



(NALROCK PTY LTD A.C.N: 675 219 995)

Terms & Conditions of Hire. Effective as of: 15th March 2024 at 12.00pm

## **1. DEFINITIONS AND EXPLANATIONS:**

In these Terms & Conditions, these words and phrases have the following meaning:

- a) "Owner" means "NALROCK PTY LTD trading as Hitched Hire Trailers Bendigo" (ACN: 675 219 995).
- b) "Representatives" means any person representing the owner who is empowered to Hire out Trailers and sign Hiring Agreements on behalf of the Owner (NALROCK PTY LTD).
- c) "Hirer/Customer" means the person, business or organisation Hiring who has entered into a Hiring Agreement with the Owner, Hitched Hire Trailers Bendigo.
- d) "Hiring Agreement" means the binding contractual agreement between the Owner and the Hirer.
- e) "Hirers Signature and/or Initials" means the written acceptance and acknowledgment of the Hiring Agreement and the Owners Terms and Conditions of Hire.
- f) "Hire" means to engage in the services of Hitched Hire Trailers Bendigo for a fee, for the temporary use of its equipment or products.
- g) "Hirer's Details" means the current personal information of the Hirer required to Hire a Trailer.
- h) "Hire Charge" means the agreed fee charged for the Hire of a Trailer.
- i) "Start Date and Start Time" means the date and time in which the Hiring Agreement commences
- j) "Completion Date and Completion Time" means the date and time in which the Hiring Agreement ends.
- k) "Security Deposit" means any sum of money that is taken as a security bond to cover repairs, equipment, late fees or any other charges that may result from a Hire
- l) "Cancellation Fee" means the fee charged for the Cancellation of a Hire.
- m) "Period of Hire" means the Period in which a Trailer is Hired from the Owner as per the time and date stated on the Hiring Agreement.
- n) "Late Charge / Late Fee(s)" means the amount owed to the owner if the trailer is returned late as per the date and time on the Hiring Agreement.
- o) "Trailer(s)" means Trailers and all parts, attachments, accessories etc. that may have been supplied as part of the Hiring Agreement by the Owner. It does not include the Hirer's personal loads or goods carried in the trailer or Personal Property placed in the trailer by the Hirer or any other person.
- p) "Trailer Details" means the registration number, Hitched Hire Trailers Bendigo trailer I.D number and of the trailer size and/or description.
- q) "Equipment" means further goods or accessories required by the Hirer.
- r) "Load/s" means any items, goods, Equipment Personal Property and/or stock carried in the Trailer.
- s) "Personal Property" means any Property that is owned by the Hirer including the Towing Vehicle.
- t) "Towing Vehicle" means the vehicle being used by the Hirer to tow the Trailer whilst under Hire.
- u) "Site" means the pickup and drop off premises where the Owner Hires and stores the Trailer.
- v) "Distance Zone" means the furthest distance or location in which the Trailer will be used whilst under Hire.
- w) "Excess Distance" means any distance the Trailer may travel past 100km of the Bendigo CBD whilst under Hire.

## **2. BINDING CONTRACT:**

- 2.1. The owner agrees to Hire Trailers to the Hire customer based on the Terms and Conditions set out in this document, as detailed below.
- 2.2. This document defines the sole Terms and Conditions upon which a Hirer may Hire a Trailer from the owner
- 2.3. If a Customer wishes to Hire a Trailer from Hitched Hire Trailers Bendigo, either the Owner and/or it's representatives and the Hirer must complete and sign a Hiring Agreement which is conditional of the Hirer accepting the Owners Terms and Conditions of Hire.
- 2.4. The owner reserves the right to be able to change or alter their Terms and Conditions at any time without notice. Please read carefully the Terms and Conditions prior to signing the Hiring Agreement. Hitched Hire Trailers Bendigo's Terms & Conditions are dated and the time is recorded with every update or change. The Terms & Conditions that are current at the commencement date and time on a Hiring Agreement will be used until the Hire Period Stated on the Hiring Agreement is met.
- 2.5. In signing this Hiring Agreement the Hirer acknowledges and agrees with the Terms and Conditions of this binding contract.
- 2.6. The Hiring Agreement is binding between the Owner and the Hirer; as such the Trailer must not be used by any other person who is not stated on the Hiring Agreement.
- 2.7. If more than one person wishes to use a Trailer whilst under Hire, all persons wishing to use the Trailer must complete and sign a Hiring Agreement which is conditional of all Hirer's accepting the Owners Terms of Conditions of Hire.
- 2.8. During the period of this contractual agreement the Hirer must not part with possession of the Trailer.
- 2.9. The Hirer must hold a valid Australian drivers licence and agrees that they are the same person as the details provided under this contract and that the licence, credit/debit card and/or any other personal points of identification provided must all be current, correct and in the name of the Hirer.
- 2.10. The Hirer agrees that the address on their driver's licence is their current address.
- 2.11. The Hirer agrees that the email address and phone number that the Hirer has written on the Hiring Agreement form is true and correct.

## **3. PAYMENT TERMS:**

- 3.1 The Hirer agrees to pay the Owner all Hire Charges stated on the Hiring Agreement, prior to commencement of the Hire of the Trailer.
- 3.2 The Hirer agrees that any additional fees and charges must be paid within 24 hours of issue.
- 3.3 The Hirer agrees that all late fees will be paid within 24 hours of issue.
- 3.4 The Hirer agrees that a \$40.00 administration fee will apply for all reminder notices of outstanding fees or charges.
- 3.5 The Hirer agrees that any fees or charges that arise as a result of Hire can be charged and debited automatically from the Hirers credit/debit card by the Owner.

## **4. RETURN/COMPLETION TIME:**

- 4.1. The Hirer agrees that the Trailer will be returned to the Owner's Site by the date and time stated on the Hiring Agreement.
- 4.2. The Hirer agrees that if the Trailer is NOT returned to the Owners Site by the completion time and date on the Hiring Agreement, Late Fees of the daily hire rate x 100% will apply as per the Hiring Agreement.
- 4.3. The Hirer agrees that they must notify the Owner of any possibility of a late return of the Trailer. If the Trailer is not returned by the due time and date stated on the Hiring Agreement (without notification) then POLICE will be informed that the Trailer has been stolen and the relevant late fees will be charged.

- 4.4. The Hirer agrees that if the trailer is not returned to the Owners Site by completion date/time, that the trailer must be stored securely and returned to the Owner the next day with payment of additional late fees.
- 4.5. The Hirer agrees that on the termination of the period of this agreement the Hirer, at his own expense, must return the Trailer to the place from which it was hired.
- 4.6. The Hirer agrees that upon completion of hire, the trailer is to be returned to the place of hire and handed to the Owner or one of the Owner's representatives and not left unattended (unless organized prior with the Owner).
- 4.7. The Hirer agrees that if they wish to extend the Period of Hire past the time and date stated on the Hiring Agreement, the Hirer must first pay the extra Hire Charge and sign a new Hiring Agreement stating the extended Period of Hire. (If Hitched Hire Trailers Bendigo's Terms and Conditions of Hire have been updated prior to commencement of the extended hire, the new Terms and Conditions of Hire will take effect for the extension of the hire).
- 4.8. The Hirer agrees that the Owner may deny the extension of a Hire if the Trailer is required for another Hirer or for maintenance or any other reason given by the owner.
- 4.9. The Hirer agrees that if they do not make payment of the extended Hire Charge within 2 hours of completion of hire, the POLICE will be called and the Trailer will be reported as stolen.
- 4.10. The Hirer agrees that fees will apply as per the Hiring Agreement if any fines or tolls are not paid to the Owner within 24 hours of issue.
- 4.11. The Hirer agrees that their credit/debit card details may be kept on file and used to recover any outstanding amounts owing including late fees, underpayment of charges or to restore the trailer to its pre-hire condition including cleaning and repairs.

## **5. REFUND POLICY:**

- 5.1. The Hirer acknowledges that Hitched Hire Trailers Bendigo will only ever refund Payments for bookings in the event that the trailer requested becomes unavailable for hire due to damage or for any result of a previous Hire.
- 5.2. The Hirer agrees that they shall not be compensated for any loss of time or money incurred by the Hirer as a result of any component of mechanical failure of the Trailer.
- 5.3. The Hirer agrees and understands that there will be no refund for any early return of the Hired Trailer under any circumstances whatsoever.
- 5.4. The Hirer agrees that there will be no refund whatsoever should the Hirers Towing Vehicle be unable to tow the trailer.
- 5.5. The Hirer acknowledges that Hitched Hire Trailers Bendigo will only ever refund Payments for bookings in the event that the trailer requested becomes unavailable for hire.
- 5.6. The Hirer agrees that there will be no refunds to the Hirer whatsoever should the Trailer be damaged, stolen or unusable in any way whilst under Hire.
- 5.7. The Hirer agrees to remain contactable at all times whilst under a Hiring Agreement with the Owner.
- 5.8 The Hirer agrees that in the event that the Owner is unable to make contact with the Hirer, the Trailer will be reported stolen to the POLICE.

## **6. BEFORE YOU HIRE A TRAILER/RULES & REQUIREMENTS:**

- 6.1. The Hirer agrees that they have the necessary knowledge and skills required to enable them to carry out the connecting, loading and towing of the Trailer without incident or accident.
- 6.2. The Hirer agrees that they have the skills and knowledge to safely tow and operate the Trailer prior to use.
- 6.3. The Hirer agrees that they shall use the Trailer in a skillful and proper manner and shall not speed or overload it based on the rating on the Towing Vehicle and the Towing Vehicle's tow bar.

6.4. The Hirer agrees that prior to use they will ensure:

- a) The Trailer coupling is correctly attached to the Towing Vehicle
- b) The Towing Vehicle tow bar and ball are in good working condition and rated for the required towing weights
- c) The power cable is attached and in working order
- d) The safety chain(s) are attached according to laws and regulations, using only rated d-shackles.
- e) ALL lights are working correctly
- f) Tyre pressure is correct as per manufacturer's specifications
- g) All gates are closed, loads are secure and accessories are attached safely
- h) The Towing Vehicle is insured to cover the Towing of Trailers

6.5. The Hirer agrees that the jockey wheel must be in the raised and locked position whilst driving to avoid damaging the Trailer.

6.6. The Hirer agrees that they will take regular rest breaks when towing a Trailer over long distances or for extended periods of time.

6.7. The Hirer agrees to use the correct size tow ball for all Hire Trailers and it must be fitted to the Tow Vehicle.

6.8. The Hirer agrees that the Towing Vehicles tow bar and tow ball are rated to carry out their intended task

6.9. The Hirer agrees that they must hold a current drivers licence and supply this to the Owner upon hire.

6.10. The Hirer agrees that they will not tow a Trailer if they do not hold the relevant Driver's Licence to tow trailer.

6.11. The Hirer agrees that the Towing Vehicle being used is registered and roadworthy.

6.12. The Hirer agrees that they will NOT tow or use the Trailer whilst under the influence of any drug or intoxicating alcohol or with a blood alcohol level that exceeds the percentage permitted by law.

6.13. The Hirer agrees that they will not lift, carry or move a trailer by hand as injury may occur.

6.14. The Hirer agrees that they will follow the correct manual handling techniques when loading or unloading a Trailer and take regular rest breaks.

6.15. The Hirer agrees that the Owner is in no way responsible for any injuries that may occur whilst hiring a Trailer.

6.16. The Hirer agrees that it is their responsibility to keep the Trailers tyres in a safe, roadworthy condition at all times during the Hire.

6.17. The Hirer agrees that they will ensure that all tyres have the correct tyre pressure as specified by the manufacturer prior to towing the Trailer.

6.18. The Hirer agrees that they will maintain the correct tyre pressure in all tyres at all times as specified by the manufacturer on both the Trailer and their Towing Vehicle.

6.19. The Hirer agrees that it is their responsibility to ensure the wheel nuts are tightened to prevent the tyre and wheel separating from the Trailer before use of the Trailer, at every stop and regularly whilst driving long distances.

6.20. The Hirer agrees that a spare tyre is supplied by the Owner and is to be carried with the Trailer at all times.

6.21. The Hirer agrees that they are responsible to ensure the spare tyre is securely fastened to the trailer at all times and that the Owner will not be held in any way accountable if the spare tyre comes loose or separates from the Trailer in any way whatsoever.

6.22. Upon completion of the hiring agreement the trailer must be properly cleaned by the hirer. Trailers returned in a dirty condition in the option of the owner shall be cleaned at the Hirer's expense and a cleaning fee of \$50 will be charged, with payment due within 24 hours.

## **7. CORRECT AND PROHIBITED USE OF TRAILER/S AND ROAD RULES AND**

### **LAWS:**

- 7.1. The Hirer agrees that the Trailer will not be used to perform any duties that may be considered unsafe or may cause damage to the Trailer.
- 7.2. The Hirer agrees that the jockey wheel is designed for raising and lowering of the Trailer only and is not to be used to manoeuvre or restrain the Trailer.
- 7.3. The Hirer agrees to have the coupling device attached to the Towing Vehicle at all times when loading, loaded or unloading. (If you climb into a Trailer while it is not coupled to a Towing Vehicle, it may tip or roll away causing potential damage or injury.)
- 7.4. The Hirer agrees that the Trailer IS NOT to be used to transport cattle, livestock or any other animals whatsoever.
- 7.5. The Hirer agrees that the Trailer IS NOT to be towed or used by any person that is not listed on the Hiring Agreement Form.
- 7.6. The Hirer agrees that they will not use the car Trailer winch to tie down or secure any vehicle to the car Trailer whilst towing in any way whatsoever.
- 7.7. The Hirer agrees that they will not drag car wrecks or heavy loads onto a Car Trailer as it may cause excessive damage to the Trailer.
- 7.8. The Hirer agrees that any vehicle that they are winching onto Car Trailer has fully inflated tyres.
- 7.9. The Hirer agrees that they will use rated tie downs to secure the vehicle to the Trailer on ALL corners.
- 7.10. The Hirer agrees that the Trailer is not to be taken through any water, rivers, dams, floods or any other body that may cause damage to the Trailer or its electrics.
- 7.11. The Hirer agrees that they will not take the Trailer on any kind of dirt road, unsealed road or onto a beach.
- 7.12. The Hirer agrees that they will comply with all traffic laws and regulations whilst using the Trailer.
- 7.13. The Hirer agrees that it is their responsibility to ensure all light Cables, chains and accessories are correctly attached and in legal working order and that it is not the Owners responsibility.
- 7.14. The Hirer agrees that no person will ride in or on a moving Trailer at any time whatsoever.
- 7.15. The Hirer agrees that they will not exceed the speed limit per hour or any other speed limit signs whilst towing a Trailer.
- 7.16. The Hirer agrees that should the Trailer be taken onto any dirt road or unsealed surface for any unexpected or unplanned reason, they will not exceed 40 km per hour.
- 7.17. The Hirer agrees that they will not overload the Trailer.
- 7.18. The Hirer agrees that they will not overload the trailer in any way past the legal maximum load weight.
- 7.19. The Hirer agrees that it is their own responsibility to provide load tie downs for the Trailer and that the Owner is not in any way liable for the tie downs or the methods that are used.
- 7.20. The Hirer agrees that only rated and approved tie downs will be used when securing loads to the Trailer.
- 7.21. The Hirer agrees that all loads will be secured to the trailer correctly as per the current legal requirements.
- 7.22. The Hirer agrees that all loading ramps will be secured to the Trailer and ensure the ramps are connected safely when loading or unloading.
- 7.23. The Hirer agrees to secure all Loads within the parameter of the Trailer using suitable tie down materials and methods. Any loads that project from the trailer must comply with the appropriate State laws.
- 7.24. The Hirer agrees to ensure that no part of any load will part from or leave the Trailer during transit or otherwise.
- 7.25. The Hirer agrees that all fully enclosed trailers (furniture, moving trailer/s) 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.

7.26. The Hirer agrees that the Trailer will only be taken/transported, within the distance zone listed on the Hiring Agreement form.

7.27. The Hirer Agrees that the trailer is not to be taken, in anyway whatsoever, further than 500 km of the centre of Bendigo (corner of High Street & View Street, Bendigo 3550)

## **8. TRAILER ISSUES and LOST/STOLEN:**

8.1. The Hirer agrees that any faults with the Trailer must be reported to the Owner immediately on the number listed on the front or in the header of these Terms and Conditions of Hire, prior to further use of the Trailer.

8.2. The Hirer agrees that if there are any faults or issues with the trailer that they will not continue to use the trailer in any way whatsoever.

8.3. The Hirer agrees that in the event of the Towing Vehicle or Trailer breaking down or being damaged the Hirer shall arrange the return of the Trailer at their own expense to the Owner on or before the completion time and date as part of the Hiring Agreement.

8.4. The Hirer agrees that they will not attempt to alter, service or repair the Trailer in any way excluding tyre pressure.

8.5. The Hirer agrees that the Owner will be informed of all punctures prior to the changing of any tyres on the phone number printed on the front of this Hiring Agreement. (24 hours, 7 days)

8.6. The Hirer agrees that they will not continue using a Trailer should it be damaged or require repairs.

8.7. The Hirer agrees that in the event of an accident or breakdown, it is their responsibility to return the Trailer to the Owners Site at their own expense.

8.8. The Hirer agrees to accept full liability for all costs relating to the Trailer in the event that the Trailer is in any way damaged. The Hirer will be charged at new retail replacement cost of the Trailer and any Equipment.

8.9. The Hirer agrees that any damage that can be repaired by the owner on site will be charged to the Hirer at the new retail replacement costs.

8.10. The Hirer agrees that if a Trailer is in any way damaged beyond the Owners repair, the Trailer will be sent to a repairer for a repair quote.

8.11. The Hirer agrees that it is their responsibility to make a claim with their insurance company and to contact Hitched Hire Trailers Bendigo with the claim number within 24 hours of the incident.

8.12. The Hirer agrees that once the repairer has sent through their quote, their insurance company will be contacted to give authority to repair to the repairer.

8.13. The Hirer agrees that if the Hirer is uninsured, the total cost will be invoiced to them personally and will need to be paid before repairs can begin.

8.14. The Hirer agrees that the Hirer will pay the loss of business at the daily Hire Rate of the Trailer until the repairs have been made and the trailer is hireable.

8.15. The Hirer agrees that the Trailer will be towed to the repairer at the Hirers expense

8.16. The Hirer agrees that they are responsible for all punctures whilst the Trailer is in their possession and that the Hirer shall be financially liable for the current replacement cost of a matching new tyre.

8.17. The Hirer agrees that they will be financially liable for any costs related to respraying or resigning the Trailer in the event that the paint or signage is scratched, damaged, removed or excessively worn in any way.

8.18. The Hirer agrees that the Trailer will be inspected upon return for any damages, excess dirtiness or anything else that changes the Trailer from its pre Hire condition.

8.19. The Hirer agrees that at the completion of the Hiring Agreement, if the Owner considers the Trailer to be dirty or damaged, the Hirer will be deemed financially responsible to the owner for any expenses to have the trailer returned to its pre-hire condition.

8.20. The Hirer agrees that the Owner may take several days to further inspect any damage to the Trailer after return of a Hire.

- 8.21. The Hirer agrees to accept full liability for all costs relating to the Trailer in the event that the Trailer is lost or stolen in any way.
- 8.22. The Hirer agrees that should a Trailer be lost or stolen whilst under Hire, they will be charged at new retail replacement cost of the Trailer and any Equipment.
- 8.23. The Hirer acknowledges that the Trailer is not covered for theft and will remain secure from theft at all times whilst under their Hire.
- 8.24. The Hirer agrees that they will keep the Trailer secure with padlocks, chains or coupling locks at all times whilst under Hire. Especially if Hiring for an extended period of time.
- 8.25. The Hirer agrees that the Trailer will remain secure overnight in a secure location.
- 8.26. The Hirer agrees that they will not leave the Trailer on the street overnight.
- 8.27. The Hirer agrees that upon completion of hire, the trailer will be handed over to the Owner or Hitched Hire Trailers Bendigo Representative/s and NOT left unattended or unsecured.

## **9. OTHER PAYMENTS:**

- 9.1. The Hirer agrees to pay all fees and charges that apply as per these Terms and Conditions of Hire.
- 9.2. The Hirer agrees to accept full liability for all costs relating to the Trailer in the event that the Trailer is lost or stolen in any way.
- 9.3. The Hirer agrees that should a Trailer be lost or stolen whilst under Hire, they will be charged at new retail replacement cost of the Trailer and any Equipment.
- 9.4. The Hirer agrees that any damages caused as a result of Hire can be charged and debited automatically from the Hirers credit/debit card by the Owner.
- 9.5. The Hirer agrees that all damages caused as a result of Hire will be paid within 48 hours of the incident.
- 9.6. The Hirer agrees that in the event that the Hirer wishes to cancel a Hire, they will forfeit any payments made to the Owner to secure or reserve the Trailer
- 9.7. The Hirer agrees that any Payment made to secure a booking will be forfeited as a result of cancellation due to the Hirer's Tow Vehicle being un-capable of towing a Trailer for any reason whatsoever due to potential loss of business to the Owner.
- 9.8. The Hirer agrees that they are responsible for any traffic or parking offences incurred during the period of Hire and will be financially liable for fines incurred during such Hire.
- 9.9. Any Fines incurred whilst under this agreement will be forwarded to the Hirer.
- 9.10. The Hirer agrees that all fines must be paid within 24 hours of issue.
- 9.11. The Hirer agrees that any late payment fees will be forwarded to the Hirer for payment.
- 9.12. The Hirer agrees and acknowledges that all fines e.g. traffic and tolls, but not limited to, will be invoiced a charge of \$50.00 administration fee plus the value of the fine where applicable
- 9.13. The Hirer authorises the Owner to charge the Hirer via invoice, direct debit or credit card for any additional charges that may result from the Hiring Agreement that has not already been covered under the Terms and Conditions.
- 9.14. The Hirer agrees that late fees will apply and the first day's late fees will be charged as soon as the Trailer is not returned past the time and date on the Hiring Agreement.
- 9.15. The Hirer agrees that late return fees apply and will be charged as per the Hiring Agreement. Late fees are calculated as one day's hire plus 100% and charged each day the Trailer is late. If the late return of a Trailer conflicts with another Hire and that Hire is lost, the Hirer will be financially responsible for the costs involved for the loss of business.
- 9.16. The Hirer agrees that they are liable to pay in full to the Owner the standard Trailer recovery fee of \$20.00 per Kilometre round trip should the Hirer fail to return the Trailer to the place of Hire.
- 9.17. The Hirer agrees that a fee will apply if the Hirer is caught exceeding the distance limit stated on the Hiring Agreement.
- 9.18. The Hirer agrees that any Deposits or Payments may be withheld for several working days for processing before payment is returned to the Hirer

9.19. The Hirer agrees that a Security Deposit may be required to cover any costs incurred upon Hire of a Trailer.

9.20. The Hirer agrees that a Security Deposit may be withheld to cover any costs incurred upon return of the Trailer. If extra costs are involved, The Hirer will be charged via invoice for immediate payment.

9.21. The Hirer agrees that they will be charged a cleaning fee of \$50.00 if the trailer is returned upon completion of the Hire agreement in a dirty condition.

## **10. NO SALE AND ACKNOWLEDGEMENT OF OWNERSHIP**

10.1. The Hirer agrees that this is a Hiring Agreement only and does not constitute or give rise to any sale of the Trailer or Equipment to the Hirer.

10.2. The Hirer agrees and acknowledges that the owner, Hitched Hire Trailers Bendigo is the sole exclusive Owner of the Trailer(s) and all Equipment supplied in the Hiring Agreement.

10.3. The Hirer agrees that nothing in these Terms and Conditions confers any option on the Hirer to purchase the Trailer, Equipment or any part thereof.

## **11. PRIVACY & PRIVACY POLICY**

11.1. The Hirer agrees that the Owner will collect certain information from you including your name, contact details, date of birth, address and driver's licence number as well as other information.

11.2. The Hirer acknowledges that the Owner will take reasonable steps to protect your personal information from misuse.

11.3. The Hirer acknowledges that the Trailer has a tracking device fitted for monitoring purposes. This data is not tracked unless the Trailer is not returned on time.

11.4. The Hirer acknowledges that the Owner may keep their personal information or details on file including licence details, credit card details and/or bank details for an extended period of time before destroying.

11.5. The Hirer agrees that the Owner may use their credit card details for the retrieval of payment of unpaid fees or charges.

11.6. The Hirer agrees that the Owner may use their credit card details for the retrieval of payment of damages or repairs to the Trailer or its Equipment.

11.7 When you hire a Trailer from Hitched Hire Trailers Bendigo, information is collected from the Hirer, including full name, contact details, date of birth, address and driver's licence number. We collect this information to provide the services requested and to ensure all necessary administration aspects are adhered to. We may also use your information to assist us with marketing research and development to improve our services, or to inform you of upcoming promotions. We may contact you by email, telephone, text, or any other form of communication until you opt out. Your Privacy is important to us and we ensure we will do everything in our power to keep your information private. All information we collect on you will remain within Hitched Hire Trailers Bendigo's database and will not be disclosed to any third parties excluding: credit card providers, credit reporting and fraud checking agencies, debt collection agencies, if you default in payment of amounts owed to us, councils, government and private organisations responsible for the processing of traffic related infringements, in relation to an accident or claim, insurers, the police and other persons involved in the accident or claim, driver licensing authorities and government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

## **12. LIABILITY**

12.1 The liability of the Owner is limited as follows:

- a) The Owner is not liable for the cost relating to the Trailer in the event that the Trailer is lost, stolen or in any way stolen



- b) The Owner is not liable for any damage caused to the Towing Vehicle as a result of the connecting or disconnecting of a Trailer.
- c) The Owner is not liable for any fines that may occur for the malfunction of lights or the over loading of Trailers.
- d) The Owner is not liable for any injuries that may occur whilst Hiring a Trailer from the Owner.

12.2. The Hirer agrees to insure his/her own property and towing vehicle against loss or damage for any reason whatsoever prior to loading or towing the hires trailer and agrees that no claim for loss or damage can be made against the owner.

12.3. 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.

12.4. 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 his/her 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 the towing vehicle in the event 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.

### **13. HIRE**

13.1 OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS FOR TRAILER HIRE: As a holder of a current drivers 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 states road safety/traffic rules. The Owner or the Owners representative's support to your safety is to ensure that you have the basic understanding of your trailer hire. Your trailer hire owner and/or representative/s 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 any doubts about its roadworthiness and report this immediately to the hire agent. As part of the hiring agreement form and in addition to the terms and conditions of use, it is your responsibility to report any identified or potential faults with the trailer immediately to the owner and/or its representatives.

13.2. The Hirer acknowledges and agrees that the trailer is clean, in good repair and roadworthy at the start of hire period and undertakes to return it in a similar condition. The Hirer agrees to pay for the vehicle to be cleaned and restored to its condition as at the commencement of hire if in the opinion of the owner and/or it's representatives the trailer has been returned in a dirty condition or has caused excessive wear, damage or damage through neglect or carelessness or abuse of the trailer. Pre-existing damage or wear and tear is to be noted as being present on the Hiring agreement form prior to start or hire period.

13.3. In signing the Hiring Agreement with the Owner, the Hirer agrees that the Hirer can make no claim for loss or damage against the Owner.

13.4. The Hirer agrees and acknowledges that it is their responsibility to ensure the security of the trailer and items covered in these Terms and Conditions.

13.5. The Hirer shall indemnify and keep indemnified and save harmless the owner and the owner's representative/s 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.

**If you have any questions, please don't hesitate to contact us at any time on the phone number listed on front page of this agreement and on the Hiring Form.**