

TRAILER AND DRY HIRE AGREEMENT

THIS AGREEMENT is made between the parties on the date set out in **ITEM A** of Schedule "A" BETWEEN the Party hereto named in **ITEM B** and hereinafter referred to as "Owner", AND the Party hereto named in **ITEM C** of Schedule "A" and hereinafter referred to as the "Hirer".

THE PARTIES AGREE

1. DEFINITIONS

The following words have the meanings in this Agreement unless the contrary intention appears:

- 1.1 **"Hire Agreement"** means this agreement including the text immediately above "The Parties Agree", any background recitals, attachments, schedules and links (if applicable) attached hereto which together shall form the one agreement and instrument irrevocably accepted by the parties upon signing.
- 1.2 **"Additional Fees"** means the fees set out in Schedule "C".
- 1.3 **"Authorised Driver"** means any driver of the towing Trailer who is approved by Us in writing to tow or use the Trailer.
- 1.4 **"Business Hours"** means 9.00am to 5.00pm, Monday to Saturday.
- 1.5 **"Commencement Date"** means the date referred to in **ITEM 1** of Schedule "A" being the date from which this Agreement commences.
- 1.6 **"Damage and Loss"** means:
 - (a) any loss or damage to the Trailer including its parts, components and accessories, including any GPS unit, that is not fair wear and tear;
 - (b) towing and salvage costs;
 - (c) assessing fees;
 - (d) claims administration fee; and
 - (e) Loss of use, and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Trailer unroadworthy is not fair wear and tear.
- 1.7 **"Damage Excess"** means the amount, up to which the Hirer must pay to the Owner in the event of an accident that causes Damage or third party Loss or the Trailer has been stolen.
- 1.8 **"Deposit Bond"** means the amount set out in **ITEM 4** of Schedule "A" which is to be held by the Owner for any loss or damages that it may suffer from a breach of this Agreement by the Hirer.
- 1.9 **"End Date"** means the date when the hire ceases referred to in **ITEM 2** of Schedule "A".
- 1.10 **"Equipment"** means any equipment or attachments supplied by the Owner set out in **ITEM 6** with the Trailer, of Schedule "A".
- 1.11 **"Excess"** means the sum of \$1,000.
- 1.12 **"Guarantor"** means the parties named in **ITEM D** of Schedule "A" guaranteeing the performance of the Hirer under this Agreement.
- 1.13 **"Hire Fee"** means the sum set out in **ITEM 3** of Schedule "A" plus any costs or interest.
- 1.14 **"Hirer"** means the person or corporation stated in Schedule "A" and where the context permits, includes the Authorised Person;
- 1.15 **"Insurance"** means full comprehensive insurance.
- 1.16 **"Intellectual Property"** means any intellectual property of the Owner, including but not limited to telemetry systems of special tracking data, including specific software and a separate tangible device to support this data, which form a part of the Intellectual Property, and do not form a part of the Equipment specified in **Item 6** of Schedule "A".
- 1.17 **"Jurisdiction"** means the laws and courts governing this Agreement set out in **ITEM 7** of Schedule "A".

- 1.18 **“Loss of Use”** means Owner’s loss calculated on a daily basis at the daily rate shown in the Hire Agreement because the Trailer is being repaired or replaced if it is written off as a result of an accident or it has been stolen.
- 1.19 **PPSR registration** means the registration of a security interest on the Personal Property Securities Register (PPSR) established under the *Personal Property Securities Act 2009* (Cth) (PPSA) to perfect, maintain, or enforce the security interest in accordance with the requirements of the PPSA.
- 1.20 **“Proof of Identity”** means 100 points of ID.
- 1.21 **“Replacement Value”** means the replacement value of the Equipment as determined from time to time by a manufacturer and applicable as at the date of the loss of the Equipment and taking into account all similar options and Equipment.
- 1.22 **“Terms & Conditions”** means the terms and conditions of this Hire Agreement together with the terms and conditions published on the Owner’s official web page (if applicable) as at the commencement date of this Agreement, where both sets of terms and conditions have equal legal force and complement each other.
- 1.23 **“Trailer”** means the trailer hired by the Hirer under this agreement and as referred to in **ITEM 5** of Schedule “A” of this Agreement.

2. COMMENCEMENT DATE AND END DATE

- 2.1 At the request of the Guarantor (where applicable) and subject to the terms and conditions of this Agreement, the Owner agrees to make available to the Hirer the Trailer and Equipment from the Commencement Date and until the End Date, or another time agreed by the Owner and Hirer in writing.
- 2.2 The Owner may, in its sole discretion and without providing reasons, refuse to supply the Trailer and/or Equipment at any time before commencement of the hire period.

3. GENERAL CONDITIONS

- 3.1 The Hirer agrees that the Trailer will only be used for its intended purpose and must not sub-hire or permit the Trailer and/or Equipment to be used by any third parties, without obtaining the express written permission of the Owner first. The Hirer undertakes to obtain any Authorised Driver’s agreement and consent to the terms of this Agreement prior to them using the Trailer and/or the Equipment.
- 3.2 By signing this Agreement, the Hirer acknowledges and accepts that the Trailer and Equipment hired must not be used for commercial freight or in off-road conditions during the hire period, unless permitted by the Owner in writing.
- 3.3 The Hirer will ensure that all persons using or operating the Trailer and/or Equipment are properly instructed in its safe and proper use. The Hirer must comply with all road safety laws at all times in relation to the use of the Trailer and/or Equipment.
- 3.4 The Hirer agrees to operate, maintain, store and transport the Trailer and/or Equipment at all times in a proper manner and where required strictly in accordance with any instruction provided by the Owner and with due care and diligence.
- 3.5 Any person towing, using or operating, or who may have control or custody of, the Trailer and/or Equipment, must be licensed and not be intoxicated or under the influence of any substance.
- 3.6 The Hirer must ensure the safe loading in accordance with load limits, securing and transporting of the Trailer and Equipment in accordance with all laws and manufacturer’s guidelines.
- 3.7 Licence requirements:
 - (a) The Hirer and any Authorised Driver must also have and present to the Owner a valid driver’s licence to drive the towing Trailer which is:
 - (i) issued in an Australian State or Territory; and
 - (ii) not subject to any restriction or condition;
 - (b) Learner drivers are not acceptable and must not tow the Trailer;
 - (c) The towing Trailer must not be driven whilst the Hirer driver’s licence is cancelled or suspended, including as a result of an accumulation of demerit points; or

(d) If the Hirer's driver's licence has been cancelled or suspended within the last 2 years, it must disclose that fact and the Owner may elect not to hire the Trailer and/or Equipment to the Hirer.

(e) The towing Trailer must never be driven by the Hirer or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

(f) The Hirer and any Authorised Driver must be at least 21 years of age. The Owner may cancel the booking or refuse handover of the Trailer if this requirement is not satisfied.

- 3.8 The Hirer agrees to comply with all occupational health and safety laws and regulations relating to the use of the Trailer or Equipment and associated operations.
- 3.9 The Hirer shall ensure the Trailer and/or Equipment is returned to the Owner clean and free of all foreign matter. Failure to do so will result in cleaning costs being charged to the Hirer.
- 3.10 The Hirer hereby indemnifies the Owner on a full indemnity client solicitor basis including paying all debt collection fees, legal fees, lost revenue and interest for any loss or damage to or consequential to the Trailer or Equipment which may be incurred or suffered by the Owner as a result of a breach of this Agreement by the Hirer.
- 3.11 Time shall be of the essence in relation to all obligations of the Hirer under this Agreement. A failure by the Owner to take advantage of a right under this Agreement shall not be construed to be a waiver of such right and time shall remain of the essence after any indulgence given or offered by the Owner to the Hirer.
- 3.12 All monies received by the Owner from the Hirer or in consequence of the enforcement of any right under this Agreement will be applied firstly in or towards satisfaction of any of the Owner's losses, damages, fees, costs, charges or expenses as provided in this Agreement; and finally, in, or towards satisfaction of accrued interest outstanding from time to time.
- 3.13 The Guarantors obligations under this Agreement shall be a joint and several obligations with the Hirer and a distinct obligation to that of the Hirer which obligation shall continue until all monies owed to the Owner (without compromise or set off) are discharged in full and the Owner has given a final discharge in respect of the monies outstanding under this Agreement.
- 3.14 Any payments to be made by the Hirer or any Guarantor under this Agreement in reduction of monies owed hereunder, will be made free of any set-off or counterclaim and of any deduction of any nature whatsoever or of any present or future taxes or imposts of any kind, withholdings, deductions or charges of whatsoever nature.
- 3.15 All Hire Fees and other monies payable under this Agreement are due and payable in advance and are payable to the Owner via cash (supported by a credit card), cleared electronic funds or credit card, or any other approved method of payment by the Owner.
- 3.16 Interest will begin to accrue on any late Hire Fees the day after they are due and payable to the Hirer and Interest on the late Hire Fees will be calculated at a monthly rate compounding of 2% per month until all Hire Fees costs and interest are paid in full.
- 3.17 The Hirer must not use the Trailer or Equipment for transport or storage of hazardous materials including, but not limited to: asbestos, corrosives, biological waste, toxic chemicals, flammables, or radioactive goods. Breach of this clause incurs an immediate cleaning and decontamination fee and may trigger early termination of the hire.

4. TRAILER AND EQUIPMENT INSPECTION

The Hirer acknowledges that before taking delivery of the Trailer and/or Equipment the Hirer inspected the Trailer and/or Equipment and acknowledges that it is free from any and all visible defects save for those identified in **Schedule "B"**.

5. DAMAGE TO TRAILER AND EQUIPMENT

- 5.1 The Hirer will be responsible for any loss or damages to the Trailer and/or Equipment irrespective of how the loss or damages occurred, except for the negligence of the Owner, and fair wear and tear, during the hired period.
- 5.2 The Owner may direct the Hirer to use the Owners preferred repairer, provided always that the Owners nominated repairers cost of repairing the Trailer and/or Equipment are fair and

reasonable and not adversely excessive but at all times must be done at the satisfaction of the Owner.

- 5.3 Where the Trailer and/or Equipment is damaged beyond repair, the Hirer will be required to pay the Hire Fee until such times as the Hirer has been paid the Replacement Value of the Trailer and/or Equipment in full.
- 5.4 If there is a breakdown or failure of the Trailer and/or Equipment the Hirer shall notify the Owner immediately so the Owner can take appropriate action.
- 5.5 The Hirer is liable for the payment of the new list price of the Trailer and/or any Equipment not returned to the Owner.

6. TELEMETRY DATA

- 6.1 The Owner is not liable for its reliance on any telemetry data provided to the Hirer in relation to the Equipment.
- 6.2 The Hirer acknowledges and affirms that:
 - (a) The Owner own all rights, title and interest (including intellectual property rights) in the data;
 - (b) The Hirer must obtain our prior written consent for the purposes for which the Hirer intend to use the Data and the Hirer must not disclose the data to any third party;
 - (c) The Owner do not warrant the accuracy of any data or guarantee that such data will be available to the Hirer throughout the Hire Period;
 - (d) The Owner is not required to retain any data and such Data may not be available for retrieval after the Hire Period; and
 - (e) The Owner may disclose, from time to time, any data to a third party who is not a party to this Hire Agreement (for example, location and utilisation data with respect to the example, location and utilisation data with respect to the Equipment) and the Owner is not required to obtain Hirer's prior consent with respect to such disclosure and such disclosure will not constitute a breach of this Agreement by the Owner.
 - (f) The Hirer release and indemnify the Owner with respect to all liability incurred in relation to use and reliance on any data, arising with respect to the disclosure of data to, and use of data by, a third party arising under or in connection with this clause.

7. INSURANCE

- 7.1 The Trailer and/or Equipment are insured for accidents and third-party claims subject to the Owner's insurance policy. Any claims under the insurance policy by the Hirer will be subject to the Excess which the Hirer must pay to the Owner, and which sum the Hirer authorises the Owner to deduct from their credit card.
- 7.2 By signing this Agreement, the Hirer accepts that any claims arising outside the scope of the Owner's insurance policy — including, without limitation, those resulting from negligence, off-road use, or any other misuse of the hired Trailer and Equipment — must be indemnified by the Hirer irrevocably and in accordance with clause 16 of this Hire Agreement.

8. NO DAMAGE WAIVER

- 8.1 The Owner does not offer a damage waiver. The Hirer is fully liable for all damage, loss, or theft of the Trailer and/or Equipment, regardless of cause, except to the extent caused solely by the negligence of the Owner, and the Owner does not offer any waiver for damage or loss caused by, but not limited to:
 - (a) Hirer's breach of this Agreement;
 - (b) Use in breach of any law;
 - (c) Misuse, overloading, or reckless use;
 - (d) Theft where security measures were not properly used;
 - (e) Unexplained disappearance;
 - (f) Use over water, on wharves, or in marine transport.

9. PPSR REGISTRATION

- 9.1 The Hirer acknowledges and agrees that the Owner may register any security interest arising under or in connection with this Agreement (including the lease of the Trailer and/or

Equipment) on the Personal Property Securities Register (PPSR) established under the Personal Property Securities Act 2009 (Cth) ("PPSA").

- 9.2 The Hirer undertakes to do all things and provide all information necessary (including executing documents) to enable the Owner to perfect, maintain, and enforce any security interest under the PPSA, including registering financing statements or financing change statements on the PPSR.
- 9.3 The following provisions of the PPS Law: section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); and section 134(1) (retention of collateral) confer rights on the Owner. The Hirer agrees that in addition to those rights, the Owner shall, if there is default by Hirer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Hirer agrees that Owner may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.
- 9.4 The Hirer waives any right to receive any notice under the PPSA (including a notice of verification statement) to the extent permitted by law.
- 9.5 The Owner and the Hirer agree that, to the extent permitted by the PPSA, sections 125, 142, and 143 of the PPSA do not apply to this Agreement or any security interest granted hereunder.
- 9.6 The Owner and the Hirer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Hirer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to the Owner the benefit of section 275 (6)(a) and the Owner shall not be liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this sub-clause.
- 9.7 The Hirer must not dispose or purport to dispose of, or create or purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Equipment other than with the express written consent of the Owner.
- 9.8 The Hirer must not lease, hire, bail or give possession ('sub-hire') of the Equipment to anyone else unless the Owner (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to the Owner and must be expressed to be subject to the rights of the Owner under this agreement. The Hirer may not vary a sub-hire without the prior written consent of the Owner (which may be withheld in its absolute discretion).
- 9.9 The Hirer must take all steps including registration under PPS Law as may be required to:
 - (a) ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
 - (b) enabling the Hirer to gain (subject always to the rights of the Owner) first priority (or any other priority agreed to by the Owner in writing) for the security interest; and
 - (c) enabling the Owner and the Hirer to exercise their respective rights in connection with the security interest.

10. LIABILITIES

- 10.1 During the operation of this Agreement, the Hirer will assume all risks and liabilities for, and in respect of, the Trailer and/or Equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Hirer's possession, use maintenance, repair, storage or transport of the Trailer and/or Equipment.
- 10.2 To the full extent permitted by law, the Owner disclaims all liability for and does not give any warranties to the Hirer as to the suitability or condition of the Trailer and/or Equipment.
- 10.3 The Hirer is strictly liable for any fines, damage, or loss resulting from exceeding the legal or manufacturer-specified load limits or towing capacities. The Hirer must confirm compatibility with the Towing Vehicle's tow rating and ATM/GTM requirements.

11. CHAIN OF RESPONSIBILITY OBLIGATIONS

- 11.1 The Hirer and any Authorised Driver must:
- (a) comply with all Chain of Responsibility Laws and must ensure that any activity relating to the Equipment (including scheduling, load restraint, transport movement) is undertaken in accordance with Hirer's Chain of Responsibility obligations;
 - (b) ensure that all of Authorised Drivers are bound by similar Chain of Responsibility obligations to those set out in this clause 10.
- 11.2 The Hirer irrevocably allows the Owner to audit your Chain of Responsibility Laws compliance and related documents, procedures, policies and records to ensure that you have the appropriate processes in place to manage Your Chain of Responsibility Laws obligations.

12. HIRE FEES

- 12.1 All amounts due and payable to the Hirer shall be inclusive of GST unless otherwise stated.
- 12.2 The Hirer must pay the Hire Fee to the Owner in advance.
- 12.3 All additional Hire Fees and Additional Fees are payable by the Hirer when the Trailer and/or Equipment is returned to the Owner or upon another date at the discretion of the Owner, or immediately upon breach of this Agreement.
- 12.4 If the Hirer returns the Trailer earlier than the date specified in the Hire Agreement, the Hirer acknowledges and agrees that no refund is payable in respect of the unused portion of the Hire Period. The Hirer accepts this term irrevocably.
- 12.5 In addition to Hire Fees, the Hirer agrees to pay for:
- (a) any consumables we supply to the Hirer;
 - (b) cleaning and repair charges if the Hirer does not return the Trailer in clean and good working condition;
 - (c) any applicable charges for credit payments (the Owner is entitled to apply surcharge if the Hirer elects to pay by credit card).
 - (d) Any reasonable charges incurred by the Owner if it is unable to inspect or carry out maintenance on the Trailer and Equipment during normal working hours.
- 12.6 The Hirer irrevocably consents to the Owner deducting from time to time, from their credit card or bank account, any Additional Fees or Hire Fees, until all fees owed to the Owner are paid under the terms of this Agreement.
- 12.7 If the Hirer cancels a reservation within 72 hours of the Commencement Date or fails to collect the Trailer and/or Equipment, the Owner may retain up to 100% of the Hire Fee as a cancellation charge.

13. FINES AND INFRINGEMENTS

- 13.1 The Hirer and any Authorised Driver 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 Vehicle if it has been seized by a regulatory authority;
 - (e) all toll charges will be charged a \$35.00 administration fee plus the value of the toll fee;
 - (f) all penalty and traffic infringement fines (e.g., but not limited to, exceeding speed limit, red light camera and parking fine) will be charged a \$100.00 administration fee, plus the value of the fine or penalty applicable.

14. DEFAULT IN PAYMENT

- 14.1 If the Hirer default in the payment of any moneys owed the Owner under the Hire Agreement:
- (a) The Hirer must pay the Owner interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to the Owner and ending on the date of payment of all amounts due;
 - (b) The Owner may engage a mercantile agent or debt collector, and the Hirer must pay the reasonable costs and charges the Owner incur in recovering or attempting to

recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and

- (c) The Hirer authorises the Owner to provide information of that default to a credit reporting body and to obtain an up-to-date consumer credit report on the Hirer. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about the Hirer, including defaults in excess of 60 days and the debt owed to the Owner.

15. HIRER DEFAULT & TERMINATION

15.1 The Owner may terminate this Agreement immediately without notice if the Hirer:

- (a) Fails to pay any amount when due;
- (b) Becomes insolvent or bankrupt;
- (c) Breaches any term of this Agreement;
- (d) Is reasonably suspected of abandoning, damaging or intending to unlawfully dispose of the Trailer.

15.2 Upon termination, the Owner may retake possession of the Trailer and Equipment immediately, without prior notice.

16. DEFECTS AND LOSS/STOLEN OF THE TRAILER AND EQUIPMENT

16.1 The Owner will not be liable to the Hirer for any breakdown or failure of the Trailer and/or Equipment which was not reasonably foreseeable to the Owner. For all reasonably foreseeable loss and damage arising out of the failure of the Trailer and/or Equipment the Owner limits its liability to the Hirer to the replacement of a similar Trailer and/or Equipment for the remainder of the term of this Agreement, and where there is no Trailer and/or Equipment that is similar available, the maximum of \$100. Any mechanical works or repairs required to be done on the Trailer and/or Equipment must be reported to the owner and approved by the Owner first. The Owner will not be liable to the Hirer for any repairs carried out without the authorisation of the Owner in writing.

16.2 Where a defect is found that would make the Trailer and/or Equipment unsafe to operate, the Hirer must not use the Trailer and/or Equipment until the defect is rectified.

16.3 If the Trailer and/or Equipment breaks down, becomes unsafe to use, is lost, stolen, or damaged during the hire period, the Hirer or Authorised Person must:

- (a) In the event of damage, unsafe use or breakdown, immediately stop using the Equipment;
- (b) Immediately notify the Owner and provide all relevant particulars of the incident;
- (c) For incidents of theft, promptly report the incident to the police and provide Us with a written police report;
- (d) Take all steps necessary to prevent injury occurring to persons or property and to prevent further damage to the Trailer and Equipment; and
- (e) Not repair or attempt to repair the Equipment without Owner's written consent.

17. RETURN OF THE TRAILER AND EQUIPMENT

17.1 On or before the End Date, or any subsequent date agreed in writing by the Owner, the Hirer must return the Trailer and/or Equipment to the Owner at the same address where collected, and during normal business hours 9.00am to 4.30pm, Monday to Friday (excluding gazetted public holidays in the Jurisdiction).

17.2 If the Trailer and/or Equipment is returned earlier than the End Date specified in this Hire Agreement, the Owner has the right to withhold the residual payment for the remaining days of the hire period to cover any loss of business caused by unplanned downtime. If the Trailer and/or Equipment is not returned on the End Date the Additional Fees will apply, including as set out in the Schedules.

17.3 The Hirer warrants that the Trailer and/or Equipment will be returned to the Owner in the same condition as when entering into this Agreement minus any fair wear and tear.

- 17.4 The Hirer acknowledges that failure to return the Trailer and/or Equipment on the due date may constitute criminal theft and agrees the Owner may report the Hirer to police and provide all identification documents obtained.

18. INDEMNITY

- 18.1 The Hirer and Guarantor expressly agree to indemnify and keep indemnified the Owner against any losses, damages, costs or expenses of any nature whatsoever suffered or incurred by the Hirer as a consequence or any Default under this Agreement including without limitation, loss of profits, opportunity, cost, economic or consequential losses or damages.
- 18.2 The Hirer must indemnify the Owner (including legal and enforcement costs on a full indemnity basis) against:
- (a) Loss of hire income due to downtime;
 - (b) Damage to reputation or business loss;
 - (c) Claims by third parties;
 - (d) All consequential, economic, and indirect losses arising from the Hirer's breach or misuse of the Equipment.

19. WAIVER

No failure to exercise, no delay in the exercise and no selective exercise of any right, power or remedy under this Agreement by the Hirer shall operate as a waiver of any other right, power or remedy nor shall any single or partial exercise of any right, power or remedy preclude the further exercise of that or of any other right, power or remedy.

20. SEVERANCE

Any part or provision of this Agreement, which is found to be illegal, prohibited, unenforceable or ineffective will be deemed served from the remainder of this Agreement and shall not prejudice, invalidate or derogate from the remaining provisions of this Agreement.

21. DISPUTE RESOLUTION

Except in relation to unpaid Hire Fees or Additional Costs, the parties agree to attempt to resolve any dispute arising from this Agreement through good faith negotiations. If a dispute remains unresolved after 14 days, the parties will consider engaging a mediator before initiating court proceedings.

22. JURISDICTION

The parties hereto submit to the exclusive laws and courts of and in the Jurisdiction.

23. FORCE MAJEURE

The parties are not liable for any delay or failure to perform its obligations (except for payment obligations) under this Agreement if such delay or failure is due to Force Majeure. "Force Majeure" includes, without limitation, acts of God, pandemics, floods, fires, strikes, civil unrest, or government action. The affected party must notify the other as soon as possible. If Force Majeure continues beyond 30 days, either party may terminate the Agreement.

24. DEPOSIT BOND

- 24.1 The Hirer must pay the Deposit Bond to the Owner upon the execution of this Agreement. The Trailer and/or Equipment may be withheld by the Owner until the Deposit Bond is paid.
- 24.2 The Owner may, at its absolute discretion apply all or part thereof the Deposit Bond, towards any Additional Costs or other costs incurred by the Hirer in consequence of any non-compliance with the terms and conditions of this Agreement.

25. PROOF OF IDENTITY

- 25.1 The Hirer must provide Proof of Identity to the satisfaction of the Owner upon execution of this Agreement before collection or delivery of the Trailer and/or Equipment.
- 25.2 The Hirer acknowledges that providing the bogus document of identification to the Owner may lead to the criminal offence and agrees the Owner may report the Hirer to police and provide all identification documents obtained.

26. DATA USE AND DISCLOSURE

The Owner may collect, use and disclose personal information, including providing such information to third parties such as police, insurers, mercantile agents or credit reporting bodies, where necessary to enforce this Agreement or investigate suspected theft, fraud or damage.

27. EXECUTION

27.1 The parties may execute this Agreement by way of an electronic signature and in any number of counterparts and when taken together they shall form the one instrument.

27.2 The Hirer acknowledges that they have received, read, and understood the terms and conditions of this Hire Agreement, and accepts them as binding, including when booking was made electronically, over the phone, or via third-party agents.

28. Warning:

Please be aware that due to the trailers and equipment being made with galvanised steel and other industrial materials, it may have sharp edges around it. We recommend that you and any persons coming into contact with the trailer wear appropriate protective gear, including gloves and full-length clothing of material strong enough to resist harm being caused. Further, we recommend protecting against any damage to anything being transported, appropriate covers and blanket material be used. We will not take responsibility for harm or damage caused if appropriate measures are not taken to guard against such injury or damage to person, animal or property.