

**The terms and conditions of hire set out herein are the only terms and conditions upon which the hirer may hire the trailer from the Owner and/or its agent.**

**TERMS AND CONDITIONS OF HIRE**

1. In this document the word 'Owner' means 'Charlie Samarasekara', and the word 'trailer' means 'the motorcycle trailer registration G147N hired from the Owner'.

2. The Hirer will at or before the commencement of hire inspect and confirm for itself that the trailer is in a good and serviceable condition.

3. Hirer agrees to insure his/her own property and towing vehicle against loss or damage for any reason whatsoever during the hireage period and agrees that no claim for loss or damage to any property or vehicle shall be made against the Owner.

4. The hirer shall use the trailer in a skillful and proper manner and shall not speed or overload it or use it other than for its normal intended purpose. The weight of the load must be distributed centrally over the axles of the trailer with at least 10% of the load at the tow coupling end of the trailer. The hirer must not exceed 90km per hour or less where lower speed limits apply. The hirer acknowledges that the New Zealand (NZ) Transport Agency requires flags and hazard warning panels for overhanging loads and also lighting requirements during hours of darkness. It is the hirer's responsibility to comply with all applicable rules and regulations including load capacity and operation of the trailer and of the towing car. The Hirer guarantees that they and any named authorized drivers and any other persons they allow to use the trailer:

I. 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;

II. 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

III. will follow any other applicable requirements and recommendations for trailer loading and towing issued from time to time by the NZ Transport Agency.

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

5. The Hirer agrees that it will not load, tow or otherwise travel with the trailer on any kind of unsealed road/roadway/laneway or any other transportation route. An unsealed road is defined as a road that does not have a sealed bitumen surface.

**UNDER NO CIRCUMSTANCES IS THE TRAILER TO BE TAKEN ONTO THE BEACH OR SUBMERGED INTO SALT WATER.**

6. Secure your load - Hirer agrees to secure all property/goods 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 3 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.

7. The hire contract may not be transferred or assigned to any other party without the prior consent in writing of the Owner.

8. The Hirer shall make his own insurance arrangements and assume all responsibility for any loss, damage or liability of, or arising from, the trailer while the trailer 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 Owners 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 replacement 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.

9. The Hirer must hold a valid New Zealand Drivers Licence (and allows for towing of the hired trailer) and confirms that they are the same person as named in the licence provided.

10. On the termination of the period of hiring, the Hirer at his own expense must return the trailer to the address 1/25 Pannill Place, Oteha, Auckland. The hirer acknowledges and agrees to pay in full to the Owner the standard trailer recovery fee of \$1000.00 should the hirer fail to return the hire item to the address stated on the hire contract docket.

11. When the trailer cannot be returned by the due time at the expiration of the hiring period ('due time') the hirer must advise the Owner as soon as possible before that due time. The hirer must advise the Owner of the estimated time of return and accept charges at the agreed day hire rate to extend the original hire period, subject to availability. The Owner reserves the right to refuse an extension and require the trailer to be returned by due date and time. This step terminates the contract between the Owner and the Hirer at the date and time advised by the Owner. Upon termination of the contract, failure by the hirer to return the trailer will be deemed intent on the part of the hirer to not return the trailer and the Police will be informed and the trailer reported as stolen. When a trailer is not returned by expiration time of the agreed hire period the post due-time period until return of the trailer shall be treated for charging purposes as overdue. The charge for overdue trailers will be 150% of the difference between the charge for the original hire period and the charge for the next available hire period ending when the trailer is returned. Late return not advised as above within 24 hours after the hiring expiry date will be considered as a stolen trailer and the hirer will be liable to prosecution for theft and all charges associated with recovering the trailer.

12. During the continuance of the hiring, the hirer will not -

- Sell, offer for sale, assign, mortgage, pledge or underlet the trailer or any interest of the hirer therein;

- Part with possession of the trailer;

- Allow any lien to be created in respect of the trailer whether for repairs or otherwise.

13. The hirer shall be responsible for all freight and other charges where incurred by the Owner or the hirer in respect of the delivery and return of the trailer.

14. In the event of a trailer breaking down the hirer shall arrange at his own expense to return it to the Owner or its agent forthwith. The period of the hire shall terminate upon such return of the trailer to the Owner or its agent; in no event shall the Owner be responsible for any expenditure, damage, liability and/or loss (including, without limitation any consequential or economic loss) incurred by the hirer arising out of any breakdown or failure of the trailer.

15. In the event of the hirer being delayed in returning the trailer, the hirer is required to advise the Owner as soon as possible before the expiry time of the hire period, as stated on the contract. If further delay is experienced, and the amended return time cannot be met, the hirer is then required to give further notice to that effect. The hirer agrees to indemnify the Owner against any costs and losses incurred by the Owner (including, without limitation, any consequential or economic loss) arising directly or indirectly in connection with the hirer's failure to provide such timely information.

16. Hirer will be totally responsible for any loss or damage caused to the trailer during the hire period and before its return to the Owner or its agent. In the event of an accident, the hirer will be liable for any costs incurred and all recovery charges to have the trailer returned to the nearest agreed repair location. This includes (but not limited to) all towing and storage fees incurred from the date of the accident under these terms in recovery of and repair of the trailer.

**17. INDEMNITY:** The Hirer shall indemnify and keep indemnified and save harmless the Owner and the Owner's servants and agents from and against all liability, expenses, damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of the trailer (by the Hirer and those for whom it is responsible) or otherwise.

**18. LIMITATION OF LIABILITY:** To the extent permitted by law, where the Hirer is hiring the trailer for the purposes of a business or uses it for business purposes nothing in the Consumer Guarantees Act 1993 and none of the guarantees otherwise implied under that Act shall apply. Further, in the case of a hiring for business purposes the maximum total liability of the Owner to the Hirer or its agents arising from or in connection with any defect in the trailer or breach of the Owners obligations under the hire agreement or otherwise arising in negligence or at law shall be limited to the total hire charge that has been paid or is due to be paid by the Hirer under the hire agreement and in no event shall the Owner be liable for any consequential or economic loss incurred or suffered by the Hirer or its agents.

**19. OPERATION OF CLAUSE:** To the extent that clauses 17 and 18 are inconsistent with other clauses, terms or conditions of the hire contract clauses 17 and 18 shall prevail and override those other provisions to the extent of such inconsistency.

20. The hirer agrees that he will not allow repairs to be carried out or costs to be incurred on the Owner's behalf without having first obtained an authority number from the Owner or its agent.

· Hirer agrees to carry a spare wheel (where provided) for the trailer at all times.

· Hirer agrees to carry a wheel brace and jack at all times,

The Hirer acknowledges that he is responsible for all punctures and that no claim or refund for tyres will be met without presenting the tyre in question to the Owner or its agent.

**21. IMPORTANT TOWING VEHICLE LIMITATIONS:**

The Aggregate Trailer Mass (i.e. mass of trailer plus load) MUST NOT exceed the maximum towing capacity of the tow vehicle as specified by the vehicle manufacturer. The towing capacity of vehicles is usually provided in the vehicle operator's hand book. Also check the towbar manufacturers specification plate on towbar as the two may differ.

**LONG TERM HIRES**

22. It is the hirer's responsibility to keep the trailer in a roadworthy condition.

23. Any faults with the trailer must be reported to the Owner prior to further use of the trailer.

24. There is no refund for early return of the trailer.

**TOLLS, FINES and ADDITIONAL CHARGES**

25. All toll fines will be charged a \$35.00 administration fee plus the value of the toll fee or fine.

26. All penalty and traffic infringement fines (e.g. but not limited to, exceeding speed limit, red light camera and parking fines) will be charged a \$35.00 administration fee, plus the value of the fine or penalty if applicable.

**REFUND and CANCELLATION POLICY**

27. There is no refund for any early return of the hired trailer.

28. To the extent permitted by law the Owner shall not be liable to the Hirer or its agents in respect of any breakdown or failure of the trailer.

**ATTENTION: BEFORE STARTING OFF ON YOUR HIRE**

29. Safety chains must be attached to tow vehicle correctly.

30. Ensure coupling handle is correctly down and attached securely.

31. Ensure all lights are working correctly. It is recommended that you drive with your lights on to increase visibility to other drivers while towing.

32. The Hirer indemnifies the Owner from and against (and shall pay upon demand) all costs and expenses (including all legal costs and expenses on a full indemnity basis and also all debt collector commissions, costs and expenses) incurred or suffered by the Owner in or in connection with the enforcement or attempted enforcement of the Owners rights and remedies arising from any breach by the Hirer (or those for whom it is responsible) of these terms and conditions or any other breach of the hire contract and/or incurred or suffered by the Owner in suing for or attempting to sue for and recover any sum due by the Hirer to the

Owner under these terms and conditions or otherwise due to the Owner under the hire contract.

33. The Hirer agrees and acknowledges that in regard to all personal information concerning the Hirer provided to or obtained by the Owner, the Owner (and its agents and business partners): (i) may collect, use, keep and disclose the personal information to any third party for the purposes of administering and enforcing the hire agreement and these terms and conditions

(ii) may collect, use, keep and disclose the personal information to the NZ Transport Agency, the Police or any other government departments or agencies for the purposes of seeking information about the Hirer or in connection with any infringement or other law enforcement action taken or considered by such organisations.

### **OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS FOR TRAILER HIRE**

34. As a holder of a current drivers licence, the Hirer warrants to the Owner that the Hirer understands the obligations it has to safely operate the towing vehicle on any type of designated or undesignated roadway, or property access-way, in accordance with the Land Transport Act 1968 and all applicable rules and regulations under that Act (and any amendments to that Act and those rules and regulations) and all applicable rules and requirements of the NZ Transport Agency. Our support to your safety is to try to ensure that you have the understanding required for the trailer hire. However, the Owner and your trailer hire agent are not authorised trainers or assessors in safe towing. If at any time, you feel that you are not competent to safely attach or tow the trailer, we recommend that you do not hire the trailer at this point and contact an authorised training organisation and/or the NZ Transport Agency. Every reasonable effort is undertaken to ensure your hire trailer is in roadworthy condition. Please do not use the trailer if there are doubts about its roadworthiness and report this immediately to the Owner or its agent. As part of the hire program and in addition to the conditions of use, it is your responsibility to report any identified or potential faults with the trailer, immediately or as soon as possible to the Owner or its agent.

**35. The Hirer hereby certifies and warrants to the Owner that he/she is competent with (and not limited to):**

- Correctly connecting and disconnecting the trailer coupling hitch.
- Correctly applying the safety chain and trailer light plug connections.
- Conducting light operation checks, prior and after use.
- Ensuring any load is safely secured during loading/unloading activities, or when parked or under tow.
- Ensuring safe load distribution on and off the trailer and adhering to the maximum load rating (350kg) allowed for this trailer.
- The braking system of the trailer (if applicable).
- Operating the trailer without over or under inflated tyres.

**· The Hirer agrees they will not hitch the trailer to their vehicle on anything other than a 50mm towball to suit the 50mm tow hitch on the trailer, as coupling the trailer to 1-7/8" towball can be extremely dangerous. The Owner has absolute discretion to deny or cancel any hire if the Hirer attempts to hitch the trailer onto the incorrect towball on their vehicle. The owner will not be liable for any loss and no compensation is payable for losses arising from cancellation of the hire.**

I \_\_\_\_\_ (Full name of Hirer), hereby agree to the terms and conditions stated above. I have paid particular attention to section 35 of this agreement.

**Driver's Licence # of Hirer:** \_\_\_\_\_

**Phone/Contact # of Hirer:** \_\_\_\_\_

**Email of Hirer:** \_\_\_\_\_

**Address of Hirer:**

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**My proposed period of trailer hire @ \$45 per day is,**

Pick up: \_\_\_\_\_ (Date) \_\_\_\_:\_\_\_\_ (Time)

Return: \_\_\_\_\_ (Date) \_\_\_\_:\_\_\_\_ (Time)

(Note: this is to aid in scheduling and is not a confirmation of hiring dates and times. Confirmation or amendments will be emailed back upon receiving this agreement)

**Hire add-ons:**

Loading Ramp (Free for duration of hire)

2x Tiedowns + 1x Rear wheel strap (Free for duration of hire)

X

\_\_\_\_\_  
Trailer Hirer Signature  
Hirer

*If you cannot fill this form out using Adobe Acrobat Fill & Sign and email it back to [riderscornernz@gmail.com](mailto:riderscornernz@gmail.com). You may instead do any of the following to confirm the agreement:*

- *Print, fill out and sign the form, scan and email to [riderscornernz@gmail.com](mailto:riderscornernz@gmail.com)*
- *Print, fill out and sign the form, take a picture of the completed page and email to [riderscornernz@gmail.com](mailto:riderscornernz@gmail.com)*
- *Copy, paste the required fields into an email and complete all details, fill the signature field with your initials and email to [riderscornernz@gmail.com](mailto:riderscornernz@gmail.com)*