



Shire of
Serpentine
Jarrahdale

Shire of Serpentine Jarrahdale Trailer Hire Service Terms and Conditions

The terms and conditions of hire set out herein are the only terms and conditions upon which the Hirer may hire the trailer from the Shire of Serpentine Jarrahdale.

TERMS AND CONDITIONS OF HIRE

In this document, the word "Owner" means Shire of Serpentine Jarrahdale.

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.

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, agrees that no claim for loss or damage to such property or vehicle shall be made against the Owner.

The Hirer must only use the trailer to transport waste from the residence to the Watkins Road Transfer Station and Recycling Centre.

The trailer must stay within the Shire boundaries at all times.

The trailer must not be used to collect mulch.

The trailer is to be returned in the same condition as per commencement of hire. Any damage beyond normal wear and tear will result in forfeiture of the bond and recovery of additional costs may be pursued.

During the hire period, if the Shire are required to assist with at fault breakdowns, the bond will be forfeited.

The Hirer shall use the trailer in a skilful 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 at least 70% in the front half of the cargo space on the trailer.

The Hirer must not exceed 80km per hour or less where lower speed limits apply. 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 authorised 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 relevant Australian Transport Authority.

Secure your load -

Hirer agrees to secure all property/goods or stock within the parameters of the trailer so as to ensure that the said loads or part thereof will not under any circumstances part from or leave the trailer during transit or otherwise (see clause 3 above regarding insurance).

The Hirer is responsible for the correct and safe connection of all trailer couplings.

Hirer agrees to have coupling attached to the tow vehicle at all times when loading, whilst loaded and during unloading. The jockey wheel is for raising and lowering the trailer and is not to be used to manoeuvre the trailer.

Upon completion of the hiring, the trailer must be properly cleaned by the Hirer. Trailers returned in a dirty condition in the opinion of the Owner shall be cleaned at the Hirer's expense.

The Hirer shall make his own insurance arrangements and assume all responsibility for any loss, damage or liability of or arising from the trailer or vehicle while the trailer or vehicle is in the care and control of the Hirer or is being used by the Hirer or servants. The trailer is not insured by the Owner against theft or damage while it is outside the 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.

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

FINES and ADDITIONAL CHARGES

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.

If you have any question on the safe operation of the equipment please call the Shire Administration Centre on 9526 1111 during office hours: Mon-Fri 8.30am to 5pm.

ATTENTION: BEFORE STARTING OFF ON YOUR HIRE

Safety chains must be attached to tow vehicle correctly.

Ensure coupling handle is correctly down.

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

For information or questions on the above contact 9526 1111 during office hours.

OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS FOR TRAILER HIRE

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 State's Road Safety / Traffic Rules. Our support to your safety is to ensure that you have the basic understanding.

Terms and Conditions of your trailer hire. Your trailer hire agent is not an authorised trainer or assessor 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 relevant transport authority.

Every 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 hire 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.

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 connections.
- * Correctly applying the trailer light plug connections.
- * Conducting light operation checks, prior and after use.
- * Ensuring safe load distribution on and off the trailer.
- * Ensuring any load is safely secured during loading/unloading activities.
- * Correctly securing the jockey wheel when the trailer is both under tow and not under tow.
- * Adhering to the maximum load rating allowed for this trailer.
- * The braking system of the trailer (if applicable).
- * Operating the trailer without over or under inflated tyres.