$300. Drivers with less than two years driving experience will incur an additional excess of \$250.