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**Agreement for Trailer Hire**

**STORER** Company name:

First Name:

Last Name:

Number(s) of the Self Storage Units that the business/individual has :

Storage Contract Number :

**DRIVER**

Drivers Licence number:

License Expiry:

Date of Birth:

**ADDRESS**

**PHONE**

Home:

Mobile:

Work:

Email:

**RENTAL DETAILS**

**TIME OUT:** The trailer is available for a **4 hour** time slot. Use of the trailer beyond this time is liable for a **late fee of \$20 per hour**

**GOODS TRANSPORTED:** The trailer may **ONLY** be used for transporting household effects in direct connection with your storage

**TRAVEL DISTANCE:** The trailer may only be used within what is commonly accepted as the local city area

**CLEANING:** Cleaning required r Yes r No **Cleaning Fee \$20**

**Any loss or damage to the Shackle or Leads, replacement cost will be charged**

All fees include GST except the deposit, which is refundable

**INSURANCE**

The **excess** on the insurance for any damage to the trailer or that the trailer may cause to any other vehicle or property is **\$500** regardless of whose fault the accident is. The driver as listed above is responsible for this cost if it is incurred. The **excess** is **\$500** if the driver is **under 25** years old, and \$1000 if the driver is **under 21** years old.

**PAYMENT OF CHARGES:**

After returning the trailer you must pay the Facility Owner on demand:

- all charges specified above and all charges payable under the Rental Agreement, less any deposits already paid;
- any amount paid or payable by the Facility Owner or payable by You arising out of Your use of the trailer or imposed on You or the Owner by any governmental or other competent authority (such as speeding, road toll, parking and traffic fines); and
- any amount for which You are liable to the Facility Owner under the Rental Agreement, in respect of a breach of the Rental Agreement or for damage or loss to the Vehicle or third party property.

You authorise The Owner to charge all moneys payable to The Facility Owner under the Rental Agreement to Your Credit Card or charge account.

You must make payments for the rental when the Facility Owner so designates including making payments in advance.

**RENTERS ACCEPTANCE:**

**I/We acknowledge that we have read and understood the terms and conditions of vehicle rental shown overleaf**

**ACCEPTANCE BY OWNER:**

Signed for and on behalf of Owner:

**Date of this Agreement:**

This contract is valid till the end of the month of the Agreement

**Date of this Agreement:**

1. The Facility Owner agrees to provide the Storer with the use of a trailer:

- a) so long as the Storer is paying for a Storage Space within the Facility,
- b) on the terms and conditions set out in this Agreement

2. **The Storer** takes possession of the trailer as a bailee, and is liable for all damage to or loss of the trailer during the Storer's possession **(See Clause 8 Storer's liability for Trailer)**

**3. The Storer:**

a) agrees and consents to the terms and conditions set out in this Agreement,

b) consents to the photocopying of their license, and the release of this information to third parties in certain events, including, but not limited to the incurrance of fines, damage to the trailer and overdue fees.

c) is liable for all damage to property or personal injury caused by the trailer during their possession,

d) will comply with all laws, particularly traffic and road laws and regulations, and those laws, relating to the use of a motor vehicle and/or trailer,

e) will ensure that the recommended or legal road limits for the trailer are not exceeded,

f) will be liable for any fines or fees incurred, including traffic fines, parking fines, road tolls, and other costs arising as a result of the use of the trailer. The Storer agrees that any penalty incurred against the vehicle or Facility Owner during

# SSAA Agreement for Trailer Hire

## 3(f) continued

the time the Storer is in possession of the vehicle will be assigned to the Storer.

g) will indemnify and continue to indemnify the Facility Owner for any loss arising from the Storer's use of the trailer (see **Risk and Responsibility, clause 6**).

## 4. Cost

a) The Storer must pay the hire fee as indicated on the front of this agreement.

b) A cleaning fee, as indicated on the front of this Agreement, will be charged to the Storer if the trailer is not returned clean. It is at the Facility Owner's discretion whether such a fee is charge or not.

c) The trailer must be returned by the time specified on the front of the Agreement. Failure to do so will attract a Late Return Fee as indicated on the front of this Agreement.

d) The Storer is liable for the cost of repairing or replacing punctured or damaged tyres.

e) The Storer must pay any cost incurred by the Facility Owner in collecting late or unpaid fees, or in enforcing this Agreement in anyway, including but not limited to postal, telephone, debt collection, legal costs and/or default action cost

f) In the event that the trailer is damaged, lost, stolen or destroyed the Storer is liable for the cost of repair or replacement, as determined by the Facility.

g) The Storer will be responsible for payment of any government taxes or charges (including GST) being levied on this Agreement, or any supplies pursuant to this Agreement.

## 5. INSURANCE

The trailer is covered by comprehensive insurance. Insurance does NOT cover the Storer for any of the following:

- a) the first \$500 of the cost of any damage.
- b) the first \$1000 of the cost of damage if the driver is 25 years of age or under.
- c) loss by theft or abandonment.
- d) damage caused to other vehicles, items or property by the towing vehicle or the trailer.

## 6. Risk and Responsibility

a) It is the responsibility of the Storer to use the trailer ONLY where the vehicle to which the trailer is attached is roadworthy. The Facility Owner is not responsible for and accepts no liability for the Storer using a vehicle which is not roadworthy.

b) It is the responsibility of the Storer to ensure the trailer is correctly attached to the Storer's vehicle, and that all electronic connections, including signaling and indicators, are working before leaving the Facility. The Facility Owner is not responsible for and accepts no liability for improperly secured or attached trailers.

c) The Storer will be liable for any damage or injury caused as a result of an improperly attached or connected trailer.

d) The Storer is liable for and agrees to indemnify and keep indemnifying the Facility Owner from all claims for any loss or damage to the property of, personal injury to, the Storer, the Facility/Facility Owner or third parties resulting from or incidental to the use of the trailer.

## 7. Damage to vehicle

a) The Storer is to contact the Facility Owner immediately upon the trailer, including tyres or accessories thereof, being damaged in any way. **No repairs are to be undertaken without the express consent of the Facility Owner.**

b) The Storer will be liable for costs of any repairs, modifications or any other work undertaken on the vehicle without the express consent of the Facility Owner, including any subsequent repair costs arising as a result of the unauthorised work.

## 8. Storer's liability for Trailer

The use of a trailer is provided by the Facility Owner to the Storer at the sole risk of the Storer. The Storer shall bear the risk of any and all theft, damage to, or deterioration of the trailer by any reason whatsoever including acts or omissions, negligent, deliberate or otherwise, of the Storer, persons under its control or third parties.

## 9. Limitation of Liability and Indemnity:

a) The Storer :

i. agrees that the terms of this Agreement constitute the whole contract for use of the trailer and that, in entering this contract, the Storer relies upon no representations other than those contained in this Agreement.

ii. acknowledges that it has raised all queries relevant to its decision to enter this Agreement with the Facility Owner and that the Facility Owner has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by the Facility Owner, been reduced to writing and incorporated into the terms of this Agreement.

b) Any damages, whether for physical or economic loss, which the Facility Owner is liable to pay to the Storer pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases other than cases of damages relating to the provision of services of a kind ordinarily acquired for personal, domestic or household use or consumption to :

i. the further supply of service equivalent to that undertaken by the Facility Owner as set out in the terms and conditions of this Agreement; or

ii. the payment of the cost for further acceptance of delivery service equivalent to that undertaken by the Facility Owner under the terms and conditions of this Agreement; or

iii. the payment of the cost of further acceptance of delivery of goods equivalent to that undertaken by the Facility Owner under the terms and conditions of this Agreement.

c) The Storer specifically acknowledges that it is aware of the limitation of liability set out in **clause 9(b)** above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the Facility Owner's liability is a reasonable one.

10. The Storer's liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.