



DOCKET NUMBER

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TRAILER HIRE CONTRACT/RECEIPT

COMPANY DETAILS

COMPANY NAME _____ PHONE NO. _____

COMPANY ADDRESS _____

POSTCODE _____

PICK UP ☐ DELIVERY TO SITE ☐

SITE ADDRESS _____

POSTCODE _____

DELIVERY/
PICK UP DATE _____ TIME _____

RETURN DATE _____ TIME _____ DAYS HIRED _____

PICK UP DETAILS (TO BE COMPLETED ON PICK UP)

DRIVER'S NAME _____ LICENSE NO. _____ DOB _____

DRIVER'S ADDRESS _____

POSTCODE _____

TRAILER REGO _____ LICENSE SIGHTED ☐

EXTRA ACCESSORIES

- | | | |
|---|--|------------------------------------|
| <input type="checkbox"/> GENERATOR | <input type="checkbox"/> POWER LEAD | <input type="checkbox"/> JERRY CAN |
| <input type="checkbox"/> D-SHACKLES x 2 | <input type="checkbox"/> TRAILER PLUG | |
| <input type="checkbox"/> WHEEL LOCK | <input type="checkbox"/> COUPLING LOCK | |

THANK YOU FOR YOUR BUSINESS

EFT Payment
BSB 704 191 ACCOUNT 280105

TOTAL \$

Please read the Terms and Conditions.

- ☐ I acknowledge having read and understand that the Hire Equipment/Trailer specified above is received in good order and is hired strictly to the conditions stated on the Terms and Conditions

CUSTOMER SIGNATURE PRINT NAME DATE

DRIVER'S SIGNATURE PRINT NAME DATE

TERMS OF DRY HIRE

1. Payment and Delivery

- 1.1. This agreement is for the dry hire (i.e. the provision of equipment for hire without provision of an operator) of the trailer sieve identified in item 11 of the Schedule to this agreement (the "Trailer", which includes one litre of fuel per day of hire and other any equipment supplied with the Trailer such as a generator). At all times, the Owner will retain exclusive ownership of the Trailer.
- 1.2. Unless otherwise agreed between the parties, delivery will occur when the Hirer collects the Trailer from the address specified in item 3 of the Schedule at the date and time specified in item 4 of the Schedule.
- 1.3. The hire fee specified in item 5 of the Schedule is payable in full and in advance. The Trailer will not be delivered to the Hirer unless and until the hire fee is received by the Owner.
- 1.4. Prior to delivery, the Owner must provide the Hirer with a condition report for the Trailer. The condition report must identify any pre-existing damage to the Trailer observed by the Owner. The Hirer must inspect the Trailer and record any additional damage not listed in the condition report. The Hirer may take photographs for their own records. The Hirer acknowledges that any damage not recorded in the condition report by the Owner or the Hirer prior to delivery will be conclusively taken to have occurred under the control of the Hirer.
- 1.5. Prior to delivery, the Hirer must provide the Owner with photo ID in the form of a driver's licence. The Owner may photocopy or record the details of the licence for its own records.

2. Using the Trailer

- 2.1. Hire of the Trailer is for the term specified in item 6 of the Schedule. The hire term may be extended as agreed by the parties.
- 2.2. The Hirer acknowledges that the Trailer must only be operated by the Hirer or other persons nominated in Item 7 of the Schedule (the "Nominated Operators"). The Hirer acknowledges that the Trailer operates through an electric generator and accepts the inherent and significant risks associated with working with electricity and electrical machinery. The Hirer accepts sole liability for any loss, damage or injury and indemnifies and holds harmless the Owner from and against any liability. The Hirer warrants that the Hirer and the Nominated Operators are over the age of 18 and have the capacity to operate the Trailer skilfully and competently and that no person operating or in the vicinity of the Trailer shall be intoxicated.
- 2.3. The Hirer acknowledges the Trailer must only be used for its intended purpose and in accordance with all applicable laws and regulations. Any breach of this clause entitles the Owner to cancel the agreement without refund.
- 2.4. The Hirer acknowledges that the Trailer must only be operated by the Hirer and Nominated Operators while using appropriate protective equipment. Appropriate protective equipment includes but is not limited to gloves and protective eyewear. The Hirer acknowledges sole liability for all personal injury and other damage resulting from a failure to use appropriate protective equipment.
- 2.5. If the Trailer is to be left unattended by the Hirer or the Nominated Operators for any period of time, the generator must be removed from the Trailer and stored securely, and the Trailer must be secured with the locks provided. If the generator or Trailer is damaged or stolen the Hirer will be liable to the Owner for the full cost of replacing the generator with a new generator.

3. Return

- 3.1. Unless otherwise agreed between the parties, the Hirer will return the Trailer to the address specified in item 8 of the Schedule at the date and time specified in item 9 of the Schedule.
- 3.2. Subject to any contrary agreement between the parties, the Hirer will incur a late return fee accruing at the rate of 110% of the daily fee for each day or part thereof, unless otherwise specified in item 10 of the schedule, if the Hirer fails to return the Trailer at the time specified in item 9 of the schedule as a genuine pre-estimate of loss and expense arising from late return (including lost income, the cost of sourcing a replacement trailer, and administrative costs).
- 3.3. Upon return, the Owner or their representative must compare the condition of the Trailer upon return to the condition report and will record and take photographs of any damage not previously identified.
- 3.4. If the Trailer is not returned by the Hirer, the Owner may enter any premises where the Trailer may be located for the purposes of repossessing the Trailer. The Hirer agrees to indemnify the Owner in

respect of any claims, damages, expenses or costs arising out of action taken under this clause. Nothing within this clause limits the rights of the Owner to recover damages against the Hirer for any breach of this agreement.

4. Liability for loss or damage

- 4.1. Nothing in this agreement limits the rights conferred upon the Hirer by consumer protection legislation including the Australian Consumer Law.
- 4.2. The Hirer accepts and assumes all risks and liabilities in relation to the use of the Trailer.
- 4.3. The Owner accepts no liability for late or non-provision of the Trailer to the Hirer.
- 4.4. To the maximum extent permitted by law, the Owner accepts no liability to the Hirer for any loss, damage, cost, expenses, damages (including those arising from loss of use or enjoyment or income but excluding loss or damage caused by the negligence or wilful default of the Owner) or any other liabilities resulting from:
 - 4.4.1. Any accident, breakdown or failure of the Trailer; or
 - 4.4.2. Loss of or damage to the Hirer or any other person's property.
- 4.5. Unless the Trailer has been hired for personal, domestic or household use, any liability of the Owner, including liability for negligence, is limited to the extent permitted by law to:
 - 4.5.1. In the case of the hire of the Trailer, at the election of the Owner:
 - a) Replacement of the Trailer or part of the Trailer or the supply of an equivalent Trailer;
 - b) Repair of the Trailer;
 - c) Payment of the cost of hiring an equivalent Trailer; or
 - d) Refund.
 - 4.5.2. In the case of services supplied by the Owner or their representative, at the election of the Owner:
 - a) Supplying the services again; or
 - b) Payment of the costs of having the services supplied again.
- 4.6. Without limiting any other clause of this agreement, and to the maximum extent permitted by law, the Owner will not be liable to the Hirer for any indirect, special or consequential damage arising in any way out of any matter covered by this agreement.
- 4.7. The Hirer agrees to indemnify the Owner to the maximum extent permitted by law from any and all claims, demands, actions, liabilities, losses, costs and expenses (including but not limited to legal costs on an indemnity basis) incurred by the Owner arising from or as a result of:
 - a) Non-delivery;
 - b) Late delivery;
 - c) Damage to the Trailer; and
 - d) Damage or injury caused by the Trailer to any property or persons.

5. Termination

- 5.1. The Owner may terminate this agreement at any time prior to delivery by notifying the Hirer.

6. Privacy

- 6.1. Any personal information of the Hirer or its representatives collected by the Owner is for the purpose of supplying the Trailer for hire. This information will not be disclosed to any other persons for any other purpose except as permitted by law or in connection with a traffic infringement incurred during the hire of the Trailer.

7. Complete Agreement

- 7.1. The parties acknowledge that this agreement represents the whole agreement and that no oral statements made by the Owner or their representatives prior to this agreement form part of this agreement.
- 7.2. The Owner makes no warranties about the fitness for purpose, quality or maintenance of the Trailer.

8. Jurisdiction

- 8.1. This agreement is governed by the laws of the State of Victoria. The parties consent to the jurisdiction of the Courts of Victoria.