



The terms and conditions of hire set out herein are the only terms and conditions upon which the hirer may hire the trailer from the Owner and/or its agent.

#### TERMS AND CONDITIONS OF HIRE

1. In this document the word "**Owner**" means "Load n Tow ABN 33 932 087 321 and/or its members or agent", and the word "trailer" means "trailer and all equipment attached thereto or hired under this Agreement".
2. The hirer agrees the trailer is in a good and serviceable condition. Load n Tow reserves the right to exchange the hire item at the said location or nearest possible location with an equivalent item at any time before and during the booking or hire period.

In the event that the exchange of item or location cannot occur Load n Tow reserves the right to refund the hire amount without any compensation.
3. 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.
4. The hirer shall use the trailer in a skilful and proper manner and shall not speed or overload it. Trailers of 6' x 4' to 8' x 5' sizes must not be used to carry more than half a tonne. It is suggested that weight should be 70% in the front half of cargo space. The hirer must not exceed 80km per hour. The hirer acknowledges that the Department of Motor Transport requires safety chains and proper lights. 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 Department of Motor Transport regulations 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.
5. 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.**
6. **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 (see clause 3 above regarding insurance). 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).
7. The Hirer agrees that all fully enclosed trailers (Furniture Vans, Furniture Trailers) are not guaranteed to be waterproof or dust proof and that the hirer is responsible to take precautions to prevent water damage to any goods they enclose within the trailer.
8. 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.
9. 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.
10. This agreement may not be transferred or assigned to any other party without the consent in writing of the owner.
11. The Hirer shall make his own insurance arrangements and assume all responsibility for any liability arising from the trailer or vehicle while the trailer or vehicle is in the care and control of the hirer or is being used by the hirer or servants. The trailer is not insured against theft or damage and it is the hirer's responsibility to keep it secure. The Hirer accepts full liability for any costs relating to the trailer or vehicle in the event that the trailer or vehicle is lost, stolen or in any way damaged. The hirer will be charged at new retail replacement cost of trailer, vehicle or component.
12. The Hirer authorises all charges for the hire of the trailer to be charged and debited to the hirer's credit card.
13. 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.
14. The Hirer agrees that the licence and credit card provided must be from the same person.
15. The Hirer agrees that in the event of incorrect licence details being provided that the credit card detail provided by the hirer is proof of hire.
16. On the termination of the period of hiring the Hirer at his own expense must return the trailer to the address stated within or if no such address is so stated to a point agreed in writing by both parties.

The hirer acknowledges and agrees to pay in full to Load n Tow the standard trailer recovery fee of \$2100.00 should the hirer fail to return the hire item to the address stated on the hire contract docket.

When the trailer cannot be returned by the due time at the expiration of the hiring period ("due time") the hirer must advise Load n Tow on telephone no.0410 708215 during normal business hours before that due time and advise Load n Tow 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 Load n Tow of the late return. Failure to return the trailer without advising Load n Tow 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.
17. During the continuance of the hiring, the hirer will not -
  - (a) Sell, offer for sale, assign, mortgage, pledge or underlet the trailer or any interest of the hirer therein;
  - (b) Part with possession of the trailer;
  - (c) Allow any lien to be created in respect of the trailer whether for repairs or otherwise.
18. The hirer acknowledges that the Owner may use satellite tracking devices on any of its hire equipment.
19. The hire acknowledges that the owner may disclose data recorded in relation to this rental in conjunction with any future promotional or marketing undertaken by the Owner or business partners.
20. 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 authorized by the owner or his agent.
21. In the event of a trailer breaking down the hirer shall arrange at his own expense to return it to the owner or its agent forthwith. The period of the hire shall be determined upon such return of the trailer to the owner or its agent; 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.
21. In the event of the hirer being delayed en route, the hirer is required to advise the Load n Tow on 0410 708215 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.
22. The Hirer will be held totally responsible for any damage caused to the trailer while it is covered by this contract, and will also be liable for all costs incurred in recovery of and repair of the trailer. The Hirer agrees to accept liability for the loss of and/or any damage to the trailer and the deposit will be held as part payment for any damage.
23. **INDEMNITY:** The Hirer shall indemnify and keep indemnified and save harmless the Owner and the Owner's servants and agents 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.
24. **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



- (except in so far as statutory conditions and warranties cannot be excluded under Part V Division 2A of the Trade Practices Act (1974) or relevant State legislation), use, maintenance, transport, operation of the trailer or otherwise.
25. **OPERATION OF CLAUSE:** Clauses 21 & 22 hereof to the extent these clauses are inconsistent with other clauses, terms or conditions of the Agreement clauses 21 & 22 are to override any such other clauses and be of paramount force.
  26. The hirer agrees that he will not allow repairs to be carried out or costs to be incurred on the owner's behalf without having first obtained an authority number from the owner.
    - Hirer agrees to carry a spare wheel for the trailer at all times
    - Hirer acknowledges that a wheel brace jack are not supplied with the hire
    - 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 and/or an agent of the owner.
  27. The Hirer must notify the owner and/or its agent of late returns of trailer. If the trailer is not returned by the due date (without notification) then POLICE are informed and trailer reported as stolen. See clause 15.
  28. **Trailers are not to be towed by vehicles with 24 volt electric systems (All trailers are 12 volt only)**
  29. **Trailers are not to be towed by vehicles with a greater than 4.5 tonne gross vehicle mass (GVM).**
  30. Late return fees will be charged.
  31. **MAXIMUM LOAD ON CAR CARRIER/TRANSPORTER AND TANDEM CAGES 1.2 TONES (1200 KILOGRAMS).**
    - MAXIMUM LOAD ON SINGLE AXLE TRAILERS UNBRAKED 400kg
    - MAXIMUM LOAD ON SINGLE AXLE TRAILERS BRAKED 700kg
  32. **IMPORTANT TOWING VEHICLE LIMITATIONS**

The Aggregate Trailer Mass (i.e. mass of trailer plus load) MUST NOT exceeds 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 manufacturer's specification plate on towbar as the two may differ.
  33. **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.

All Trailers are fitted with 12 volt lighting system and are not to be towed or connected to 24 volt systems.
  34. **A 50mm diameter tow-ball is a standard requirement for all hire trailers.**
  35. Our e-mail communications may include HTML-based email messages which require your computer to be enabled to accept HTML e-mail.

#### LONG TERM HIRES - TRAILERS ONLY

36. In addition to the standard Terms and Conditions, the following apply to Long Term hires.
37. A Long Term Hire is defined as any trailer hire that is initially hired for a minimum of three weeks and extended thereafter.
38. Hires can only be extended prior to the due date and time or standard late fees will apply.
39. Long Term Hires are available from selected locations only.
40. Long Term hires are not available for One Way hires.
41. A standard hire cannot be transferred to a Long Term Hire. In this instance, a new hire contract must be commenced.
42. 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 our call centre on 0410 708215 to arrange a maintenance inspection as soon as possible.
43. Any faults with the trailer must be reported to LOAD N TOW during normal business hours, prior to further use of the trailer.
44. LOAD N TOW reserves the right to exchange the hire item with an equivalent item at any time during the hire period.
45. 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 Load n Tow office.
46. **PAYMENT**
47. Payment can be made in full at the time of the booking; Alternatively, the following payment plan is available:
  - The first payment is made at the time of booking. This payment covers the first three weeks of the hire. - All future payments will be debited on a weekly basis from the provided credit card, starting one (1) Week after commencement of the hire.
48. An email advice for the subsequent instalments will be sent three (3) days prior to the credit card being debited.
49. In the event of a payment being declined, attempts will continue to be made every 24 hours to process due payment. LOAD N TOW will attempt to make contact with the hirer regarding the overdue payment.
50. In the event that LOAD N TOW 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.
51. **EARLY RETURN POLICY**

In the event of a Long Term hire being returned earlier than the contracted term, the hire rates will be re-calculated in accordance with our fee schedule. A cancellation penalty fee which equates to 5% of the original hire value will also be charged.
51. There is no refund for early return of the trailer.

#### TOLLS, FINES and ADDITIONAL CHARGES

52. All toll fines, but not limited to, will be charged a \$35.00 administration fee plus the value of the fine.
- 52a All penalty and traffic infringement fines (e.g. exceeding speed limit, red light camera), but not limited to, will be charged a \$100.00 administration fee, plus the value of the fine or penalty if applicable.
53. I, the customer authorises Load n Tow to debit my credit card for the administration fee plus the fine value where applicable without any further correspondence for any fines incurred whilst any item of Load n Tow is/was in my possession.
- 53a. I the customer authorises Load n Tow to debit my credit card for all additional charges incurred under the terms and conditions of the hire agreement.

#### REFUND and CANCELLATION POLICY

54. Refunds and Cancellations are subject to the following:
  - a) A minimum of 24 hours' notice must be given on all cancellations prior to the start time and date of the booking.
  - b) A holding and cancellation fee of \$20 per week (or part thereof) calculated from the time of booking will be deducted from the refund.
  - c) Any notice pursuant to this clause is to be made by telephoning 0410 708215 between the hours of Monday and Friday 8am to 5pm, Saturday 8am to 4.30pm and Sunday 8am to 3.30pm.
55. There is no refund for any early return of the hired trailer.
56. 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.

#### DAMAGE WAIVER

47. The Damage Waiver covers you our customer, against the repair or replacement cost of the trailer in the event of an accident (Accidental damage to the TRAILER



or HIRE ITEM only) Tyres, Jockey Wheel, Broken Lights , Hirers Goods and Towing costs excluded.

The DAMAGE WAIVER will not cover you the hirer in the event of OVER LOADING, UNSECURED LOADS, INCORRECTLY LOADED or UNLAWFUL USE of the hire item.

48. The Hirer acknowledges and warrants that all information provided by it is true and accurate and can be relied upon by Load n Tow.

**ATTENTION: BEFORE STARTING OFF ON YOUR HIRE**

58. Safety chains must be attached to tow vehicle correctly.

59. Ensure coupling handle is correctly down.

60. Ensure all lights are working correctly.

61. For information or questions on the above contact 0410 708215 during office hours.

If unsure you are not to take trailer and refund will be given.

The hirer shall contact Load n Tow 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. Our support to your safety is to ensure that you have the basic understanding of your trailer hire. Your trailer hire agent is not an authorised trainer or assessor in safe towing. 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. Every effort is undertaken to ensure your hire trailer is in roadworthy condition. Please do not use the trailer if there are doubts about its roadworthiness and report this immediately to the hire agent. As part of the hire program and 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 hiring agent.

**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.

Conduct the light operation checks, prior and after use.

Ensure 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.

The maximum load rating allowed for this trailer.

The braking system of the is trailer (if applicable).

Not to operate the trailer with over or under inflated tyres.

**FOR INFORMATION ON ANY OF THE ABOVE PLEASE CONTACT Grant ON 0410 708215 DURING OFFICE HOURS: MON-FRI 7AM TO 6PM, SAT 7AM TO 4.30PM, SUN 7AM TO 4.30PM.**