



### Terms and Conditions

The terms and conditions of hire set out herein are the only terms and conditions upon which the hirer may hire the Coldroom and/or Portable toilet from the Owner and/or it's agent.

#### TERMS AND CONDITIONS OF HIRE

1. The hirer agrees to insure his/her own property and towing vehicle against loss or damage for any reason whatsoever prior to loading or towing Coldroom/Portable toilet and agrees that no claim for loss or damage to such property or vehicle shall be made against the Owner.
2. The hirer shall use the Coldroom/Portable toilet in a skilful an proper manner and shall not speed or overload it or use it other than for it's normal intended purpose. Dimensions advertised are approximate only. If there is any doubt on the capacity required it is recommended to select the next size up. The hirer must not exceed 80km per hour or less where lower speed limits apply. The hirer acknowledges that the relevant Australian Transport Authority requires safety chains and proper lights. It is the hirer's responsibility to comply with all applicable rules and regulations including load capacity and operation of the Coldroom/Portable toilet and of the towing car. The hirer guarantees that they and any named authorised drivers and any other persons they allow to use the trailer:
  - a. Have the knowledge, skill and ability required to enable them to carry out the loading and towing of the trailer safely and without incident or accident; and
  - b. Will take due care by following the safety instructions under these terms and conditions and any other safety instructions or guidelines that the Owner may provide; and
  - c. Will follow any other applicable requirements and recommendations for trailer loading and towing issued from time to time by the relevant Australian Transport Authority.

The hirer will not load or tow the trailer themselves, and will not allow others to load or tow the trailer without the knowledge, skill and ability required fulfilling these guarantees.

3. The hirer agrees that they will not load, tow or otherwise travel with the trailer on any kind of unsealed road/laneway or any other transportation route, without prior approval from the owner. An unsealed road is defined as a road that does not have a sealed bitumen surface. UNDER NO CIRCUMSTANCES ARE THE TRAILERS TO BE TAKEN ONTO THE BEACH OR SUBMERSED INTO SALT WATER.
4. Secure your load – Hirer agrees to secure all property/goods or stock within the parameters of the trailer so as to ensure that the said loads or part thereof will not under any circumstances part from or leave the trailer during transit or otherwise (see clause 1 above regarding insurance). The hirer is responsible for the correct and safe connection of the trailer to the towing vehicle. The Hirer will secure their load using suitable tie down materials, (Hirer agrees not to use the winch on the car carrier to secure the load).
5. Upon completion of the hire, the trailer must be properly cleaned by the hirer. Trailers returned in a dirty condition in the opinion of the Owner shall be cleaned at the hirer's expense.

6. The hire contract may not be transferred or assigned to any other party without the prior consent in writing of the Owner.
7. The hirer shall make his own insurance arrangements and assume all responsibility for any loss, damage or liability of or arising from the trailer or vehicle while the trailer or vehicle is in the care and control of the hirer or is being used by the hirer or servants. The trailer is not insured by the Owner against theft or damage while it is outside the Owner's possession or control and it is the hirer's responsibility to keep it secure. The hirer accepts full liability for any costs and expenses of repair or replacements relating to the trailer or vehicle in the event that the trailer or vehicle is lost, stolen or in any way damaged. In the event of damage to the trailer or trailer component, if the damage cannot reasonably or economically be repaired by the Owner, the hirer will be charged at new retail replacement cost of trailer, vehicle or component as the case may be.
8. The hirer authorises all charges for the hire of the trailer to be charged and debited to the hirer's credit card or debit card along with any credit or debit card surcharge.
9. The hirer agrees that all additional charges related to the hire of the (including, without limitation, all costs and charges in connection with any breach by the hirer of the hire agreement and these terms and conditions) will be automatically charged and debited to the hirer's credit or debit card. If additional charges are not paid, then further actions will be taken to recover monies owed. Any changes to bookings such as (but not limited to) time, date, location or size of trailer will incur a \$10 change fee.
10. The hirer must hold a valid Australian Drivers Licence (and allows for towing of the hired trailer) and confirms that they are the same person as named in the licence provided.
11. On the termination of the period of hiring, the Hirer at his own expense must return the trailer to the address stated on the hire receipt or if no such address is so stated to the place of the Owner or it's agent from which it was hired. The hirer acknowledges and agrees to pay in full to Joshy's Hire the standard trailer recovery fee of \$2100.00 should the hirer fail to return the hire item to the address stated on the hire contract docket.
12. During the continuance of the hiring, the hirer will not –
  - a. Sell, offer for sale, assign, mortgage, pledge or underlet the trailer or any interest of the hirer therein;
  - b. Part with possession of the trailer; or
  - c. Allow any lien to be created in respect of the trailer whether for repairs or otherwise.
13. MAXIMUM LOAD ON SINGLE AXLE TRAILERS UNBRAKED 400KG
14. MAXIMUM LOAD ON SINGLE AXLE TRAILERS BRAKED 700KG
15. In the event of a credit or debit card payment being declined, attempts will continue to be made every 24 hours to process due payment. Joshy's Hire will attempt to make contact with the hirer regarding the overdue payment.
16. In the event that Joshy's Hire is unable to make contact with the Hirer and payment has not been honoured, the trailer will be reported stolen to the Police after a period of 24 hours.
17. All toll charges, will be charged a \$35.00 administration fee plus the value of the toll fee or fine.
18. The Hirer acknowledges and warrants that all information provided by it is true, complete and accurate and can be relied upon by Joshy's Hire and its insurers.