

# HIRE AGREEMENT – USE OF COURTESY TRAILER TERMS AND CONDITIONS

COMPANY POLICY NUMBER: 24

**Location:** Eco Waste Recycling Centre - 199 – 201 Colchester Road, Kilsyth VIC 3137  
**Date of Issue:** 1<sup>st</sup> September 2012  
**Approved By:** Peter Scott

## Introduction

Super Safe Hire Group (the owner) is a hire business providing builders temporary/site toilets, function toilets, trailer toilets, corporate/function toilet blocks, temporary site fencing and power poles, driveway cross overs, tarpaulins and rubbish cages as well as site offices and lunch rooms to the building industry, corporate events and private functions.

Super Safe Hire Group is licenced to provide a pump and clean service for temporary toilets and site amenities as well as a pumping service for septic tanks.

Super Safe Hire Group hires and installs fall protection systems including lightweight and heavy duty scaffolding, hand rail systems, walkway platforms and mobile tower systems.

Super Safe Hire Group also provides waste management services through Express Bins which provides skip bins for collection of waste and disposal of waste at our Eco-recycling yard.

## 24.1 Consumer rights statement

24.1.1 'Your Consumer Rights' means your rights as a consumer under applicable consumer protection legislation including the Australian Consumer Law, which cannot be excluded, restricted or modified by this rental agreement.

24.1.2 Your consumer rights include the right to receive services from Super Safe Hire Group which are rendered with due care and skill.

24.1.3 You can find out more about your consumer rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

## 24.2 Ownership

24.2.1 The hirer agrees that the products hired are the sole and absolute property of Super Safe Hire Group and the hirer shall not sell, offer for sale, sub-hire, assign, mortgage, pledge, under let, lend or dispose of the products hired in any way without the prior written consent of Super Safe Hire Group.

24.2.2 Super Safe Hire Group may affix to the products hired, or any part thereof corporate signage indicating ownership of the products hired and promotion of the company.

24.2.3 This signage shall NOT be removed, defaced, obliterated or covered over by the hirer and Super Safe Hire Group shall have free access at all times thereto for the purpose of maintaining same.

## 24.3 Courtesy trailer hire

24.3.1 Courtesy trailers are available for pick up of clients of Eco Waste Recycling for the purpose of picking up waste materials and transporting them to 199 – 201 Colchester Road, Kilsyth.

24.3.2 All trailers are fitted with a 50mm towing hitch with wiring that complies with the Australian Standards and Vic Roads requirements

24.3.3 Trailers are supplied with a square 7 pin plug. An adaptor from 7 pin to round 5 pin will be provided if required.

24.3.4 If the plug is lost, a replacement cost of \$15 will be charged to the credit card provided without notice.

24.3.5 It is assumed that the trailer will usually be picked up and returned to the owner's premises by the hirer.

24.3.6 In special circumstances the trailer can be delivered and/or picked up for a fee with the appropriate tipping fee charged based on the contents of the trailer.

24.3.7 Trailer can be emptied for a separate fee with the appropriate tipping fee charged based on the contents of the trailer

## 24.4 Trailer maintenance/condition

24.4.1 The hirer must sign off on the defects sheet noting any damage to the trailer at the time of pick up.

24.4.2 The hirer shall keep the trailer hired secure and in clean, good condition and proper working order and at all times use the trailer hired for the purpose of which it was hired and shall be responsible for any loss or damage whilst at the hirer's site

24.4.3 So long as the trailer hired shall remain on site, the hirer shall be liable for any damage to or loss of the trailer hired from any cause whatsoever, including but not limited to theft, graffiti, storm, tempest, fire, act of God, flood or other natural catastrophe but excepting fair wear and tear.

24.4.4 Super Safe Hire Group may recover from the hirer as a debt due and payable the costs of repairing and/or replacing the same where it is, in the opinion of Super Safe Hire Group necessary, including excessive cleaning costs.

24.4.5 The hirer is not authorised to remove any accessories or fixtures from the trailer and is not permitted to remove or change the number plate or registration label

24.4.6 Further to this the hirer is not permitted to remove any advertising signage from the products hired.

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## 24.5 Hire period

- 24.5.1 Provided the hirer is wishing to use the trailer for the sole purpose of gathering approved waste materials to be disposed at Super Safe Hire Group's Eco Waste Recycling Centre, the hirer is permitted to use the trailer free of charge for a period no greater than 4 hours and is to return the trailer to 199 - 201 Colchester Road, Kilsyth 3137 in the same condition it was taken out.
- 24.5.2 Failure to return the trailer within 4 hours will incur a fee of \$15 per hour or part thereof until the trailer is returned.
- 24.5.3 Courtesy trailers cannot be booked, and are available as a first in first served basis.

## 24.6 Order/Payment

- 24.6.1 The hirer is to pay for all tipping fees at the advertised rates listed on the yard price board which are inclusive of GST
- 24.6.2 The hirer will pay \$220.00 as a bond, which will be taken as pre-authorisation from a credit card and will be reimbursed to the hirer less the tipping fee upon return of the trailer.
- 24.6.3 Payment for tipping is required in full at the time of return.
- 24.6.4 Funds for the bond will be released back on to the credit card supplied
- 24.6.5 When the hirer provides their credit card or EFTPOS details to pay for products hired, these card details remain on file at Super Safe Hire Group until such time as the products hired have been returned.
- 24.6.6 Super Safe Hire Group will not pass on any credit/debit card details (or any other client details) to any other party and all client information will be stored in a secure manner
- 24.6.7 If the trailer hired remains at the hirer's site in excess the original hire period, Super Safe Hire Group will debit the hirer's credit/debit card the amount stated in Clause 24.5.2 until the trailer hired has been returned.
- 24.6.8 Debits to the hirer's credit/debit card are deducted without notice by Super Safe Hire Group.

## 24.7 Terms of trade

- 24.7.1 The hirer is liable for the loss of, and ALL damage to the trailer, no matter what the cause is, and for all damage to the property of any person which is caused or contributed to by the hirer or any person the hirer allows to drive the vehicle with a Super Safe Hire Group trailer attached.
- 24.7.2 The hirer is also liable for:
- 24.7.2.a Damage to a tyre or an accessory not attributable to normal wear and tear; and
- 24.7.2.b Damage to the trailer or to the property of any third party caused deliberately or recklessly by the hirer, or any member of the hirer's party during the rental period
- 24.7.2.c The cost of replacing if lost or stolen any accessory of the trailer.
- 24.7.3 If any damage occurs the hirer must pay to, or Super Safe Hire Group may debit the hirer's credit/debit card with the estimated cost of repairs at the time of loss, or damage to the trailer pending Super Safe Hire Group assessment of the loss, and damage, and if applicable, the repair of the toilet/trailer.
- 24.7.4 For the purpose of calculating costs of repairs Super Safe Hire Group will add the Recovery Costs to the amount of costs of damage and repair to the trailer.
- 24.7.5 For the purpose of this clause 'Recovery Costs' means in relation to the loss of or damage to the trailer or products hired
- 24.7.6 Any appraisal fees
- 24.7.7 Any transport, storage and recovery costs; and an administrative fee reflecting the cost of making arrangements for repairs, transport and other administrative activities
- 24.7.8 Where the hirer or an authorised driver or any person, whilst towing the trailer results in an accident or claim (incident) or where damage or loss is sustained to the trailer or the property of any third party, the hirer must ensure that the hirer or any authorised driver:
- 24.7.8.a Promptly reports the incident to the local police if required by law within 24 hours of the incident.
- 24.7.8.b Promptly reports the incident in writing to Super Safe Hire Group within 24 hours of occurrence.
- 24.7.8.c Does not, without Super Safe Hire Group prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the incident if the trailer was involved in the accident
- 24.7.9 The hirer agrees to pay Super Safe Hire Group the full amount of any judgement recovered against any loss or damage how so ever sustained by Super Safe Hire Group caused by, or arising out of, or incidental to the default or neglect of the hire
- 24.7.10 The hirer shall not be entitled to recover from Super Safe Hire Group any sum for any expenditure, delay, inconvenience, damage or loss of any kind incurred by the hirer due to, or arising out of any break down or failure of the products hired whether caused by fair wear and tear, negligence on the part of Super Safe Hire Group or any other reason whatsoever.
- 24.7.11 No indulgence or extension of time for the making of any payment or committing of any act granted by the Super Safe Hire Group to the hirer shall affect the strict rights or obligations of the parties under this contract.
- 24.7.12 Any notice required to be served by one party on the other shall be deemed to have been properly served two working days after the notice has been posted by prepaid post to the other party at the address appearing herein.
- 24.7.14 In this contract where the context shall admit, the singular shall include the plural and the masculine, feminine and neuter genders.
- 24.7.15 Where there is more than one hirer and the terms and conditions hereof, shall bind them jointly and severally.

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## 24.7 Terms of trade – cont'd

24.7.16 The term “the hirer” shall include their respective successors, heirs, assignees and transferees and where there is more than one hirer or owner, the successors, heirs, assignees and transferees of each hirer.

## 24.8 Usage/Compliance

24.8.1 The hirer acknowledges that the products hired are suitable for the purposes, use or operation required by the hirer and that there has been no reliance on advice or representations made by Super Safe Hire Group.

24.8.2 The hirer shall during the term of the hire use the products hired only in accordance with Super Safe Hire Group directions, these conditions and the purpose for which the products hired intended to be used and shall indemnify Super Safe Hire Group against any loss occasioned to or damage suffered by Super Safe Hire Group or any third party or any action which may be brought by any responsible authority against Super Safe Hire Group as a result of the hirer’s failure to comply with these conditions.

24.8.3 The hirer shall comply with provision of all laws, statutes, ordinances and proclamations (including all orders, regulations, rules and by-laws made thereunder) affecting the hirer and/or use of the products hired.

24.8.4 Should Super Safe Hire Group suffer any penalty or loss in respect of any breach or non-observance thereof Super Safe Hire Group shall be entitled to recover from the hirer as a debt due and payable any amount expended by Super Safe Hire Group in the respect thereof

## 24.9 Acceptable waste

### Definitions

24.9.1 “Authorised Waste” means any waste not including and free-flowing liquid, vicious materials, asbestos, materials containing asbestos, contaminated waste, putrescible waste, chemicals, wet paint, tyres, gas bottles containing any gas, medical waste or any prohibited substances defined by the Dangerous Goods Act 1985.

24.9.2 “Trailer” means any trailer supplied by Super Safe Hire Group for storage and removal of Authorised Waste and includes warning reflectors or other necessary fittings and attachments as required.

24.9.3 “Hirer” means the person, including a corporation, ordering the use of a trailer and entering this contract with Super Safe Hire Group.

24.9.4 “Maximum Allowable Weight” means the weight specified on the trailer registration label.

24.9.5 “Terms and Conditions” includes the provisions contained in these Terms and Conditions

### Customers Acknowledgements

24.9.6 The receipt of a these terms and conditions by the customer of Super Safe Hire Group constitutes the parties’ entry into a legally binding agreement.

24.9.7 Super Safe Hire Group does not hold any permits for the transportation of any waste beyond the Authorised Waste and if any prohibited waste is blatantly placed in a trailer by the customer resulting in fines or penalties, the customer shall be liable for reimbursement to Super Safe Hire Group.

### Provision of a courtesy trailer

24.9.8 Super Safe Hire Group shall use its best endeavours to ensure availability of a trailer to the customer as agreed and will not be liable for any delays beyond its reasonable control.

24.9.9 It is the customer’s strict obligation to use the trailer in a safe and suitable manner and to ensure that Super Safe Hire Group has unrestricted access for return of the trailer.

24.9.10 The site where the trailer is to be used must be level and capable of safely withstanding the weight of a laden trailer and the vehicle towing the trailer.

24.9.11 If any permits, permission and the like are required by any authorities for the removal of the waste material it is the customer’s obligation to meet any associated costs for those permits.

### Possession and Care of the trailer

24.9.12 It is the hirer’s obligation to provide reasonable care of the trailer while it is in their possession.

24.9.13 The customer shall be liable for all damage save for fair wear and tear or damaged caused by the wilful or reckless actions of the customer’s servants or agents.

24.9.14 Should the trailer be stolen or removed without authority of Super Safe Express Bin Hire, the customer shall reimburse Super Safe Hire Group for the cost of a replacement bin.

### Use of the trailer

24.9.15 The hirer may fill the trailer with authorised waste only.

24.9.16 Authorised waste may be loaded to a level not exceeding the wall height of the trailer or maximum allowable weight.

24.9.17 The hirer must comply with all instructions affixed to the trailer

### Authority to Dispose of Waste

24.9.18 The hirer warrants that he/she is solely entitled to the waste and that no other person has a claim or interest.

24.9.19 Upon disposal of the waste in the trailer, the property in the waste passes to Super Safe Hire Group for disposal at its discretion.

### Additional Fees

24.9.20 The hirer shall pay any additional fees and costs arising from delays, additional work that are breaches of this agreement which have not resulted from any default of Super Safe Hire Group, its agents or servants; and

24.9.21 All additional fees must be paid within 14 days of the customer receiving a tax invoice.

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## 24.9 Acceptable waste – Cont'd

### Variation to the Agreement

24.9.22 This agreement embodies all provisions agreed by the parties and may only be varied or modified by:

24.9.22.a The parties in writing; or

24.9.22.b By statute as may be requirement to comply with any Acts, Rules or Regulations.

## 24.10 Hire confirmation

24.10.1 This agreement must be signed prior to use of a Super Safer Hire Group courtesy trailer and by the signing of this agreement the hirer is agreeing the terms and conditions contained in this document.

Name of Hirer:		_____	
Address:		_____	
Address:		Postcode: _____	
Contact Phone: _____		Driver's Licence Number: _____	
Date: _____	Time Taken:	<input type="text"/>	Time Returned: <input type="text"/>
	Plug Adaptor Taken:	<input type="text"/>	Plug Adaptor Returned: <input type="text"/>
Hirer Signature: _____			
SSHG Signature: _____			