

# Trailer2You Terms and Conditions

Trailer2You sets a minimum and maximum age limit for those renting our trailers and equipment. The Hirer must be at least 18 and not over 75 years of age and have no less than 12 months driving experience, unless Trailer2You has agreed to a variation of that restriction before the Start of the Hire and it is shown in the Hire Agreement contained in the Trailer2You App.

These Terms and Conditions of hire (**Terms**) set out the terms and conditions upon which the Hirer may hire from Trailer2You. By using our services, registering for the app or connecting to our services, you acknowledge that you have read these Terms and Conditions and that you agree to be bound by the Terms and Conditions.

The Hirer agrees and acknowledges:

A. The Hirer is permitted to download a copy of the information contained on the Trailer2You website or app for the Hirer's personal use. Except as permitted under the *Copyright Act 1968* (Cth), the Hirer is not permitted to copy, reproduce, republish, distribute, display or seek to pass off any of the information published by Trailer2You without the prior written permission of Trailer2You. The Hirer's unauthorised use of any Trailer2You content infringes the intellectual property rights of Trailer2You.

B. The licence to access and use the information of the Trailer2You website or app does not include the right to use any data mining robots or other extraction tools. The Hirer must not metatag or mirror the Trailer2You website without the prior written permission of Trailer2You.

## 1. Definitions

1.1 In these Terms:

- (a) **Accident** means an unintended or unforeseen incident relating to the Trailer that results in Damage or Third Party Loss.
- (b) **Authorised Driver** means any driver of a towing vehicle who is approved by Trailer2You under clause 11.1.
- (c) **Damage** means any loss or damage to the Trailer, other than fair wear and tear, that makes the Trailer unroadworthy.
- (d) **Default Event** means the occurrence of any one or more of the following events:
  - (i) a failure by the Hirer to pay any amount due to Trailer2You by the Hirer under these Terms or to observe or perform any material obligation by the Hirer under these Terms;
  - (ii) the Hirer is presumed insolvent within the meaning of section 459C(2) of the *Corporations Act 2001* (Cth), becomes bankrupt, is unable to pay its debts as and when they become due and payable, is placed into liquidation, or if any proceedings are issued or an event occurs intended to lead to any of those consequences or if any other action relating to insolvent debtors occurs in relation to the Hirer; or
  - (iii) the Hirer disputes the terms of any title retention or granting of a security interest provision applicable to any Trailers supplied to the Hirer by Trailer2You or refuses to return the Trailer to Trailer2You where demanded by Trailer2You under these Terms.
- (e) **Hire Agreement** means the terms of this agreement entered into between Trailer2You and the Hirer on the Trailer2You App.
- (f) **Hire Booking** means a written booking on the Trailer2You App containing information with respect to the Trailer the Hirer intends to hire from Trailer2You under these Terms.

- (g) **Hire Fee** means the fees made by or on behalf of the Hirer for hire of the Trailer, as set out in the Hire Booking.
- (h) **Hire Period** means the period of the hire as set out in a Hire Booking or otherwise as agreed in writing between the parties.
- (i) **Hirer** is the person who holds the account with Trailer2You and detail means the Hirer's details that appear on the Hire Booking.
- (j) **Major Breach** means a breach of clauses 4, 5, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.10 or 31, or such other clause which is specified as constituting a Major Breach.
- (k) **Third Party Loss** means any loss or damage to third parties or third party property.
- (l) **Total Loss** means the Trailer is, in Trailer2You's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.
- (m) **Trailer** means the trailer and all related accessories and equipment attached thereto or hired by the Hirer under these Terms.
- (n) **Trailer2You** means Trailer2You Pty Ltd ACN 659 083 762 or the applicable franchisee who will be hiring the Trailer to the Hirer under these Terms.
- (o) **Trailer2You App** means the 'Trailer2You' software application owned and managed by Trailer2You for which the Hirer will create an account.

## 2. Terms and Conditions of Hire

- 2.1 Trailer2You shall hire the Trailer to the Hirer subject to these Terms.
- 2.2 Trailer2You shall not, other than in the exercise of its rights under these Terms or applicable law, interfere with the Hirer's quiet possession of the Trailer.

## 3. Hire Fees

- 3.1 The Hirer shall pay the Hire Fees to Trailer2You as set out in the Hire Booking. The Hire Fees shall be paid in Australian dollars into the account nominated by Trailer2You in writing from time to time.
- 3.2 The Hire Fees are inclusive of GST and any other applicable taxes and duties or similar charges which shall be payable by the Hirer.
- 3.3 The Hirer authorises all charges for the hire of the Trailer to be charged and debited to the credit card or debit card of the Hirer together with any credit or debit card surcharge notified to the Hirer in the Hire Booking.
- 3.4 All amounts due under these Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.5 If any amount payable by the Hirer under these Terms is not paid in full on the due date, Trailer2You will send a reminder to the Hirer allowing a further seven days from the due date to pay, and without prejudice to any other rights it may have:
  - (a) Trailer2You may charge interest on that unpaid amount at a rate of 8% per annum accruing daily from the date that is seven days after the date the unpaid amount was due, until it is paid in full; and

- (b) Trailer2You may, at its discretion, charge the Hirer an administration fee to cover any administration costs associated with the late payment.

#### 4. Prohibited Use

##### IMPORTANT NOTICE

A breach of any part of this clause is a Major Breach of the Agreement between the Hirer and Trailer2You.

- 4.1 The hired Trailer must not be towed by a towing vehicle driven by any person or Authorised Driver:
  - (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
  - (b) recklessly or dangerously; or
  - (c) whilst the Trailer is damaged or unsafe.
- 4.2 The Hirer must not:
  - (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
  - (b) use the Trailer and associated equipment;
    - (i) for any illegal purpose;
    - (ii) to move dangerous, hazardous, flammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
    - (iii) to carry illegal drugs or substances;
    - (iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
    - (v) in an unsafe or un-roadworthy condition.
- 4.3 The Hirer and any Authorised Driver must not:
  - (a) damage the Trailer deliberately or recklessly or allow anyone else to do so;
  - (b) modify the Trailer in any way;
  - (c) sell, rent, lease or dispose of the Trailer; or
  - (d) register or claim to be entitled to register any interest in the Trailer under the *Personal Property Securities Act 2009* (Cth).
- 4.4 The Hirer and any Authorised Driver must not use the Trailer to carry any load that exceeds the limits for which the Trailer was designed, constructed, registered or licensed.

#### 5. Prohibited Areas of Use

##### IMPORTANT NOTICE

A breach of any part of this clause 5 is a Major Breach of the Hire Agreement.

- 5.1 The Trailer must never be towed on:
  - (a) an unsealed road;
  - (b) off road; or
  - (c) in any area where snow has fallen or is likely to fall.
- 5.2 The Trailer must not be used in any area that is prohibited by Trailer2You. Prohibited areas include:
  - (a) roads that are prone to flooding or are flooded;
  - (b) beaches, streams, rivers, creeks, dams and floodwaters;
  - (c) any road where the police or an authority has issued a warning;
  - (d) any road that is closed; and

- (e) any road where it would be unsafe to drive a trailer.

#### 6. Your obligations

##### IMPORTANT NOTICE

A breach of any part of sub-clauses 6.3, 6.4, 6.6, 6.7, 6.8 or 6.10 is a Major Breach of the Hire Agreement.

- 6.1 Start of the Hire
  - At the Start of the Hire Period and before taking delivery of the trailer and any ancillary equipment, the Hirer must:
    - (a) present the Hirer's driver's licence; and
    - (b) fully inspect the Trailer and any ancillary equipment (Hired Equipment) to ensure that the condition of the Hired Equipment and any pre-existing damage (if any) is accurately noted and shown in the Hire Agreement and if there is any discrepancy the Hirer must notify Trailer2You prior to taking delivery.
- 6.2 Correct Trailer
  - The Hirer is responsible for ensuring the correct Trailer is delivered by checking the registration number detailed in the Hire Agreement matches the Trailer delivered. Taking delivery of the wrong trailer will incur a fee of \$150 payable to Trailer2You to compensate for any inconvenience that may be caused to other Trailer2You hirers.
- 6.3 Reasonable Care
  - The Hirer must take reasonable care of the Trailer and any ancillary equipment by:
    - (a) preventing it from being damaged;
    - (b) making sure that it is protected from the weather;
    - (c) maintaining the tyre pressures of the Trailer hired; and
    - (d) making sure the Trailer is not overloaded;
- 6.4 Tow-ball
  - The towing vehicle must be fitted with a 50mm diameter tow-ball.
- 6.5 Operating the Trailer
  - (a) Before and during the Hirer's use of the Trailer the Hirer must ensure:
    - (i) the weight of the load is at least 70% in the front half of the cargo space on the Trailer;
    - (ii) the Aggregate Trailer Mass (being the Trailer plus load unhitched) does not exceed the lesser of the towing vehicle manufacturer's recommended maximum towing mass or the towing vehicle's towbar rating. The towing capacity of a vehicle is usually provided in the vehicle operator's handbook and the Hirer must also check the towbar manufacturer's specification plate on the towbar as the two may differ;
    - (iii) the Trailer is correctly and safely connected to the towing vehicle and the safety chains are correctly fitted;
    - (iv) the coupling is attached to the towing vehicle at all times when loading, whilst loaded and during unloading, and the Hirer acknowledges the jockey wheel is for raising and lowering the Trailer and must not be used to manoeuvre the Trailer;
    - (v) the coupling handle is correctly down;
    - (vi) the Trailer's tyres are inflated to the recommended PSI; and

- (vii) the Trailer lights are working correctly.
  - (b) Trailers must be towed by towing vehicles which are rated to tow a weight at least commensurate with the weight of the trailer.
  - (c) The Hirer must secure any property, goods, stock or equipment carried in the Trailer and use suitable tie down materials to ensure that under no circumstances will they fall from the Trailer during transit.
  - (d) The Hirer must comply with all road rules and regulations and the Hirer is always responsible for the correct and safe handling of the Trailer.
  - (e) The Hirer must not load the Trailer unless the area directly behind is clear for 20 metres and the Hirer must load it on level ground.
  - (f) The Hirer must carry:
    - (i) the spare wheel provided on the Trailer at all times; and
    - (ii) a wheel brace and jack at all times (which is supplied and included as part of the Hire).
- 6.6 Important information about the safe operation of the winch:
- (a) Bag instructions: Please place a bag or rag on the cable between the winch and item being winched.
  - (b) Before commencing to load rolling stock or a vehicle, the tyres must be inflated to the tyre recommended PSI.
  - (c) The maximum load for the winch is a Safe Working Load of 1,200 kilograms and the winch must not be used for lifting.
  - (d) The Hirer must keep clear of all moving parts and ensure that other persons are at a safe distance.
  - (e) The winch must not be used for securing a load under any circumstances.
  - (f) The winch must not be used to unload any rolling stock/vehicle under any circumstances.
  - (g) The Hirer must not release the cable to its full extent.
- 6.7 Notification of Trailer Fault
- The Hirer must inform Trailer2You immediately if the Trailer develops any fault during the Hire Period. If the Hirer fails to notify Trailer2You and continues to use the Trailer the Hirer will be responsible for any Damage or Third Party Loss.
- 6.8 Repair without authority prohibited
- The Hirer must not let anyone else repair or work on the Trailer or tow or salvage it without Trailer2You's written authority to do so.
- 6.9 Repair with authority
- Where Trailer2You has given the Hirer prior authority to repair the Trailer, the Hirer must keep and produce to Trailer2You the original tax invoices and receipts for any repairs, towing or salvage and the Hirer will be reimbursed only if these expenses have been authorised by Trailer2You. Any entitlement to reimbursement is subject to there being no Major Breach of the Hire Agreement.
- 6.10 Staying with the Trailer after an Accident
- In the event of an Accident, the Hirer must not leave the Trailer unattended following such Accident and before the arrival of a tow or salvage operator.

## 7. No damage cover/damage liability

- 7.1 There is no insurance or Damage Cover for theft of, or Damage to, the Trailer whilst it is outside the possession or control of Trailer2You and it is the Hirer's responsibility to keep it secure. The Hirer must make its own insurance arrangements and assume all responsibility for any loss, damage or liability for, or arising from, the use of the Trailer whilst it is in the care of the Hirer or the Hirer's employees or agents.
- 7.2 Subject to clause 7.3, the Hirer accepts full liability for any costs and expenses of repair or replacement relating to the Trailer in the event the Trailer is lost, stolen or there is any damage. In the event of damage to the Trailer or Trailer components or any ancillary equipment, if the damage cannot reasonably or economically be repaired by Trailer2You, the Hirer will be charged the new retail replacement cost of the Trailer, or component or ancillary equipment, as the case may be.
- 7.3 The Hirer is liable to Trailer2You in the event of Accidental Damage to the Trailer whilst it is in the possession or control of the Hirer and before it is collected by Trailer2You. The Hirer is responsible for:
- (a) theft of the Trailer;
  - (b) damage to the tyres, jockey wheel and broken lights;
  - (c) the Hirer's goods or property;
  - (d) towing and storage costs; and
  - (e) damage resulting from:
    - (i) overloading;
    - (ii) unsecured loads or incorrectly loaded;
    - (iii) fire;
    - (iv) unlawful use of the Trailer; or
    - (v) a Major Breach of any condition of the Hire Agreement.
- 7.4 In the event of an Accident, the Hirer is liable for any costs incurred and all recovery charges to have the Trailer returned to Trailer2You. This includes all towing and storage fees incurred from the date of the Accident for the recovery of and repair of the Trailer.
- 7.5 There is no insurance cover for property left in or stolen from the Trailer or for loss or damage to property belonging to or in the custody of:
- (a) the Hirer;
  - (b) any relative, friend or associate of the Hirer ordinarily residing with the Hirer or with whom the Hirer ordinarily resides;
  - (c) your employees; or
  - (d) third parties.

## 8. Rental Period, costs and charges

- 8.1 Your Hire
- (a) The Hirer's rental of the Trailer from Trailer2You is for the Hire Period and at the rate shown in the Hire Agreement.
  - (b) The minimum Hire Period is three (3) hours.
- 8.2 Extending the Hire Period
- (a) Trailer2You understands that circumstances change and that the Hirer may require the Trailer for longer than the Hire Period. If so, the Hirer must notify Trailer2You before the expiration of the Hire Period and any extension is subject to availability.

- (b) The Hirer authorises Trailer2You to send SMS correspondence to offer extensions, subject to availability.

### 8.3 Failing to request an extension

- (a) If the Hirer fails to notify Trailer2You of an extension request before the expiration of the Hire Period and fails to have the Trailer ready for collection by Trailer2You at the scheduled time and date in the Hire Agreement, Trailer2You may:
  - (i) terminate the Hire Agreement; and
  - (ii) if the location of the Trailer is known, recover the Trailer by lawful means; or
  - (iii) if the location of the Trailer is unknown, after making reasonable attempts to contact the Hirer, report the Trailer as stolen to the Police.
- (b) A late return fee equivalent to 150% of the extension cost applies to all late returns i.e. where the Hirer fails to have the Trailer at the agreed location at the agreed time and day.

## 9. Delivery/pick up

- 9.1 The Hirer agrees that the Trailer will only be delivered to and collected from the nominated location set out in the Hire Booking.
- 9.2 The Hirer must, at or prior to the commencement of hire:
  - (a) inspect and confirm that the Trailer is in a good and serviceable condition; and
  - (b) ensure that the registration number detailed on the Trailer2You App matches the Trailer.
- 9.3 Trailer2You reserves the right to exchange the Trailer at the nominated location with an equivalent Trailer at any time before commencement of the Hire Period. In the event that Trailer2You cannot exchange the Trailer with an equivalent Trailer, Trailer2You reserves the right to refund the Hire Fees to the Hirer.
- 9.4 The Hirer shall procure that a duly authorised representative of the Hirer is present at the delivery or collection of the Trailer. Trailer2You will allow reasonable time for the Hirer's representative to inspect the Trailer for visible damage prior to unloading and delivery.
- 9.5 Acceptance of delivery by the Hirer's authorised representative shall constitute evidence that the Hirer has examined the Trailer and has found it to be fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection).
- 9.6 If required by Trailer2You, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.

## 10. Registration

The Trailer will remain registered by Trailer2You during the Hire Period and all registration fees will be paid for by Trailer2You.

## 11. Driver's licence

- 11.1 The Hirer and any Authorised Driver must hold a valid unrestricted Australian driver's licence during the Hire Period, and agrees to:
  - (a) upload their current unrestricted drivers licence to the Hirer's Trailer2You account on the Trailer2You App which is not subject to any restriction or condition;
  - (b) present the same unrestricted drivers licence to the Trailer2You service representative for

verification upon delivery of the Trailer at the nominated location that appears on the Hire Booking.

- 11.2 In the event that the Hirer fails to provide the Hirer's driver's licence for verification to the Trailer2You representative at the time of delivery pursuant to clause 11.1(b), the Hirer will forfeit the hire of the Trailer and the Hire Fee.

### Cancelled and suspended licences

- 11.3 The Hirer must not drive and tow a Trailer2You product:
  - (a) whilst a Hirer's driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or
  - (b) if the Hirer's driver's licence has been cancelled or suspended, within two years of the date of the Rental Agreement.

### False Information

- 11.4 Hired trailers and equipment must never be towed or operated by any person who has provided false or misleading information including a misleading name, age, address or driver's licence.

## 12. Title and Risk

- 12.1 Trailer2You retains full legal and beneficial title of the Trailer during the Hire Period, notwithstanding:
  - (a) the delivery of the Trailer to the Hirer;
  - (b) the possession and use of the Trailer by the Hirer; and
  - (c) any temporary attachment of the Trailer to any land, buildings or motor vehicles to facilitate use of the Trailer,

subject only to the rights of the Hirer as a mere bailee of the Trailer with a right only to use them in accordance with, and under, these Terms.

- 12.2 The risk of loss, theft, damage or destruction of the Trailer shall pass to the Hirer on delivery or collection of the Trailer.
- 12.3 The Trailer shall remain at the sole risk of the Hirer during the Hire Period and any further term during which the Trailer is in the possession, custody or control of the Hirer until such time as the Trailer is redelivered to Trailer2You.

## 13. Insurance

- 13.1 The Hirer must effect and maintain general insurance of the Trailer for its full insurance value against damage or destruction caused by Accident and any other insurable risk commonly insured against in regard to Trailer of a similar nature, at all times during the Hire Period or while the Hirer retains possession of the Trailer.
- 13.2 On commencement of the hire, the Hirer may elect to purchase an optional damage waiver for an additional fee as agreed, to cover the Hirer for the repair or replacement cost of the Trailer in the event of an Accident (accidental structural damage to the Trailer only) (**Damage Waiver**).
- 13.3 The Damage Waiver under clause 13.2 does not apply to:
  - (a) deliberate damage, over loading, unsecured loads, incorrectly loaded goods or the unlawful use of the Trailer; or
  - (b) a Major Breach of these Terms.
- 13.4 Trailer2You is irrevocably authorised to appropriate any insurance or other moneys received by it in respect of an insurance policy relating to the Trailer towards any moneys then due and owing by the Hirer to Trailer2You under these Terms.

## 14. Hirer covenants and safety obligations

- 14.1 The Hirer must, before commencing use of the Trailer, ensure that:
- (a) Safety chains are attached to the tow vehicle correctly;
  - (b) the coupling handle is correctly down; and
  - (c) all lights are working correctly.
- 14.2 The Hirer shall during the Hire Period:
- (a) ensure that the Trailer is only towed by a towing vehicle which is driven by the Hirer or an Authorised Driver;
  - (b) assume all risks and liabilities for and in respect of the Trailer and for injuries to or deaths of persons, and damage to property arising from the delivery, possession, use and storage of the Trailer;
  - (c) ensure that the Trailer is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by competent personnel in accordance with any operating instructions provided by Trailer2You which include the Trailer2You List of What We Don't Move included as Annexure A to these terms;
  - (d) take such steps (including compliance with all safety and usage instructions provided by Trailer2You) as may be necessary to ensure, so far as is reasonably practicable, that the Trailer is at all times safe and without risk to health when it is being set, used, cleaned or maintained. As advised in the List of What we Don't Move, no concrete or concrete mixing equipment is to be carried or moved in any Trailer2You equipment. This includes the prohibiting of any concrete mixing in the Trailer2You trailer;
  - (e) for any long term hires, make Trailer available to Trailer2You or its employees or agents for scheduled maintenance as notified by Trailer2You from time to time or otherwise required;
  - (f) make no alteration to the Trailer and shall not remove any existing component(s) from the Trailer unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Trailer shall vest in Trailer2You immediately upon installation;
  - (g) keep Trailer2You fully informed of all material matters relating to the Trailer;
  - (h) only use the Trailer on gazetted roads and not use the Trailer on unsealed roads;
  - (i) permit Trailer2You or its duly authorised representative to inspect the Trailer at all reasonable times and for such purpose to enter any premises at which the Trailer may be located that is controlled by the Hirer, and grant reasonable access and facilities for such inspection;
  - (j) not, without the prior written consent of Trailer2You, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Trailer or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (k) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Trailer2You in the Trailer;
  - (l) not dispose of, sell or assign any right or interest, grant any Security Interest in, or part possession with the Trailer during the Term;
  - (m) not suffer or permit the Trailer to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Trailer is so confiscated, seized or taken, the Hirer shall notify Trailer2You and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Trailer and shall indemnify Trailer2You on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
  - (n) not use the Trailer for any unlawful purpose;
  - (o) ensure that at all times the Trailer remains identifiable as being Trailer2You's property and wherever possible shall ensure that a visible sign to that effect is attached to the Trailer;
  - (p) deliver up the Trailer at the end of the Hire Period or on earlier termination of these Terms at such address as Trailer2You requires, or if necessary allow Trailer2You or its representatives access to any premises where the Trailer is located for the purpose of removing the Trailer; and
  - (q) not do or permit to be done anything which could invalidate the insurances referred to in clause 13.
- 14.3 The Hirer must only use the Trailer in accordance with applicable road safety rules.
- 14.4 The Hirer warrants that the Hirer has the necessary skills and expertise to:
- (a) correctly connect and disconnect the Trailer coupling hitch;
  - (b) correctly apply the safety chain connections to the Trailer;
  - (c) correctly apply the Trailer light plug connections;
  - (d) conduct the light operation checks, prior and after use;
  - (e) ensure safe load distribution on and off the trailer;
  - (f) ensure any load is safely secured during loading and unloading activities, or when parked or under tow;
  - (g) correctly secure the jockey wheel when the trailer is both under tow and not under tow;
  - (h) assess the maximum load rating allowed for the Trailer;
  - (i) connect the braking system of the trailer, including the Elecbrake Bluetooth Braking System (if applicable); and
  - (j) not operate the Trailer with over or under inflated tyres.
- 14.5 The Hirer acknowledges that Trailer2You shall not be responsible for any loss of or damage to the Trailer arising out of or in connection with any negligence, misuse, mishandling of the Trailer or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify Trailer2You on demand

against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with these Terms.

## 15. Maximum loads and towing capacity

- 15.1 The Hirer acknowledges that the aggregate Trailer mass must not exceed the maximum towing capacity of the towing vehicle as specified in the vehicle's hand book.
- 15.2 The Hirer acknowledges and agrees that the:
- (a) maximum load carrying capacity of a premium class heavy duty car trailer rated at 3200kg GVM is 2200kg;
  - (b) maximum load carrying capacity of a premium class heavy duty tandem cage trailer rated at 3200kg GVM is 2400kg;
  - (c) maximum load carrying capacity of a premium class heavy duty hydraulic tipping trailer rated at 3200kg GVM is 2000kg;
  - (d) maximum load carrying capacity of a premium class heavy duty tandem flat deck trailer rated at 3200kg GVM is 2000kg;
  - (e) maximum load carrying capacity of a premium class plant trailer rated at 3200kg GVM is 2200kg;
  - (f) maximum load carrying capacity of a premium class large enclosed furniture trailer rated at 3200kg GVM is 2000kg;
  - (g) maximum load carrying capacity of a heavy duty car trailer rated at 2000kg GVM is 1200kg;
  - (h) maximum load carrying capacity of a large enclosed furniture trailer rated at 2000kg GVM is 1000kg;
  - (i) maximum load carrying capacity of a medium enclosed furniture trailer rated at 1500kg GVM is 750kg;
  - (j) maximum load carrying capacity of a small cage trailer rated at 750kg GVM is 400kg;
  - (k) maximum load carrying capacity of a medium cage trailer rated at 1500kg GVM is 900kg;
  - (l) maximum load carrying capacity of a medium cage trailer rated at 750kg GVM is 350kg;
  - (m) maximum load carrying capacity of a large cage trailer rated at 2000kg GVM is 1200kg.
- 15.3 The Hirer acknowledges and agrees that:
- (a) the Trailer dimensions advertised are approximates only, and it is the responsibility of the Hirer to make their own enquiries as to load capacity of the Trailer;
  - (b) single axle trailers without brakes must not be used to carry more than 400 kg unless registered to carry more;
  - (c) the majority of the weight of any Trailer load must be located in a position that is forward of the Trailer axles, and it is recommended that 70% of the load be in the front half of the cargo space of the Trailer;
  - (d) the Hirer must not exceed the applicable speed limit which applies to towing trailers;
  - (e) it will not load, tow or otherwise travel with the trailer on any kind of unsealed road/roadway/laneway (that does not have a sealed bitumen surface) or any other transportation route;

- (f) the Trailer must not be towed onto the beach or submersed into salt water; and
- (g) Trailers fitted with brakes may not be towed where the vehicle's maximum towing capacity is less than the total weight of the trailer and any equipment or load on the trailer.

## 16. Secure the Load

- 16.1 The Hirer agrees to secure all property and goods within the parameters of the Trailer. The Hirer is responsible for the correct and safe connection of the Trailer to the towing vehicle. The Hirer will tie down or secure the load using the correct restraints including tie down ratchet straps and/or trailer nets as offered by Trailer2You and further set out in the National Transport Commission's [Load Restraint Guide and website](#).
- 16.2 The Hirer agrees not to use the winch on the car carrier to secure the load under any circumstances.
- 16.3 The Hirer agrees that all fully enclosed Trailers (including furniture vans and furniture trailers) are not guaranteed to be waterproof, or dust proof and that the Hirer must take precautions to prevent water damage to any goods the Hirer encloses within the Trailer.
- 16.4 The Hirer agrees to have the Trailer coupling attached to the tow vehicle at all times whilst loaded and during unloading.
- 16.5 The Hirer agrees to:
- (a) use the jockey wheel to raise and lower the Trailer; and
  - (b) not use the jockey wheel to manoeuvre the Trailer.

## 17. Trailer warranty

- 17.1 Trailer2You warrants that the Trailer is in good and proper order, repair and condition and complies with the manufacturer's specifications.

## 18. Maintenance and repair

- 18.1 If the Hirer reasonably believes that the Trailer requires major maintenance or repairs, it must notify Trailer2You immediately and must cease using the Trailer immediately so as to prevent damage to the Trailer and to allow Trailer2You to conduct any necessary maintenance or repairs.
- 18.2 The Hirer must:
- (a) inform Trailer2You as soon as is reasonably practicable of any damage to the Trailer, including the extent of such damage and its cause;
  - (b) carry out daily prestart and safety checks;
  - (c) advise Trailer2You when servicing is due;
  - (d) ensure the Trailer is kept in a clean and tidy state at all times; and
  - (e) not operate any damaged Trailer without the prior written consent of Trailer2You;
  - (f) not allow repairs to be carried out or costs to be incurred on behalf of Trailer2You without having first obtained written authority from Trailer2You or its servant.
- 18.3 The Hirer acknowledges that the Hirer is responsible for all punctures and that no claim or refund for tyres will be met by Trailer2You.

## 19. Return of Trailer

- 19.1 The Hirer must return the Trailer on expiry of the Hire Period in the condition it was in at commencement of the Hire Period, fair wear and tear accepted.
- 19.2 The Hirer acknowledges and agrees that in the event that the Hirer fails to return the trailer to the address noted on the Hire Booking that the Hirer will be liable for the collection fee in its entirety. The Hirer agrees to have the collection fee of \$2,300.00 in full charged to the credit or debit card of the Hirer.
- 19.3 Should the Hirer be late for the collection of the Trailer or unable to return the Trailer by the nominated pickup time noted on the Hire Booking the Hirer must advise the Trailer2You service representative immediately. The contact details are available on the Hire Booking via the Trailer2You App. It is at the discretion of Trailer2You, and subject to availability, to extend any hire beyond the agreed Hire Period.
- 19.4 At the end of the Hire Period, the Hirer must pay Trailer2You:
- (a) any costs incurred by Trailer2You in reinstating the Trailer to the same condition it was in at commencement of the Hire Period, fair wear and tear accepted including any cleaning costs under clause 21.2; and
  - (b) for all Substantial Damage arising from a Major Breach of these Terms.
- 19.5 The Hirer authorises Trailer2You to charge the Hirer's credit card with the unpaid amounts under clause 19.4 within a reasonable time after expiry of the Hire Period.

## 20. Post hire inspection procedure

- 20.1 Trailer2You will take reasonable steps to conduct a post rental inspection in the Hirer's presence.
- 20.2 The Hirer understands its obligation to wait for the full inspection by Trailer2You, and Trailer2You will execute the post hire inspection as expeditiously as possible at the designated pick up time, subject to the Hirer having the Trailer and any ancillary equipment available.
- 20.3 If Damage is detected, Trailer2You will notify you immediately i.e. at the time of the full inspection at the designed pick up time.

## 21. Cleaning

- 21.1 The Hirer agrees to clean the Trailer prior to returning the Trailer to Trailer2You. The Trailer must be properly cleaned by the Hirer prior to the agreed time of collection that appears on the Hire Booking.
- 21.2 Any failure by the Hirer to properly attend to cleaning of the Trailer to a satisfactory condition as determined in the sole discretion of Trailer2You will incur a \$150 cleaning fee payable by the Hirer.

## 22. Damage through misuse

- 22.1 If the Trailer is lost or damaged due to any fault of the Hirer of anyone for whom the Hirer is responsible, through any misuse of the Trailer or any breach of these Terms, the Hirer is responsible for any such loss or damage and must make good that loss or damage to the Trailer at its expense as soon as reasonably practicable.

## 23. Fines and Traffic infringements

- 23.1 The Hirer must pay:
- (a) all tolls;

- (b) fines or charges imposed for parking;
- (c) infringements and fines imposed for speeding and other driving offences; and
- (d) fines or charges imposed for release of the Trailer if it has been seized by a regulatory authority;

- 23.2 The Hirer is responsible for any traffic infringement notices received by Trailer2You during the Hire Period relating to the Trailer. All penalty and traffic infringement fines (including but not limited to, exceeding speed limit, red light camera and parking fines) will incur an administration fee of \$100.00 in addition to the value of the fine or penalty applicable.
- 23.3 Trailer2You may charge the Hirer a \$35.00 administration fee for toll fees incurred by Trailer2You on the Hirer's behalf plus the value of the toll fee.
- 23.4 The Hirer agrees that in the event of any fine being issued to Trailer2You, relevant information of the Hirer will be provided to the relevant authority which issued the fine. Trailer2You accepts no responsibility for the conduct of the Hirer, and will take all steps necessary to assist any authority as legally required.
- 23.5 The Hirer authorises Trailer2You to charge the credit or debit card of the Hirer for all such administration fee/s plus the value of the applicable fee or statutory fine.

## 24. Indemnity

- 24.1 The Hirer agrees to use, operate and possess the Trailer at the Hirer's risk. The Hirer agrees that Trailer2You will have no responsibility or liability for any loss or damage to any property of the Hirer. To the full extent permitted by law the Hirer releases and discharges Trailer2You and its agents and employees from:
- (a) all claims and demands on Trailer2You; and
  - (b) any loss or damage whatsoever and whenever caused to the Hirer or its agents or employees whether by way of death of, or injury to, any person of any nature or kind, Accident or damage to property, delay, financial loss or otherwise;
  - (c) arising directly or indirectly from or incidental to a breakdown of, or defect in, the Trailer or any Accident to or involving the Trailer or its use, operation, repair, maintenance or storage (whether occasioned by the negligence of Trailer2You or otherwise) or which may otherwise be suffered or sustained in, upon or near the Trailer.
- 24.2 The Hirer assumes liability for, and indemnifies and will keep indemnified, protected, saved and harmless Trailer2You and its agents and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and all expenses legal or otherwise (including court costs and legal fees reasonably incurred) and of whatsoever kind and nature (including claims based upon strict liability in tort):
- (a) arising out of or alleged to arise out of the use (including by reason of the use or incorporation of any invention resulting in infringements of patents), repair, maintenance (other than for fair wear and tear), storage, or operation of the Trailer, and by whomsoever used or operated;
  - (b) incurred by Trailer2You in respect of any loss of the Trailer by seizure, distress, execution or other legal process, confiscation or forfeiture of the Trailer; or

- (c) arising out of any claim for patent, trade mark or copyright infringement, for strict liability, or for any other reason being made against Trailer2You in connection with the Hirer's use of the Trailer or its operation.

24.3 The indemnities and assumptions of liability contained in clauses 24.1 and 24.2 will continue in full force and effect notwithstanding the termination of these Terms whether by expiration of time or otherwise as to any act or omission relating to the Trailer occurring during the continuance of these Terms which at any time is claimed to have created a cause of action against Trailer2You or assumption of liability by the Hirer.

## 25. Exclusion of liability

25.1 The Hirer acknowledges that If the Australian Consumer Law applies to the supply of goods or services under these Terms, Trailer2You acknowledges and agrees that its goods and services come with a guarantee that cannot be excluded under the Australian Consumer Law, and that the following mandatory notice under section 102(1) of the Australian Consumer Law that must be provided to the Hirer will apply:

*Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, the Hirer is entitled:*

- *to cancel your service contract with us; and*
- *to a refund for the unused portion, or to compensation for its reduced value.*

*You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.*

25.2 Subject to clause 25.1, Trailer2You agrees that to the full extent permitted by law neither Trailer2You gives, nor any dealer, other previous owner of the Trailer or any person purporting to act with the authority of Trailer2You has given, any condition, warranty or representation whatsoever in favour of the Hirer:

- (a) as to the condition or quality of the Trailer including, without limitation, latent and other defects and whether or not discoverable by Trailer2You or the Hirer;
- (b) as to the suitability or fitness for ordinary or any special use or purpose of the Trailer; or
- (c) as to the correspondence by the Trailer to any description of it.

25.3 If the Hire Agreement includes the supply of goods, our liability for a failure by us to comply with the statutory guarantees is limited to, at our election:

- (a) the replacement of the goods by the supply of equivalent goods;
- (b) the repair of the goods; or
- (c) the payment of the cost of replacing the goods to acquire equivalent goods;

25.4 If the Hire Agreement is for the supply of services, the Trailer2You liability for a failure by Trailer2You with the statutory guarantees is limited to, at our election:

- (a) supplying the services again; or

- (b) payment of the cost of having the services supplied again.

## 26. Limitation of Liability

26.1 If the Hirer is not a consumer within the meaning of the Australian Consumer Law, then this clause applies. If you are not a consumer:

- (a) to the full extent permitted by law, Trailer2You's liability for breach of an implied warranty or condition is limited to the supply of the services again or payment of the costs of having those services supplied again;
- (b) Trailer2You accepts no liability for any loss whatsoever including consequential loss suffered by you arising from services supplied by Trailer2You;
- (c) Trailer2You does not accept liability for anything contained in the post of a user or in any form of communication which originates with a user and not with Trailer2You; and
- (d) Trailer2You does not participate in any way in the transactions between users.

26.2 However, without limiting clause 26.1, if or where a court of competent jurisdiction finds that Trailer2You and/or its associated entities is or are liable for any damage to the Hirer, your associates or associated entities, the aggregate liability of Trailer2You shall not exceed the fee paid or payable by the Hirer for the relevant service.

26.3 The Hirer indemnifies and releases Trailer2You and its associated entities from all claims arising out of, incidental to, or consequential from the use of Trailer2You services for damage or loss to the Hirer or the Hirer's associates or associated entities.

## 27. Refund and Cancellation

27.1 If the Hirer wishes to cancel a Hire Booking, the Hirer acknowledges that:

- (a) a minimum notice period of 24 hours must be given on all cancellations prior to the start time and date of the Hire Booking in order to receive a refund;
- (b) a holding and cancellation fee of twenty percent (20%) of the booked hire fee (or part thereof) calculated from the time of booking will be deducted from the refund;
- (c) any notice pursuant to this clause is to be made by contacting Trailer2You by telephone at the details set out in the Hire Booking or otherwise on the Trailer2You App.

27.2 The Hirer will be charged the Hire Charges for the Hire Period if:

- (a) the booking is cancelled within 24 hours to the Start of the Hire; or
- (b) the Hirer fails to notify Trailer2You of the intended cancellation prior to the Start of the Hire and fails to be at the agreed location to take delivery of the trailer,

unless Trailer2You is able to rent the Trailer to another Hirer for an equivalent term and rate.

27.3 A cancellation is not effective until acknowledged and confirmed by Trailer2You.

27.4 There is no refund for early return of the Trailer prior to expiry of the Hire Period, unless otherwise agreed in writing with Trailer2You (at its sole discretion).

## 28. End of Hire Period and return of Trailer

- 28.1 At the completion of the Hire the Hirer must at its own expense return the Trailer and ancillary equipment to the agreed location stated on the Trailer2You App.
- 28.2 The Trailer must be parked at the agreed location enabling Trailer2You to pick up the Trailer as agreed, at the end of the hire. In the event that the Trailer is not delivered to the agreed location by the Hirer as agreed on the Trailer2You App, the Hirer acknowledges and agrees to pay Trailer2You in full the standard trailer recovery fee of \$2,300 (up to and including 500km, and then an addition \$1 per km thereafter) if the Hirer fails to return the Trailer to the agreed pick up location stated on the Trailer2You App.
- 28.3 The Hirer is also liable for all freight and other charges Trailer2You or the Hirer incurs in respect of the return of the Trailer.
- 28.4 The Hirer must ensure the Trailer is available for collection at the end of the Hire Period:
- (a) on the date and by the time shown in the Trailer2You App;
  - (b) in a reasonable state of cleanliness; and
  - (c) in the same mechanical condition it was in at the Start of the Hire Period, fair wear and tear excepted.

If the Hirer seeks to return the Trailer:

- (a) earlier than the date shown in the Trailer2You App there is no entitlement to a refund; or
- (b) at any time outside the normal business hours of Trailer2You, the Hirer must pay for the daily Rental Charges and all Damage as Trailer2You may deem appropriate, unless Trailer2You has agreed to a variation to the existing Hire Agreement contained in the Trailer2You App.

## 29. Occupational Health and Safety Requirements

- 29.1 As the holder of a current driver's licence, the Hirer understands and acknowledges the obligation the Hirer has to safely operate the Trailer on any type of designated or undesignated roadway, or property access way, in accordance with the state or territory road safety rules that apply to the Hirer's rental.
- 29.2 The assistance provided by Trailer2You is limited to ensuring that the Hirer has a basic understanding of trailer hire. Trailer2You is not an authorised trainer or assessor in safe driving or towing and cannot assist the Hirer in this respect. If at any time the Hirer does not feel competent to operate the trailer, Trailer2You recommends that the Hirer does not hire the trailer at this time and contacts an authorised training organisation and/or state transport authority.
- 29.3 Every effort is undertaken to ensure that the Trailer is in a safe and roadworthy condition but the Hirer must not use the Trailer if there are any doubts about its safety or roadworthiness and the Hirer must report this immediately to Trailer2You.
- 29.4 As part of the hire programme and in addition to these Terms, it is the responsibility of the Hirer to remove any rubbish or sharps and to report any identified or potential faults with the trailer immediately to Trailer2You.

## 30. Accidents or Breakdowns

- 30.1 Trailer2You will provide the Hirer with a Trailer that is of acceptable quality and in good working condition taking into account the age of the Trailer but does not warrant that breakdowns will not occur. If the trailer breaks down during

the Hire Period the Hirer must contact Trailer2You to arrange assistance. Trailer2You will recover and repair the Trailer as soon as possible but if it cannot be repaired Trailer2You will use its best endeavours to provide a replacement Trailer when one is available. If the cause of the breakdown is attributable to the actions of the Hirer or conduct or preventative actions the Hirer failed to take, the Hirer is liable for all damage to the trailer and any costs incurred to recover the Trailer.

- 30.2 Subject to the Australian Consumer Law, Trailer2You is not responsible for:
- (a) loss of enjoyment; or
  - (b) consequential or economic loss.
- 30.3 Trailer2You is also not responsible for tyre changing.

## 31. Accident Reporting

### IMPORTANT NOTICE

A breach of any part of this clause 31 is a Major Breach of the Hire Agreement incorporated in the Trailer2You App. See Clause 32 for further details.

- 31.1 If the Hirer has an Accident or if the Trailer is stolen the Hirer must report the Accident or theft to Trailer2You within 1 hour of it occurring and fully complete an Accident/Theft report form.
- 31.2 If the Trailer is stolen or if the Hirer of the trailer has an accident where:
- (a) any person is injured;
  - (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
  - (c) the other party appears to be under the influence of drugs or alcohol,

the Hirer must also report the theft or Accident to the Police.

- 31.3 If the Hirer has an Accident the Hirer must:
- (a) exchange names and addresses and telephone numbers with the other driver;
  - (b) take the registration numbers of all vehicles involved;
  - (c) take as many photos as is reasonable showing:
    - (i) the position of all vehicles before they are removed for towing or salvage;
    - (ii) the Damage to the trailer;
    - (iii) the damage to any third party vehicle or property; and
    - (iv) the general area where the Accident occurred, including any road or traffic signs;
  - (d) obtain the names, addresses and phone numbers of all witnesses;
  - (e) not make any admission of fault or promise to pay the other party's claim or release the other party from any liability;
  - (f) forward all third party correspondence or court documents to Trailer2You within 7 days of receipt; and
  - (g) co-operate with Trailer2You in the prosecution of any legal proceedings that Trailer2You may institute or defence of any legal proceedings which may be instituted against the Hirer or Trailer2You as a result of an Accident, including attending Trailer2You's lawyer's office or any Court hearing.

## 32. Consequences of Major Breach

- 32.1 If the Hirer:
- (a) commits a Major Breach of the Hire Agreement in a way that causes Damage, theft of the trailer or third party loss; or
  - (b) tows the trailer in a reckless manner so that a substantial breach of road safety legislation, has occurred, and the Hirer has no Damage Cover,
- then the Hirer:
- (a) is liable for all damage, theft of the trailer and third party loss; and
  - (b) is liable for and must pay any additional costs or expenses Trailer2You may incur as a direct consequence.
- 32.2 Acting reasonably, Trailer2You may terminate the Hire Agreement and take immediate possession of the trailer if a breach of any part of clause 32.1 has occurred.
- 32.3 Trailer2You will provide the Hirer with details of the Damage on request by the Hirer, including, where required by law or applicable industry codes, documentation such as copies of the assessment, repair, towing and assessing invoices and photos of damage.

## 33. Privacy

- 33.1 Personal Information
- (a) Trailer2You is committed to respecting privacy and will not collect, use or disclose the Hirer's personal information where doing so would be contrary to law.
  - (b) When Trailer2You collects the Hirer's personal information Trailer2You will do so only for the purpose of providing rental services to the Hirer. If the Hirer chooses not to provide this information to Trailer2You then Trailer2You may not be able to provide the hire services to the Hirer.
  - (c) Trailer2You takes reasonable steps to make sure the Hirer's personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure. However Trailer2You does not warrant and cannot ensure the security of any information which you may provide to Trailer2You. Information you transmit to Trailer2You is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
  - (d) As part of the Hirer's use of the services provided by Trailer2You, Trailer2You may collect information and data in relation to location of your devices, potential security risks and other details. The Hirer grants to Trailer2You a perpetual and irrevocable licence to copy, modify and use the Hirer's data to allow Trailer2You to provide services to the Hirer and other customers, to improve products and services and to develop statistics which Trailer2You may use for research, publicity, marketing and other commercial purposes. If Trailer2You uses customer data for commercial purposes, Trailer2You will use all endeavours so that it is only published in a form that is non-customer identifiable.
  - (e) Trailer2You's policy in relation to its obligations under privacy legislation is set out in our separate

Privacy Policy which may be accessed from the home page on the Trailer2You website. We agree to comply with the Trailer2You privacy policy. There may be occasions where we collect and use data of a Hirer as described in these Terms & Conditions which are outside the scope of our privacy policy. If this occurs, the provisions of the Terms and Conditions shall apply to the extent they are inconsistent with the privacy policy.

- 33.2 Tracking Device
- (a) A tracking device is fitted to the Trailer to enable Trailer2You to monitor the operation of the Trailer and to track its movements.
  - (b) Information from the tracking device may be used during and after the Hire Period. When the Hirer uses the Trailer2You App, the Hirer is authorising Trailer2You and consents to the use of the tracking device.
  - (c) The Hirer must not tamper with the tracking device or remove it from the Trailer.

## 34. Intellectual Property Rights

- 34.1 The copyright to all content on the Trailer2You website, our services or contained within the app including applets, graphics, images, layouts and text belongs to Trailer2You and only Trailer2You has a licence to use those materials.
- 34.2 All trademarks, brands and logos generally which are used on the Trailer2You website, our services or contained in the app is either owned by us or we have a licence to use them. The Hirer's access to the Trailer2You website, our services or the app does not allow the Hirer to use those marks in any way, commercial or otherwise, without prior written permission from Trailer2You.
- 34.3 The Hirer confirms that they are a genuine consumer, and not a competitor or associate, servant, colleague or agent of a competitor of Trailer2You. In the event the Hirer is a competitor, who enters into a Hire Agreement for the purpose of accessing systems insights, data, processes or any other aspect of Trailer2You's operation, the Hirer will indemnify Trailer2You for all and any commercial losses sustained as a consequence of the deceptive practices. Additionally, Trailer2You will take all and any steps to ensure that any Hirer that is a competitor, is permanently suspended/refused hire or any Trailer2You service offering.

## 35. Hire the Driver

- 35.1 This clause 35 applies if you select to use the Trailer2You Hire the Driver service.
- 35.2 You acknowledge that:
- (a) the Trailer2You Hire The Driver service is limited to the driver assisting in the towing of the hired Trailer2You product and/or to assist the loading and unloading of allowed items, as set out in the Trailer2You List of What We Don't Move, which is annexed to this document or available on our website;
  - (b) there is a weight limit in regard to items the Hire the Driver service will handle (i.e. any item that can reasonably be lifted by one person, taking in to consideration Manual Handling Limits applied by industry and for the purposes of workplace safety);
  - (c) Trailer2You is not a common carrier and accepts no liability as such. We reserve the right to refuse the carriage of goods for any particular person and for

carriage of any goods or classes of goods at our discretion;

- (d) any items that require moving over balconies/railings require approval by the Trailer2You Hire the Driver service provider before relocation;
- (e) the Hire the Driver service does not include disconnection and reconnection of client's appliances (e.g. washing machine, dishwasher, etc). This is a matter for the Hirer and the sole responsibility of the Hirer;
- (f) Trailer2You cannot move goods that are hazardous, unlawful, illegal, stolen, flammable, explosive, volatile, perishable or anything that poses risk to any person, property, or the environment. Common items such as gas bottles, containing or storing petrol, and tins of paints cannot be moved by Trailer2You and/or Trailer2You Hire the Driver. A full List of potentially dangerous items and hazardous materials is attached to and forms part of these terms;
- (g) pianos of any design, make or model, including standard upright pianos and pool tables are specialist items and are not items covered in the Hire the Driver service; and
- (h) Trailer2You will not be held responsible for ensuring that any premises of the Hirer, including doors and windows, are locked, as this is the sole responsibility of the Hirer.

### 35.3 Fees and charges

- (a) Trailer2You Hire the Driver fees are charged on an hourly rate and are inclusive of GST. There is a minimum charge of three hours per use of the service, and then charges accrue in hourly increments for each part of an hour thereafter, if required. You acknowledge that you will be charged a full hour even where you do not use the service for the full hour. All fees are payable within the timeframe stated on the invoice, unless otherwise payable in advance.
- (b) Trailer2You fees start from the booking time on the T2Y application for the Hire the Driver service (i.e. whether it be a towing service or a service that involves pick-up, loading of goods, until the completion of offloading at the final destination address). However, this is in circumstances agreed to be within the stated travel radius (which is confirmed prior to commencement of the service).
- (c) A \$150 cleaning fee may be applicable in the event of dirt left in the Trailer2You vehicle following the Trailer2You service.
- (d) Any tolls incurred during the Trailer2You service will be charged to the Hirer. Any waste disposal fees incurred during the relocations will be charged to the Hirer. If no other means of payment is advised, payment will be taken via the credit card provided upon booking.
- (e) If the work the Hirer ultimately requires Trailer2You to do varies from the work for which a quotation or estimate has been given, or if Trailer2You is prevented from or delayed in undertaking the Services or any part thereof (except where that prevention or delay results from a factor within our control), Trailer2You will also be entitled to make a reasonable additional charge. Trailer2You will also be entitled to reimbursement from the Hirer of any amount which Trailer2You has been

required to pay to a third party (other than a Subcontractor) to obtain or effect delivery of the Goods.

- (f) If a date for the performance by Trailer2You of any Services is agreed upon in the quotation and acceptance or subsequently, and the Hirer requires that date to be altered or the Goods are not available on that date, Trailer2You will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.
- (g) If the Hirer arranges with Trailer2You or instructs Trailer2You that our charges are to be paid by a third party, the Hirer will remain liable for such charges until paid in accordance with this document.

### 35.4 Specialist items

- (a) Please notify Trailer2You if you have any of the following items needed to be included in the Hire The Driver service: Double Door Refrigerator, Piano, Pianolas or Organs, Safes, Spas, Items made from marble or granite, Commercial equipment i.e. Fridges, Ovens, Pot Plants, Animal Enclosures, Fish Tanks etc. These items, due to the excessive weight limit, are prohibited by the Trailer2You Hire the Driver service unless we otherwise agree.
- (b) Trailer2You reserves the right not to move any of the above listed items if not informed prior to commencement of the booking.

### 35.5 Insurance

- (a) Accidental insurance is not offered, nor provided, and therefore not included in the fee charged by Trailer2You Hire the Driver service.
- (b) We recommend the Hirer attend to insurance cover for goods whilst they are in transit or storage. This is a matter for the Hirer and Trailer2You accepts no responsibility in relation to insurance or lack thereof, in the event the Hirer has failed or elected not to obtain Accidental Insurance.
- (c) Despite all the care and expertise Trailer2You Hire the Driver takes, accidents can still happen and some things are outside our control. Trailer2You will endeavour to ensure there is no loss or damage, but will not be liable for any loss unless caused by the gross negligence of the Driver.

### 35.6 Packing materials

- (a) All packing materials are at an additional cost to the Hirer, which are set out in the T2Y app. All items purchased, irrespective of whether the Hirer uses them or not, are non-refundable.
- (b) All packing materials ordered must be paid for by credit card upon order ahead of delivery.
- (c) Trailer2You does not have a refund policy that applies to boxes or any consumable items purchased. There is no refund on boxes or consumable items purchased.
- (d) Trailer2You Hire the Driver service does not include a packing and unpacking service.

### 35.7 Photos and videos

Trailer2You Roadside teams may video or take photos of furniture and access for the purpose of training, safety,

accountability, marketing and for operational usage.

### 35.8 Hirer's Obligations and Warranties

- (a) The Hirer warrants that any information which the Hirer has provided to Trailer2You and which we have reasonably relied upon in providing the Hirer the Driver service, or the estimate of the resources necessary to carry out the work, is accurate.
- (b) The Hirer warrants that, in entering into the agreement with Trailer2You, the Hirer is either the owner of the Goods, or the authorised agent of the owner.
- (c) The Hirer warrants that the Goods do not include any firearms or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pests. Trailer2You may take any reasonable action, including destruction or disposal, as may be necessary and determined by Trailer2You in the event that goods are of a dangerous nature, without incurring any liability to the Hirer.
- (d) The Hirer will, prior to the commencement of the Hire the Driver service, notify the Hire the Driver service provider in regard to any goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment in any case having a value in excess of \$500.
- (e) The Hirer will ensure, to the best of their ability, that all goods to be removed (other than goods being removed from a store location) or stored are uplifted by Trailer2You and that none is taken in error.

### 35.9 Weather

- (a) To the extent permitted by law, Trailer2You shall not be liable for any damage or loss to property relating to weather:
  - (i) occurring during the provision of the Hire the Driver services;
  - (ii) where the Hirer is aware, or ought to be aware, of the risk of damage or loss to property relating to weather and the Hirer instructs Trailer2You to proceed with supply of services; or
  - (iii) where a Hirer has been informed of the risk of damage or loss to property relating to weather and the Hirer instructs Trailer2You to proceed with the supply of services despite that information.
- (b) Where Trailer2You Hire the Driver, in its discretion, deems that weather may increase the risks associated with the supply of removal services, Trailer2You Hire the Driver may:
  - (i) cancel or postpone the supply of services;
  - (ii) reschedule the supply of services to a different date or time: or
  - (iii) require the Hirer to accept (by any means, including a waiver) that Trailer2You will not be liable for damage or loss to property relating to weather, or any such claim, prior to supplying services.

### 35.10 Method of Carriage, Subcontractors and Ancillary Services

- (a) Trailer2You may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if Trailer2You do so, Trailer2You will continue to be responsible to the Hirer for the performance of the Services.
- (b) Any provisions in these conditions which limit Trailer2You's liability also apply to Subcontractors and to employees and to the employees of Subcontractors. For the purposes of this subclause, Trailer2You is, or is deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.
- (c) Trailer2You will or may, at the Hirer's request and as Your agent, arrange to have Ancillary Services undertaken by Third Party Providers, but Trailer2You accepts no liability, including liability for any loss or damage, arising out of the provision of Ancillary Services.

### 35.11 Delivery

- (a) In the event Trailer2You is unable to deliver the Goods that are the subject of the Trailer2You Hire the Driver service, either because there is no authorised person there to receive them on arrival, or because Trailer2You cannot gain access to the premises, or for any other reason beyond the control of Trailer2You, Trailer2You will be entitled to deliver and unload the Goods back to the originating location. If this happens, Trailer2You will endeavour to contact the Hirer, however ultimately it is the responsibility of the Hirer to ensure that any goods moved can be received at the destination.
- (b) The Hirer agrees to advise Trailer2You of an address to which Trailer2You can forward any notice or correspondence, and to promptly notify Trailer2You of any change of address.
- (c) Trailer2You is entitled, upon giving Trailer2You reasonable notice, to inspect the Goods in store, but a reasonable charge may be made by Trailer2You for this service.

### 35.12 Loss or damage

- (a) Our liability in relation to the Hire the Driver service is governed by the general terms of this document.
- (b) You acknowledge that:
  - (i) if the Goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking (as the case may be) was not undertaken by Us or a Subcontractor, Trailer2You will not be liable;
  - (ii) certain goods (including electrical and mechanical appliances, computer equipment, scientific instruments and certain musical instruments) are inherently susceptible to suffer damage or disorder upon removal. Unless that damage or disorder results from a failure to exercise due care and skill on Our part, Trailer2You will not be liable;
  - (iii) if the Hirer has elected not to take out any insurance over furniture items whilst in transit or storage and Trailer2You (or Our Subcontractor)

- did not package any furniture items for the Hirer prior to transit or storage, Trailer2You will only be liable for damage to the furniture items up to an amount that does not exceed the fee paid or payable by the Hirer for the relevant service;
- (iv) if you have elected not to take out any insurance over the Goods whilst in transit or storage, and We (or Our Subcontractor) have not packed the Goods for You, We will only be liable for lost, stolen or misplaced boxes or items up to an amount that does not exceed the fee paid or payable by the Hirer for the relevant service;
  - (v) you will be asked to sign an inventory or other documents at the conclusion of the transit and you are responsible at that time to confirm that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition. Any claim for loss or damage under this clause is to be notified by You to Trailer2You in writing, or by telephone and later confirmed in writing, as soon as possible and within a reasonable time after the date of delivery. We will have the best chance of locating any misplaced items, or ascertaining the cause of damage, if that notification is given to Trailer2You within 2 working days;
  - (vi) in any claim for loss or damage under this clause, any estimate of the inventory and value of the Goods which you have provided to us, whether for the purposes of insurance or otherwise, will be prima facie evidence that the total value of the Goods shall not exceed the fee paid or payable by the Hirer for the relevant service.
- (c) Notwithstanding any other provision, if you are not a consumer within the meaning of the Australian Consumer Law:
- (i) Trailer2You will not be liable for any loss or damage nor any delay which results from any cause beyond our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers;
  - (ii) Trailer2You will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by our negligence (including the negligence of any Subcontractor, but excluding the negligence of any Third Party Provider), and in any event that liability will be limited to the fee paid or payable by the Hirer for the relevant service;
  - (iii) the Hirer will be asked to sign an inventory or other document at the conclusion of the transit and the Hirer is responsible at that time to confirm that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition. In circumstances where Trailer2You is liable under this clause, notice of the claim must be given by the Hirer to Trailer2You as soon as possible, and written notice must be given within 14 days of the date of delivery or, in the case of loss, the date upon which the Goods would ordinarily have been delivered, failing which Trailer2You will have no further liability.

## 36. Disputes

- 36.1 If the Hirer or Trailer2You consider that a dispute has arisen in relation to this agreement (either during the Services, or after they have been completed), written notice of the dispute will be given to the other party. Even if that notice is given, the Hirer and Trailer2You must continue to perform any obligations outstanding by us under the agreement.
- 36.2 If the Hirer and Trailer2You cannot resolve the dispute, the Hirer is entitled to refer the dispute to the Australian Furniture Removers Association (telephone 1800 671 806) which has procedures for dispute resolution, and the parties will be bound by the outcome of that referral.

## 37. Marketing

- 37.1 The Hirer acknowledges that Trailer2You may use and disclose data recorded in relation to the hire of the Trailer under these Terms in conjunction with any future promotional or marketing activity undertaken by Trailer2You or its business partners, in accordance with its privacy policy available on the Trailer2You App.
- 37.2 All personal information collected by Trailer2You will be held in accordance with, and may be utilised pursuant to, Trailer2You's privacy policy which is available on the Trailer2You website.

## 38. Termination

- 38.1 Without affecting any other right or remedy available to it, Trailer2You may terminate the hire of the Trailer with immediate effect by giving written notice to the Hirer if the Hirer suffers a Default Event or the Hirer commits a Major Breach of these Terms.
- 38.2 Upon termination of these Terms, however caused:
  - (a) Trailer2You's consent to the Hirer's possession of the Trailer shall terminate and Trailer2You may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Trailer and for this purpose may enter any premises at which the Trailer is located; and
  - (b) without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to Trailer2You on demand:
    - (i) all Hire Fees and other sums due but unpaid at the date of such demand together with any interest accrued;
    - (ii) any costs and expenses incurred by Trailer2You in recovering the Trailer and/or in collecting any sums due under this document (including any storage, insurance, repair, transport, legal and remarketing costs).
- 38.3 If a Total Loss occurs in relation to the Trailer, Trailer2You may elect by giving notice in writing to the Hirer to:
  - (a) terminate the hire; or
  - (b) replace the Trailer with a similar Trailer, in which case the new Trailer will be deemed to have replaced the Trailer.
- 38.4 Termination or expiry of this document shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the document which existed at or before the date of termination or expiry.

### **39. General**

- 39.1 These Terms may only be amended by written agreement between all parties.
- 39.2 These Terms supersede all previous agreements about its subject matter. These Terms embody the entire agreement between the parties.
- 39.3 The failure of either party at any time to enforce any of the terms or provisions of these Terms or to exercise any right under these Terms does not constitute a waiver of any such right or affect the party's privilege to enforce that right.
- 39.4 Queensland law governs these Terms. Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts.
- 39.5 If any provision of these Terms is deemed to be or is adjudicated to be unlawful or unenforceable, such provision is to be severed from these Terms and all other remaining provisions remain in force.
- 39.6 No variation, modification or alteration of any of the provisions of these Terms is effective unless in writing and signed by each of the parties.
- 39.7 Trailer2You may assign these Terms or a right under these Terms at its absolute discretion. The Hirer may only assign these Terms or a right under these Terms with the prior written consent of Trailer2You Pty Ltd ACN 659 083 762, which it may grant or withhold at its absolute discretion.

### **38. Entire Agreement**

Subject to the terms agreed by the Hirer when the Hirer creates the registration for the services of Trailer2You and any other signed contract or agreement between the parties, this document (together with all of our policies available online, including the Trailer2You List of What We Don't Move) contains everything the parties have agreed to in relation to the subject matter it deals with. No party can rely on an earlier written document, or anything said or done by or on behalf of another party as giving rise to any requirement, undertaking, representation, warranty, or other obligation on behalf of either party.

# Trailer2You Terms and Conditions

## Annexure A - What We Don't Move

# TRAILER2YOU™

And T2Y Hire the Driver

## What We Don't Move Schedule

Trailer2You is pleased to offer outstanding service to help when you move. The Trailer2You Hire the Driver service is designed to provide additional support to you when you move.

Like any professional service company involved in the business of moving belongings, Trailer2You and the Trailer2You Hire the Driver service adopts the same policy in regard to the List of Non-allowables by the Moving Industry. Non-Allowable items is the industry term for items professional moving companies will not transport, and which are not to be transported in Trailer2You trailers, vans or other vehicles hired. They are included in the list of Trailer2You and Trailer2You Hire the Driver Service List of **What we Don't Move**.

### DON'TS:

## What items cannot be moved by Trailer2You and the Trailer2You Hire the Driver service?

This list not only includes no-brainers such as ammunition and gasoline, but also seemingly harmless items like nail polish and kids chemistry sets. Although not hazardous, Trailer2You does not allow the items on this list to be moved in its equipment or by the Trailer2You Hire the Driver service. The Trailer2You Hire the Driver service does not move perishable food and personal or sentimental items.

**We have listed the Potentially Dangerous Items and Hazardous Materials as part of the Prohibited Uses.**

## Potentially Dangerous Items and Hazardous Materials/Items

- Gasoline
- Oxygen bottles
- Lighter fluid
- Matches
- Propane cylinders
- Nail polish remover
- Uncovered or unsealed Paints
- Uncovered or unsealed Paint thinners
- Fireworks
- Human Waste, Human organs & allied products
- Anthrax
- **Under No Circumstances** are people to be transported in trailers (usual observation of Governmental road rules apply)
- Livestock
- Animals including dogs
- Loose fertiliser (fertiliser that is not secured in sealed bags or containers)
- Concrete. Under no circumstances is concrete mixing, production or manufacture to be conducted in any Trailer2You equipment, the subject of an Agreement between the Hirer and Trailer2You. **This is a strictly prohibited activity/use.**
- Used Tyres ( No transport by Trailer2You )

# Hazardous Material

Some of the items listed as hazardous may be surprising, but there are usually good reasons to have them included. Fertilizer, for example, can become highly explosive under the right circumstances. This was the primary component used by Timothy McVeigh in the Oklahoma City bombing that killed 168 and injured 800 in 1995.

Many of these items can be given to friends and family. Unwanted items will have to be disposed of properly. Contact your city or town authority for where to dispose of these items.

**Hazardous items are generally those considered explosive, flammable or corrosive.**

**Here's a list of common items that moving and service companies, including Trailer2You and the Trailer2You Hire the Driver consider non-allowable:**

Acids	Darkroom Chemicals	Loaded Guns
Aerosols	Fertilizer	Liquid Bleach
Ammonia	Fire Extinguisher	Matches
Ammunition <small>(including Reloading Supplies)</small>	Fireworks	Motor Oil
Car Batteries	Gasoline	Nail Polish
Charcoal	Household Batteries	Nail Polish Remover
Charcoal Lighter Fluid	Kerosene	Propane Tanks
Chemistry Sets	Lamp Oil	SCUBA Tanks
Cleaning Solvents	Liquid Bleach	Sterno <small>(Flammable hydrocarbon for cooking stoves)</small>

## Allowed Dangerous/Hazardous Materials/Items Allowed Uses and Activities

(exercising the required safety and care measures i.e. to a standard that is child protected)

### SAFELY SECURED

These can only be carried in safe, sealed packaging which are appropriately secured in the trailer. This is the responsibility of the Hirer, to pack and move safely and securely.

Sealed Paint Thinner	Sealed Pesticides	Sealed Pool Chemicals
Sealed Paints	Sealed Poisons	Sealed Weed Killer

## Perishables

**Food items are not allowed, for your safety.**

If your move will be picked up and delivered within 24 hours, Trailer2You Hire the Driver may allow perishables to be transported as long as they are properly packed. These items remain, at all times, your responsibility.

**Perishable items include those listed below.**

Frozen Food	Refrigerated Food	Produce
Opened Food Products	Plants, including Indoor	

## Personal or Sentimental Items

Professional movers don't like to transport these items because of the inherent risk of loss or damage and Trailer2You and our Hire the Driver service adopts the same industry professional moving standards. As the owner, these are the items you need to be under your control and care.

Sensitive electronics, such as laptops, might be damaged by temperatures when moving. Jewellery, cash, collections and personal video tapes or CDs also are valuables that should remain in the possession/control of their owner.

# Personal or Sentimental Items

Here's a look at what the moving industry and Trailer2You Hire the Driver service consider personal or sentimental.

Address Book	Computer Discs	Personal Video Tapes
Airline Tickets	Financial Documents	DVDs
Car Keys	Insurance Policies	Photographs
Car Titles	IRAs, Deeds, Tax Records	Photo Albums
Cash	Jewellery	Professional Files
CDs	Keys to furn..safe, home	Research Projects
Cell Phones	Laptop Computers	School Records
Certificates of Deposit	Medical, Dental Records	Sterling Silver
Checkbooks	Medicine	Stock or Bonds
Collections (coins, etc)	Pagers	Wedding Albums

# Government Requirements

It is the Hirer's responsibility to understand the governmental requirements in regard to hiring, which includes their responsibilities to ensure the appropriate loading and restraints are in place.

This is a legal requirement to secure the load to meet government standards. By Law the Hirer must secure the load with the correct restraints including trailer nets and or ratchet straps.

It is a requirement by Trailer2You that the Hirer reads its obligations under "The Load Restraint Guide for Light Vehicles 2018, issued by the National Transport Commission.

It is the Hirer's responsibility to access this document made available by the government at <https://www.ntc.gov.au/sites/default/files/assets/files/Load-Restraint-Guide-for-light-vehicles-2018.pdf>