Benaway Pty Ltd – ABN: 31 004 011 796 trading as Marsden Park Hire

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Cnr Richmond & Garfield Road, Marsden Park, NSW, 2765 (in the Trailer Hire Compound at the CALTEX Service Station)

Trailer Hire Terms and Conditions

- 1. All prices include GST.
- 2. A deposit of \$110.00 and the hire fee is required upon pickup. The deposit is returned when the trailer has been returned to Marsden Park Hire.
- 3. No L or (red)P licence holders can hire or tow, all hirers must be over 21 years of age and under 75 years of age.
- 4. Trailers must be returned to pickup location. (No one way hire.)
- 5. Maximum approximate carrying weights for trailers are as per weight guide.
- 6. All tow vehicles must be registered and insured.
- 7. Hirer agrees to insure his/her own property and towing vehicle against loss or damage for any reason whatsoever prior to loading or towing trailer and agrees that no claim for loss or damage can be made against the owner.
- 8. Malicious damage, damage from over loading or not securing the load properly plus recovery costs are at the hirers expense if incurred as a result from hire.
- 9. The trailer is not insured against malicious damage and is the hirers responsibility to keep it secure. The hirer accepts full liability for any cost relating to the trailer in the event that the trailer is lost or stolen in any way due to the hirer's negligence. It is the hirer's responsibility to take all precautions necessary to safeguard the trailer at all times. The hirer will be charged at new retail replacement cost to replace the trailer in the event that it is lost, stolen or severely damaged due to the hirer's negligence.
- 10. The hirer acknowledges and agrees to pay in full to Marsden Park Hire the standard recovery fee of \$2000 should the hirer fail to return the hire item to the address that is stated on the hire agreement.
- 11. The hirer authorises all charges for the hire of the trailer to be charged and debited to the hirer's credit card.
- 12. The hirer will be held fully responsible for any damage caused to the trailer whilst it is covered by this contract, and will also be liable for all costs incurred in recovery of and repair to the trailer.
- 13. In the event of a trailer breaking down, due to hirer misuse, the hirer shall arrange at his/her own expense to return it to the owner or its agent. The period of the hire shall be determined upon such return of the trailer to Marsden Park Hire. In no event shall the owner be responsible for any expenditure, damage or loss incurred by the hirer arising out of any breakdown or failure to the trailer.
- 14. The hirer shall use the trailer in a skilful and proper manner and shall not speed or overload it. The hirer must not exceed 80km per hour. It is recommended that 60% of the weight be in the front half of the trailer. The hirer acknowledges to have the safety chains connected, trailer plug connected and that all lights on trailer are working. The hirer warrants the owner that they have the knowledge, skill and ability required to enable them to carry out the loading and towing of the trailer without incident or accident. The hirer will not load or tow the trailer without the knowledge, skill and ability required fulfilling this guarantee.
- 15. Hirer agrees to secure all property goods or stocks within the parameters of the trailer so as to ensure that the said loads or part thereof will not under any circumstance part from or leave the trailer during transit or otherwise. The hirer will secure their load using suitable tie down material. The hirer agrees that the winch on the car carrier must not be used to secure the load. The hirer agrees that all fully enclosed trailers are not guaranteed to be waterproof or dustproof and that the hirer is responsible to take precautions to prevent water damage to any goods they enclose within the trailer.
- 16. The hirer acknowledges that he/she is responsible for all punctures and that no claims for tyres will be met without presenting the tyre in question to Marsden Park Hire.
- 17. All trailer are fitted with 12 volt lighting system and are not to be towed or connected to a 24 volt system.
- 18. A 50mm diameter tow ball is a standard requirement for all hired trailers.
- 19. It is the hirers responsibility to keep the trailer in a roadworthy condition. If the hirer feels that the trailer requires attention or has any faults they must be reported to Marsden Park Hire.
- 20. The hirer agrees that they will not allow any repairs to be carried out or costs incurred on the owners behalf without having first obtained authority from Marsden Park Hire.
- 21. The hirer shall not be compensated for any loss of time incurred by the hirer as a result of any component of mechanical failure of the trailer.
- 22. There will be no refund for any early return of the hired trailer.
- 23. I the customer authorises Marsden Park Hire to debit my credit card for all additional charges incurred under the terms and conditions of the hirer agreement.
- 24. Trailer damage waiver is included in the price on all hires. The damage waiver reduces your excess to \$650.00 in the event of an accident. (Accidental damage to the trailer or hire item only). Tyres, jockey wheel, broken lights, wiring, hirer's goods, and towing costs excluded. The damage waiver will not cover you the hirer in the event of overloading, unsecured loads, incorrectly loaded or unlawful use of the hired item.

Signature of Hire	r
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Marsden Park Hire

Trailer Hire Guidelines

TRAILER WEIGHTS GUIDE

Trailer Type 7x4 Caged (no brakes) single axle	Weight Empty kg + / - 15% 230kg	Approx. Carrying Capacity kg 520kg	Total Mass 750kg
8x5 Plain (no brakes) single axle	200kg	550kg	750kg
8x5 Caged (with brakes) tandem	450kg	1550kg	2000kg
Car Trailer (with brakes) tandem	450kg	1550kg	2000kg

Towing Ratio Requirements

The loaded mass of the trailer must not exceed the lesser of:

- # Rated capacity of the towbar and the tow coupling.
- # Maximum towing capacity of the vehicle.
- # Maximum rated carrying capacity of the tyres.
- # Maximum towing capacity of the trailer.

If the vehicle has not specified the maximum towing mass then the towing mass is:

One and a half times the unladen mass of the tow vehicle provided that the trailer is fitted with brakes which are connected and are in full working order.

The unladen mass of the towing vehicle if the trailer has no brakes.

Acknowledgements

I am competent with (and not limited to):

- # Correctly connecting and disconnecting the trailer coupling hitch. # Correctly applying the safety chain connections
- # Not to operate the trailer with over or under inflated tyres. # Correctly applying the trailer light plug connection.
- # Conduct the light operation checks prior and after use. # Ensure safe load distribution on and off the trailer.
- # The maximum load rating for the trailer. # The braking system of the trailer (if applicable).
- # Ensuring any load is safely secured during loading/unloading activities or when parked or under tow.
- # Correctly securing the jockey wheel when the trailer is both under tow and not under tow.

Handy Hints

As a holder of a current drivers licence, you understand the obligations you have to safely operate your vehicle on any type of designated or undesignated roadway, or property access way, in accordance to the states road safety traffic rules.

Our support to your safety is to ensure that you have the basic understanding of your trailer hire.

Marsden Park Hire is not an authorised trainer 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. Every effort is undertaken to ensure your hire trailer is in a roadworthy condition.

Please do not use the trailer if you have doubt that it is not roadworthy and report it to Marsden Park Hire.

Safe Operation of Winch

- # Before commencing to load, rolling stock tyres are to be inflated to recommended PSI. (not flat)
- # Maximum load for winch is S.W.L 1000KG, not designed for lifting and keep clear of all moving parts.
- # The winch is not to be used to unload or secure loads under any circumstances.
- # Before using winch ensure the ratchet on winch is engaged and keep engaged at all times under load.
- # Do not release winch cable to its full extent.

Checklist (before starting off on your hire)

- # Ensure coupling handle is connected correctly. # Jockey wheel is swung up or removed.
- # Safety chains must be attached to the tow vehicle correctly. # Ensure that all lights are working correctly.

Marsden Park Hire - Trailer Hire Guidelines (continued)

Driving Tips

The driver of the vehicle must:

- # Allow for extra length and width of trailers and their tendency to "cut in" on corners and curves.
- # Brakes should never be applied heavily when cornering or travelling around bends, particularly if road is wet or slippery.
- # Reversing with a trailer can be quite difficult and takes practice. With large trailers it is a good idea to always have someone outside the vehicle giving directions and guiding you.
- # The ride and handling of a vehicle & trailer combination are affected by wind, rough roads and passing other vehicles.
- # Trailers tend to jerk the back of the tow vehicles around and can cause sway (snaking). If a trailer starts to sway tow vehicle's brakes should not be applied except as an absolute last resort. If the trailer's brakes can be operated by themselves they should be applied gently, otherwise a steady speed or slight acceleration should be held if possible until the sway stops.
- # As trailers reduce the towing vehicle performance, much greater care is needed when overtaking because it takes much more time and distance and you will need to avoid "cutting off" the vehicle just overtaken, when returning to the left lane.
- # Sudden lane changes and changes of directions must be avoided to minimise the chance of causing sway.
- # When you are driving , you should look even further ahead than normal so that you can react to any changes in traffic or road conditions before they become a problem.
- # Longer distances must be allowed for joining a traffic stream, crossing intersections and when braking. A bigger gap must be left ahead to allow for the reduced braking ability and for overtaking vehicles to rejoin the left lane.
- # Accelerator, brake and steering must be operated smoothly and gently at all times, unnecessary movements of the steering wheel must be avoided because of the ease with which trailer sway can occur.
- # A lower gear should be used when travelling downhill to increase vehicle control and reduce strain on brakes.
- # Allow greater stopping distances.
- # Number plates and lights must not be obscured by the trailers load.

Loading Tips

- # Winches on car trailers are to winch your car onto the trailer only. DO NOT use the winch for securing the car or load onto the trailer or unloading the car from the trailer. Proper ropes, straps or chains must be used at all times.
- # Where a load must project it must not extend more than 150mm beyond the trailer's width or to more than 2.5 meters overall width, whichever is less.
- # Loads that project more than 1.2m behind a trailer must have a red flag attached to the end of the load. This flag must be at least 300mm square and clearly visible to vehicle's behind the trailer.
- # The overall length of the combination of vehicle and trailer including its load must not be more than 19 meters.
- # Loads should be kept as low as possible and should be positioned as close as possible to the axle or axles with about 60% of the total weight forward of the centre of the axle or axles.
- # With large trailers, fuel consumption increases greatly at higher speeds. The size of loads should be limited to what can be carried completely within the trailer.

Hirer's Information

- * Payments: Deposit of \$110.00 plus rental fee must be paid in advance upon pickup.
- * Deposit: \$110.00 cash, credit or eftpos. Licence ID required for proof.
- * Licence: No L or (red) P licence can hire trailer. Must be over 21 years old and under 75 years old.
- * Hire Duration: Choose carefully, once you leave with hired trailer you cannot change hire duration.
- * Multiple day hires: must be paid in advance otherwise daily rates apply.
- * Interstate/overseas licence holders must present a recent legal document with a current Sydney address, and have the same name as on licence accompanied with a valid credit card for deposit and rental fee.
- * Cash customers must present a recent legal document as proof of residence. Eg: Water, phone or electricity bill.

Trailer Insurance

The trailer is hired to you subject to the terms and conditions of the hire agreement.

From the time of hire, the hirer and authorised driver on the hire agreement take financial responsibility for the trailer hired. There is a standard collision damage liability of \$2500 or the trailer cost with the above hire rates for any damage caused to the trailer.

Trailer damage waiver is included in the price on all hires reducing the excess to \$650.

The damage waiver will NOT cover you the hirer in the event of theft due to hirer negligence, malicious damage, overloading, unsecured loads, incorrect loaded or unlawful use of the hired item.

The hirer will be charged at new retail replacement cost to replace the trailer in the event that it is stolen, lost or severely damaged. Excess is payable in full immediately irrespective of cause.

All accidents/incidents must be reported to Marsden Park Hire immediately upon return of the trailer.

Should the hirer/driver fail to comply with any terms and conditions of the hire agreement, all losses/damages arising from such event shall be at the hirer's expense.

Further terms and conditions shall apply.