

POINTS TO NOTE

The Gross Trailer Mass (GTM) is the weight on the trailer's axle when coupled to the vehicle.

The ATM (Aggregate Trailer Mass) is the GTM plus the weight placed on the coupling.

Caution: You are not permitted to tow a trailer fitted with over-ride brakes if the GTM of the trailer is more than the weight of the empty towing vehicle.

TYRES AND TUBES ARE THE SOLE RESPONSIBILITY OF HIRER; any claim must be accompanied by tyre in question.

All traffic fines are the responsibility of the Hirer. Locating and recovery costs of Trailers not returned will be payable by the Hirer.

CONDITIONS OF HIRE

RATES: Daily rates are based on a 24 hour working period - minimum hire period is one day. Weekly rates are for a 7 day period.

All Hire Rates are ex our Depot - Delivery and pick up are extra.

PERIOD OF HIRE is charged for time out not time used. Hire period commences from the time the trailer leaves our Depot until it is returned to our Depot.

The hirer shall at all times use the trailer in a skillful and proper manner. A cleaning charge will be charged if trailer is returned dirty and this charge will be deducted from the deposit held.

DAMAGE TO PROPERTY OR PERSON

The hirer shall be responsible for any loss or damage to property or person caused by the trailer for any reason whatsoever during the period of hire and the hirer shall indemnify the owner in respect of all claims, damages and expenses in relation thereto.

BREAKDOWN: In the event of a breakdown or failure of the trailer, the hirer shall return the trailer to the owner's premises forthwith and on no account repair or attempt to repair the trailer without the prior consent of the owner. In the event that such a breakdown or failure is caused by reasonable wear and tear and not by the hirer's negligence or misuse or any other reason whatsoever then the period of hire shall be determined upon such return of the trailer to the owner. In no event shall the owner be responsible for any expenditure damages and/or loss incurred by the hirer arising out of any breakdown or failure of the trailer whether caused by fair wear and tear, negligence on the part of the owner or any other reason whatsoever.

I agree the trailer listed on this Hire Contract is received in good order and condition and is hired subject to the terms and conditions set out here and overleaf. Hirer is responsible for any loss or damage or theft of trailer. The onus will rest with the Hirer to ensure that the trailer is returned to or collected by the Company.

If the trailer is not returned to the above mentioned firm then I agree as Hirer to pay all costs of the Company incidental to the recovery, transporting and storage of the trailer.

DEFINITION

"TRAILER" to include associated items as spare wheel shackles, electrical leads, chains, etc.

GST

Where pursuant to this contract any amount is payable by the hirer, in respect of which a rate or cost is nominated on this contract, then the nominated rate payable by the hirer is the gross amount of the fee, inclusive of the GST component,

Where no rate or cost is specified, and the company itself supplies the goods or services to the hirer, the company will charge the hirer the retail amount normally charged by the company for the provision of that good or service, including the amount of GST applicable to that supply.

Where a third party supplies the good or service, the hirer is liable to pay the gross amount charged by that party to the company (including GST), plus an 11percent markup for administration by the company (including GST).

Where pursuant to this contract any amount is payable by the hirer for damages, or pursuant to an indemnity granted by the hirer to the company, then the hirer must also pay to the company the amount of any GST payable by the company in respect of the entitlement to receive that payment, whether the entitlement arises by virtue of an order of a court, compromise, or any other means.

PRIVACY ACT 1988

I/We acknowledge receiving a copy of your privacy policy and consent to you using my/our personal information for your stated purposes.

I/We do/do not consent to you providing any of my/our personal information to persons/organisations who request credit references about me/us from, you.