

Trailer Hire Agreement

HIRER DETAILS

Name: _____

Address: _____

Suburb: _____ Postcode: _____

Email: _____

Mobile: _____ Phone: _____ Fax: _____

Towing Vehicle Registration No: _____ Name of Comprehensive Insurer: _____

Address of Place of Use of Goods: _____

Authorised Driver Name: _____

Authorised Drivers Licence No: _____ Expiry: _____ D.O.B: _____

Other Authorised Driver Name: _____

Authorised Drivers Licence No: _____ Expiry: _____ D.O.B: _____

Hire Start Date: _____ Start Time: _____

Return Date: _____ Return Time: _____

INCLUDED ITEMS

Out In

One Bow Shackle	<input type="checkbox"/>	<input type="checkbox"/>
One Spare Rim & Tyre	<input type="checkbox"/>	<input type="checkbox"/>
One metal Pizza Paddle	<input type="checkbox"/>	<input type="checkbox"/>
10 x 9 inch Pizza Trays	<input type="checkbox"/>	<input type="checkbox"/>
Two Drop-Down Benches	<input type="checkbox"/>	<input type="checkbox"/>
One Internal S/S Shelf	<input type="checkbox"/>	<input type="checkbox"/>
One Flue with Rain Cap	<input type="checkbox"/>	<input type="checkbox"/>
Firewood	<input type="checkbox"/>	
Fire Starters + Matches	<input type="checkbox"/>	

TRAILER DETAILS

Registration – Z12579 – TRAILER 1

Registration – W90305 – TRAILER 2

Registration – V26851 – TRAILER 3

Colour – Gun Metal Grey

HIRE CHARGES

Hire Booking Deposit

A 50% Hire Booking Deposit is required on booking for the Wheelie Great Pizzas Trailer. The Hire Booking Deposit is considered to constitute part of the Hire Charge.

Hire Charge

Trailer 2 and 3- A \$300.00 + GST Hire Charge is payable per 24 hour Hire Period ("the Standard Hire Charge Rate"). Pricing for Trailer 3 on application.

A \$400.00 + GST Hire Charge is payable for a Hire Period that has a Start Date on a Friday and a Return Date on the following Monday (i.e. 72 hours encompassing a weekend).

A \$500.00 Including GST Hire Charge is payable for a Hire Period that has a Start Date on a Friday and a Return Date on the following Tuesday (i.e. 96 hours encompassing a Monday public holiday in New South Wales).

Hire Security Deposit

A \$500.00 Hire Security Deposit is payable two weeks prior to the Start Date prior to the Hirer taking delivery of the Goods, and is refundable in terms of this Hire Agreement.

Delivery

Delivery available from \$65 depending on area (please enquire for delivery charges to your location), or you can collect the trailer from 15 Patstone Street Bateau Bay NSW for no extra charge.

HIRE AGREEMENT TERMS & CONDITIONS

1. INTERPRETATION

1.1 In this Agreement:

1.1.1 "Owner" means Wheelie Great Pizzas at 6 Oscar Drive, Chittaway Point, in the State of New South Wales, postcode 2261.

1.1.2 "Goods" means the Wheelie Great Pizzas Trailer described on the front of this form and any replacement for the Wheelie Great Pizzas Trailer and includes all Included Items and other associated equipment.

1.1.3 "Hirer" means any person who signs the Agreement personally, or by an agent, and where more than one of them jointly and severally.

1.1.4 "Hire Charge" means the sum of money described above as the "Hire Charge".

1.1.5 "Hire Booking Deposit" means the sum of money described above as the "Hire Booking Deposit".

1.1.6 "Hire Security Deposit" means the sum of money described above as the "Hire Security Deposit".

1.1.7 "Hire Period" means the period beginning on the date and at the time set out on the front of this form as the "Start Date" and ending on the date and at the time set out on the front of this form as the "Return Date".

2. HIRE SECURITY DEPOSIT

2.1 The Full amount of the Hire Security Deposit must be paid at the time of accepting delivery of the Goods.

- 2.2 The delivery of the Goods will not proceed if the Hire Security Deposit is not paid.
- 2.3 Any refund of all or a portion of the Hire Security Deposit will only take place 7 days after the return of the Goods to the Owner and an inspection of the Goods. Any additional Hire Charges, cleaning charges, the cost or value of any damage to or loss of the Goods will be deducted from the Hire Security Deposit before any such refund.

3. HIRE BOOKING FEE

- 3.1 The full amount of the Hire Booking Deposit must be paid at the time of initial booking. The booking will only be confirmed when:
- 3.1.1 This Agreement is signed by the Hirer; and
- 3.1.2 The Hire Booking Deposit is received.
- 3.2 Cancellations will incur the following costs:
- 3.2.1 Anytime up to 14 days prior to hire commencement date – 90% Deposit Refund.
- 3.2.2 Less than 14 days prior to hire commencement date – Deposit forfeited.

4. RENTAL OF GOODS

- 4.1 The Owner agrees to hire the Goods to the Hirer for the Hire Period and Hirer agrees to take the Goods on hire for that period on the terms and conditions set out in this Agreement. The Hirer is entitled to use the Goods for the Hire Period and for any agreed extension of the Hire Period. The Hirer agrees to return the Goods to the Owner at, 15 Patstone Street, Bateau Bay, NSW 2261, on or before the end of the Hire Period between 10 am and 5 pm on any day the Owner is open for business at that address. Return time to be arranged with The Owner prior to pickup.
- 4.2 The Owner will not refund any Hire Charge monies if the Hirer elects to return the Goods prior to the end of the Hire Period, regardless of reason (included but not limited to weather).
- 4.3 If the Hirer does not return the Goods to the Owner in accordance with this Agreement, the Hirer will, until the Goods are so returned pay the Owner on demand an additional Hire Charge at the Standard Hire Charge Rate.
- 4.4 If the Goods are stolen or damaged beyond repair, the Goods, for the purposes of the previous subclause, will be deemed to have been returned when the Owner's insurer admits liability under the Owner's insurance policy for the full amount of the Owner's claim for such loss or damage.

5. HIRERS' WARRANTIES

- 5.1 The Hirer Warrants that:
- 5.1.1 The particulars on the front of this form are correct in every respect and are not misleading in any way including, without limitation, by omission;
- 5.1.2 The Hirer and any other Authorised Driver referred to on page 1, holds a current drivers licence. The licence(s) must be sighted by the Owner at the beginning of the Hire Period. The Hirer must ensure at all times that the motor vehicle towing the Goods is driven only by persons holding a current motor vehicle drivers licence in Australia of the appropriate class and whose name is listed on the front of this form;
- 5.1.3 The Hirer will ensure the Goods are not misused or abused throughout the Hire Period;
- 5.1.4 The Goods will not be used for any illegal purpose or in any race or speed test or for the conveyance of any excessive loads or inflammable, corrosive or explosive material or in any way which that breaches a condition of registration or insurance of the Goods;
- 5.1.5 That the motor vehicle that tows the Goods is roadworthy and suitable for towing the Goods;

5.1.6 The Hirer must not, without the prior written consent of the Owner, modify, or permit any modifications of the Goods in any way so that the Goods no longer comply with the manufacturer's specifications or so that any warranty given by the manufacturer might be/ or would be invalidated;

5.1.7 The Hirer fully understands that Goods are protected by an Australian Patent (number 2009901540) and an Australian Registered Design (number 525733) and accordingly will not modify, copy, pass off, or undertake any other such activity that may constitute an infringement of either the Patent or Registered Design; and

5.1.8 The Hirer agrees that the Goods comply with their description, are in merchantable condition and are fit for the Hirer's purpose.

6. HIRER'S OBLIGATION

6.1 The Hirer will:

6.1.1 Immediately upon accepting delivery of the Goods inspect the Goods. If, as a result of that inspection the Hirer is not satisfied as to the condition, quality, safety and roadworthiness of the Goods, or if there is any discrepancy between the description of the Goods and the Goods as delivered, the Hirer must immediately advise the Owner in writing of the details of the defect or discrepancy. If the defect or discrepancy is established to the Owner's satisfaction, the Owner will remedy the defect or discrepancy as soon as possible;

6.1.2 Maintain the Goods in good and substantial repair and condition (fair wear and tear excepted) and return the Goods in good order, repair and in clean condition and only use the Goods as they would be used by a careful and prudent owner for the purpose for which they are intended. Oven to be cleaned prior to return;

6.1.3 Not use the Goods for any illegal purpose;

6.1.4 Use the Goods in accordance with all Laws and Government Regulations pertaining to the use of the Goods and in a proper manner;

6.1.5 Report any damage to or loss of the Goods to the Owner promptly when such damage or loss occurs;

6.1.6 Be liable for any breach of this Agreement committed to by the Hirer's servants or agents; and

6.1.7 Indemnify the Owner of any loss, damage or claim (including legal costs incurred by the Owner) in relation to any breach of the Agreement by the Hirer and for any liability arising out of any such breach.

6.1.8 Ensure that Goods comprising the trailer are properly and legally hitched to the tow vehicle and that all turning and brake lights are operating properly and according to law.

6.1.9 Ensure that the Goods are used in accordance with the Food Act 2001.

7. INDEMNITY

7.1 The Hirer agrees to use, operate and possess the Goods at the Hirer's risk.

7.2 The Hirer agrees that the Owner will have no responsibility or liability for any losses or damage to the property of the Hirer.

7.3 To the full extent permitted by the law, the Hirer releases, discharges and indemnifies the Owner from all claims and demands on the Owner arising out of or consequent upon the use or misuse of the Goods during the Hire Period.

7.4 The Owner will suffer no claim from the Hirer for reimbursement of accommodation costs, loss of deposits or any extra or sundry costs involved due to the failure of the Goods, through either accidental damage, mechanical breakdown, or such event during the Hire Period.

8. LOSS, DAMAGE OR BREAKDOWN OF THE GOODS

8.1 The Hirer will be responsible for any loss or damage to the Goods irrespective of how the loss or damage occurred (fair wear and tear excepted).

- 8.2 If there is a breakdown or failure of the Goods then the Hirer shall return the Goods to the Owner at 15 Patstone Street, Bateau Bay, NSW 2261 during hours the Owner is open for business at a pre-arranged time, at the Hirer's expense and the Hirer shall not attempt to repair the Goods.
- 8.3 If such breakdown or failure is caused by the Hirer's negligence or misuse of the Goods and the Goods are thereby rendered incapable of being hired out by the Owner, then until the Goods have been repaired or replaced at the Hirer's expense the Hirer will from the Return Date be liable to pay the Owner an additional Hire Charge at the Standard Hire Charge Rate.

9. INSURANCE

- 9.1 A basic insurance excess of \$500.00 is applicable to all hires where damage resulting from an accident during the period of hire.
- 9.1.1 If the authorised driver is aged between 21 and 25 years of age and *additional* \$500.00 excess is applicable over and above the basic insurance excess;
- 9.1.2 If the authorised driver is aged less than 21 years of age and *additional* \$1000.00 excess is applicable over and above the basic insurance excess.
- 9.2 Where damage, complete destruction or lose of the Goods resulting from theft during the period of hire occurs, and *additional* \$500.00 excess is applicable over and above both the basic insurance excess and additional age excess.
- 9.3 Where damage to the Goods is equal to or less than the insurance excess, the Hirer is responsible for the cost of repairs, however should a third party be responsible for the damages caused to the Goods, whether by collision, accidental or malicious means and a claim proven against them leading to a compensation payment to the Owner, then such monies will be refunded to the Hirer up to the insurance excess amount, less any legal costs incurred in the claim.
- 9.4 The Hire Security Deposit monies already paid by the Hirer will be applied to the above clauses in the event of an accident or theft.
- 9.5 Should any collection costs be incurred in payment of such monies to the Owner, then the Hirer will become responsible for payment of such costs over and above what is owed to the Owner, from the preceding clauses.
- 9.6 In the event of theft of the Goods, the Owner is under no obligation to provide a replacement of Goods for the remainder of the Hire Period.
- 9.7 In the event of accidental damage to the Goods and the Hirer leaves the Goods '*in situ*' and does not return the Goods to the place of hire or repair, where the Hirer could have reasonably done so, then the expense of the return of Goods will be totally at the expense of the Hirer. If the Hirer can show proof that the Goods are covered by the Hirer's current motor vehicle insurance policy for the Hire Period then the above can be waived.
- 9.8 The Hirer will be required to pay the full cost suffered if the insurance is invalidated for any reason, including but not limited to, breach of this Agreement, Hirer's Drivers Licence invalid, road traffic offence, Goods used outside manufacturer's specification, or Goods taken off-road.
- 9.9 Where the Hirer is a commercial business and/ or intends to use the Goods for commercial purposes, the Hirer will be required to hold Public Liability Cover to the total value of \$10,000,000.00 and a copy of the current Certificate of Currency must be attached to this Agreement.

10. REPOSSESSION

- 10.1 The Owner may retake possession of the Goods if the Hirer breaches any provision of this Agreement and together with its employees agents and tow vehicle, enter any premises at which the Goods are located for the purposes of taking possession.
- 10.2 If repossession takes place, the Owner shall only charge the Hire Charge up to and including the time of repossession save and except if the Goods have not been returned by the Return Date when an additional Hire Charge will be payable as provided in this Agreement.

11. COMPLETION OF THE HIRE PERIOD

- 11.1 Return of all Included Items as listed on the front of this form must be made; otherwise the Hirer is responsible for the replacement cost of same.
- 11.2 The Hire Agreement will continue until the Goods have been returned to 6 Oscar Drive, Chittaway Point, NSW 2261 in the same condition as when they were hired (wear and tear excepted) and all the conditions of this Agreement have been fulfilled by the Hirer.
- 11.3 The Goods must be returned on or by the Return Date.
- 11.4 If the Goods require cleaning after return to the Owner a soiling fee of \$100.00 shall be payable.

12. TYRE DAMAGE

- 12.1 Cost of tyre punctures throughout the Hire Period become the responsibility of the Hirer and will be charged at the normal repair rate should the Goods be returned with a punctured tyre.
- 12.2 The cost of replacement tyres, should they be required due to shredding or blowout throughout the Hire Period is the responsibility of the Hirer. If the Hirer is required to purchase new rather than second hand tyres, upon return of the Goods, the Owner will negotiate with the Hirer a fair and reasonable amount of compensation to allow for wear and tear of the pre-existing tyres. To facilitate this, receipts and old tyre casings are to be returned with the Goods, to the Owner with the return of the Goods.

14. GOVERNING LAW

- 14.1 This Agreement and the hire of the Goods are governed by the Laws of New South Wales and any proceedings arising from this Agreement shall be brought only in New South Wales.

Please note: Prices do not include GST.

I have read, understood and accept the terms and conditions noted above of this hire agreement

Date: _____

Name of hirer: _____

Signature of hirer: _____