



# TERMS AND CONDITIONS OF TRAILER HIRE

## 1. Defined terms

In this document the following words and phrases mean:

*"Equipment"* - further goods or accessories hired by the hirer.

*"Fees and charges"* - extra costs that may arise, outlined in these terms and conditions.

*"Hire"* or *"Hiring"* - to engage in the services of Smooth Moves Trailer Fabrication for a fee, for the temporary use of its trailers or equipment.

*"Hire charge"* - the fee charged for the hire of trailers or equipment.

*"Hire period"* - the period in which a trailer/equipment is hired from the owner as per the time and date stated on the hiring agreement.

*"Hirer"* - the person, business or organisation hiring the trailer or equipment who has entered into this hiring agreement.

*"Hiring agreement"* - the binding contractual agreement between the owner and hirer.

*"Load/s"* - any items, goods, equipment, personal property, and/or stock carried in the trailer.

*"Owner"* - Smooth Moves Trailer Fabrication (ABN 80 602 201 639).

*"Personal property"* - any property that is owned by the hirer including the hirer's towing vehicle.

*"Towing vehicle"* - the hirer's vehicle being used to tow the trailer or equipment while under hire.

*"Trailer"* - all trailers, parts, attachments, accessories that may have been supplied as part of the hire. 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.

## 2. Binding contract

- 2.1 Smooth Moves agrees to hire trailers and equipment to the hirer based on the terms and conditions set out in this document.
- 2.2 This document defines the sole terms and conditions upon which a hirer may hire a trailer or equipment from the owner and over rules any other terms spoken or otherwise.
- 2.3 If a hirer wishes to hire a trailer or equipment from the owner, the hirer must complete and sign a hiring agreement which is conditional of the hirer accepting the owner's terms and conditions of hire.
- 2.4 The owner reserves the right to be able to change or alter the terms and conditions at any time without notice. It is the responsibility of the hirer to carefully read the terms and conditions prior to signing the hiring agreement. The terms and conditions that are current at the start date and time on the hiring agreement will be used until the trailer and equipment is returned to the site.
- 2.5 By signing the hiring agreement, the hirer acknowledges and agrees with the terms and conditions of the binding contract.
- 2.6 The hiring agreement is binding between the owner and the hirer, as such the trailer and equipment 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 the trailer or equipment while under hire, all persons wishing to use the trailer or equipment must complete and sign a hiring agreement which is conditional of all hirer's accepting the owners terms and conditions of hire.
- 2.8 During the period of the hiring agreement the hirer must not part with possession of the trailer or equipment.
- 2.9 These terms and conditions may apply past the completion date and time stated on the hiring agreement where this is agreed by the owner.
- 2.10 A copy of these terms and conditions will be made available to the hirer prior to signing the hiring agreement.

### **3. Acknowledgement of ownership**

- 3.1 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.
- 3.2 The hirer agrees and acknowledges that Smooth Moves Trailer Fabrication is the sole exclusive owner of the trailer and all equipment supplied in the hiring agreement.

### **4. Privacy Policy**

All hirer personal information collected will remain within Smooth Moves 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.

- 4.1 The hirer agrees that the owner:
  - 4.1.1 will collect certain information including, the hirer's name, contact details, date of birth, address and driver's licence number as well as other information as required.
  - 4.1.2 may use their credit card details for the retrieval of payment of unpaid fees or charges, or for damages or repairs to the trailer or equipment.
- 4.2 The hirer acknowledges that
  - 4.2.1 the owner will take reasonable steps to protect your personal information from misuse.
  - 4.2.2 the trailer and equipment may have a tracking device fitted for monitoring purposes.

### **5. Declaration of hirers personal information**

- 5.1 The hirer agrees that
  - 5.1.1 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.
  - 5.1.2 the address on their driver's licence is their current residential address.



## **6. Hirer requirements**

- 6.1 The hirer agrees that
  - 6.1.1 they must hold a current full driver's licence or provisional drivers licence to hire a Smooth Moves trailer or equipment.
  - 6.1.2 the towing vehicle being used by the hirer is registered and roadworthy.
  - 6.1.3 they will not use Smooth Moves trailers or equipment while under the influence of any drugs or with a blood alcohol level that exceeds the percentage permitted by law.
  - 6.1.4 they are at least 18 years of age.

## **7. Contact with the hirer**

- 7.1 The hirer agrees
  - 7.1.1 to remain contactable via mobile phone at all times when hiring Smooth Moves trailers and equipment.
  - 7.1.2 that if the owner is unable to contact the hirer after several attempts over a 48 hour period, the trailer and equipment will be reported stolen to the police.

## **8. Trading hours**

- 8.1 The hirer agrees that
  - 8.1.1 trailers and equipment cannot be hired or returned outside of these trading hours unless agreed to by the owner.
  - 8.1.2 trailers and equipment will be stored securely at all times and not left outside of the owner's site outside of trading hours.
  - 8.1.3 abandonment fees will apply if trailers and equipment are left outside of the owner's site outside of trading hours.

## **9. Terms of payment**

- 9.1 The hirer authorises the owner to charge their debit/credit card for any fees and charges without prior notice.
- 9.2 The hirer agrees
  - 9.2.1 that their debit/credit card details will be stored on file for the payment of any fees and charges that may arise.
  - 9.2.2 to pay all hire charges stated on the hiring agreement, prior to commencement of the hire of the trailer or equipment.
  - 9.2.3 that additional fees and charges may apply as per these terms and conditions.
  - 9.2.4 to pay all fees and charges that apply as per these terms and conditions of hire.
  - 9.2.5 that if their debit/credit card declines they will receive an invoice via email to be paid within 24 hours of issue.



- 9.2.6 that they are financially responsible for any speeding fines, tolls, traffic offences or other fines and charges incurred during the hire.

## 10. Fees and charges

Abandonment fees will be charged at \$200.00 per vehicle and equipment.

Administration fees will be charged at \$25.00 per task.

Cleaning fees will be charged at \$45.00 per hour.

Follow up fees will be charged at \$10.00 per phone call, email or letter.

Late payment fees will be charged at \$20.00 per day.

Late return fees will be charged at a minimum of a 4 hour hire.

Towing fees will be charged at the current retail towing rate.

### 10.1 The hirer agrees that

- 10.1.1 all hire extension fees must be paid up front, prior to extending a hire.
- 10.1.2 follow up fees will apply if the owner is required to contact the hirer due to trailers and equipment not being returned by the completion date and time stated on the hiring agreement.
- 10.1.3 late return fees will apply if trailers or equipment are not returned by the completion date and time stated on the hiring agreement.
- 10.1.4 late payment fees will apply if any invoice is not paid by the due date.
- 10.1.5 an administration fee will apply for the processing of any fees and charges or additional administration.
- 10.1.6 towing fees will apply if trailers and equipment are required to be towed to the owner's site or to a repairer.
- 10.1.7 an abandonment fee will apply if they abandon the trailer and equipment for any reason whatsoever regardless of distance from the owner's site.
- 10.1.8 cleaning fees will apply if the trailer or equipment is returned dirty or full of rubbish.
- 10.1.9 damage fees will apply if the trailer is returned damaged or not in its pre-hire condition.

## 11. Refunds

### 11.1 The hirer agrees that there will be no refund:

- 11.1.1 for the early return of trailers or equipment.
- 11.1.2 if they cancel a booking.
- 11.1.3 should the hirer's towing vehicle be unable to tow the trailer.
- 11.1.4 should the trailer be damaged, stolen or unusable in any way while under hire.

## 12. Long distance hires

- 12.1 The hirer agrees that the trailer and equipment shall remain within 100kms of the Adelaide CBD unless prior consent is given by the owner in writing on the hiring agreement.



### **13. Lost, stolen or damaged trailers or equipment**

- 13.1 The hirer acknowledges that trailers and equipment are not insured whatsoever against damage or theft while on hire.
- 13.2 The hirer agrees that
  - 13.2.1 it is their responsibility to organise insurance for trailers and equipment while on hire.
  - 13.2.2 they will be financially responsible in full retail replacement costs of any trailer and equipment that is lost, stolen or damaged while on hire.
  - 13.2.3 they will be financially responsible for any loss of income incurred by the owner in the event that a trailer or equipment is lost, stolen or damaged while on hire.
  - 13.2.4 they will not continue using the trailer or equipment should they be damaged or require repairs.
  - 13.2.5 in the event of an accident or breakdown it is their responsibility to return the trailer and equipment to the owner's site at their own expense.
  - 13.2.6 in the event that the trailer or equipment are required to be towed to a repairer it will be done so at the hirer's expense.
  - 13.2.7 if trailers and equipment is damaged beyond the owner's repair, the trailer will be considered a right off.
  - 13.2.8 they must notify the owner within 24 hours of any incident involving the trailer.
  - 13.2.9 they are responsible and financially liable for all punctures and tyre damage to trailers while on hire.
  - 13.2.10 they will be financially liable for any costs related to respraying the trailer in the event that the paint is scratched, damaged, removed or excessively worn in any way not considered normal wear and tear.
  - 13.2.11 they can make no claim for any loss or damages against the owner.
  - 13.2.12 they shall indemnify and keep indemnified the owner from all damages, suits, actions, claims and demands of every description whatsoever, and how so ever, arising either directly or indirectly from the use, maintenance, transport, operation of the trailer and equipment.

### **14. Trailer and equipment storage and security**

- 14.1 The hirer agrees that
  - 14.1.1 they will keep trailers and equipment secure with padlocks, chains or coupling locks at all times while under hire.
  - 14.1.2 trailers and equipment will remain secure overnight in a secure location (behind locked gates).
  - 14.1.3 upon completion of hire, all trailers and equipment will be handed over to the owner and not left unattended or unsecured.
  - 14.1.4 they will not abandon the trailer or equipment under any circumstances.



## 15. Return times and late returns

15.1 The hirer agrees that

- 15.1.1 the trailer and equipment will be returned to the owner's site by the date and time stated on the hiring agreement.
- 15.1.2 if the trailer and equipment is not returned to the owner's site by the completion time and date on the hiring agreement, late fees will apply.
- 15.1.3 they must notify the owner of any possibility of a late return of the trailer and equipment as soon as possible.

## 16. Extending the period of hire

16.1 The hirer agrees that

- 16.1.1 if they wish to extend the period of hire, they must first pay the hire extension fee.
- 16.1.2 the owner may deny the extension of a hire if the trailer and equipment is required for another hirer or for maintenance.
- 16.1.3 upon extending a hire, these terms and conditions will apply for this hire extension period.

## 17. Safety

A copy of the current South Australian Light vehicle towing trailer regulations is available online from <https://www.sa.gov.au/MR25-Light-vehicle-towing-trailer-regulations-GVM-4.5-tonnes-or-less>

17.1 The hirer agrees that

- 17.1.1 they have the necessary knowledge and skills required to tow and operate the trailers without incident or accident.
- 17.1.2 they will use the trailer/equipment in a skilful, proper manner and will overload it based on the trailer's compliance plate rating or the towing vehicle tow bar.
- 17.1.3 they will take regular rest breaks when towing trailers over long distances or for extended periods of time.
- 17.1.4 they will check the trailer is attached correctly before leaving the owners site and at all times during hire.
- 17.1.5 the trailers and equipment will only be used to suit the manufacturers specifications.
- 17.1.6 the jockey wheel is designed for raising and lowering the trailer only. Not to be used to manoeuvre or restrain trailer.
- 17.1.7 the coupling device will be attached to the towing vehicle at all times when loading, loaded or unloading.
- 17.1.8 the trailer is not to be used to transport any livestock.
- 17.1.9 the trailer is not to be towed or used by any person under the age of 18 years.
- 17.1.10 the trailer is not to be taken through any water, rivers, dams, fords or other body of water.
- 17.1.11 the trailer is not to be taken on any dirt or unsealed road, or onto a beach.



- 17.1.12 they will not use a trailer winch to tie down or secure any vehicle to a car trailer while towing.
- 17.1.13 they will not drag car wrecks or heavy loads onto a car trailer that may cause damage to the trailer.
- 17.1.14 they will use rated tie downs to secure a vehicle onto a car trailer to secure the vehicle to the car trailer on all 4 corners.
- 17.1.15 they will comply with all traffic laws and regulations while using the trailer and to follow towing laws in other States and Territories if travelling interstate.
- 17.1.16 it is their responsibility to ensure all lights, cables, chains and accessories are correctly attached and in legal working order and that this is not the owner's responsibility.
- 17.1.17 no person will ride in or on a moving trailer at any time.
- 17.1.18 it is their responsibility to provide load ties downs for the trailer and that the owner is not in any way liable for the tie downs or the methods that are used.
- 17.1.19 all loads will be legally secured to the trailer.
- 17.1.20 no part of any load will part from the trailer during transit.
- 17.1.21 the owner is in no way responsible for any injuries that may occur to the hirer while hiring a trailer.
- 17.1.22 a brake controller unit must be used at all times while towing a trailer with electric brakes.
- 17.1.23 if there are any faults or issues with the trailer, they will not continue to use the trailer.
- 17.1.24 they will not attempt to alter, service or repair the trailer in any way, excluding tyre pressure.

## **18. Maintenance**

### 18.1 The hirer agrees that

- 18.1.1 it is their responsibility to keep the trailer in a roadworthy condition. If the hirer feels that the trailer requires attention, they must contact the owner as soon as possible.
- 18.1.2 no jack or wheel brace is supplied as part of the hire agreement and it is the hirer's responsibility to carry their own at all times.
- 18.1.3 they will ensure that all tyres on the trailer and their towing vehicle have the correct tyre pressure.
- 18.1.4 it is their responsibility to ensure the wheel nuts are tightened to prevent the wheel from separating from the trailer.
- 18.1.5 a spare tyre is supplied by the owner and is to be carried with the trailer at all times.
- 18.1.6 they are responsible to ensure the spare tyre is secured to the trailer at all times and the owner will not be held accountable if the spare tyre separates from the trailer.



## 19. Limitation of liability

19.1 The liability of the owner is limited as follows:

- 19.1.1 The owner is not liable for any costs relating to the trailer and equipment in the event it is lost, stolen or damaged during the period of hire. The hirer will be charged at new retail replacement cost of the trailer and any equipment.
- 19.1.2 The owner is not liable for any damage caused to the towing vehicle as a result of the hirer connecting or disconnecting of a trailer.
- 19.1.3 The owner is not liable for any fines that may occur for the malfunction of lights or the overloading of trailers.
- 19.1.4 The owner is not liable for any injuries that may occur while hiring a trailer.
- 19.1.5 The owner is not liable to compensate the hirer for any loss of time or money incurred by the hirer as a result of any mechanical failure of the trailer or equipment.

