

# TRAILER HIRE

## TERMS AND CONDITIONS

In these terms and conditions, unless the context requires otherwise:

- Australian Transport Authority means the NSW Roads and Maritime Services, NSW Police (and any other police force operating in an Australian State or Territory), the National Heavy Vehicle Regulator or the NSW Environment Protection Authority;
- Fee means the consideration payable for the hire of the Trailer and is exclusive of GST;
- Hirer means the party or person that signs these Terms and Conditions.
- Law means any legislation (including expressly the Heavy Vehicle National Law), codes, guides or direction of a Police Officer, Roads and Maritime Services or Environment Protection Authority.
- Owner means Benedict Recycling Newcastle Pty Ltd (ABN 32 692 959 078).
- Trailer means any trailer provided by the Owner and which may comprise a trailer, hydraulics and all equipment attached thereto.

### TERMS AND CONDITIONS OF HIRE

1. In consideration of the payment of the Fee by the Hirer, the Owner shall provide the Trailer.
2. The Hirer agrees that at or before the commencement of the hire it will inspect and confirm that the trailer is in a good and serviceable condition.
3. The 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 that arises in any manner connected with the Hire of the Trailer shall be made against the Owner.
4. The Hirer agrees to use the trailer in compliance with all Laws and in a skilful and proper manner.
5. The Hirer agrees that it will be a breach of Law  
if the Trailer is loaded in a manner which results in the weight of the trailer exceeding 1200 kg. 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. The Hirer agrees that it will not use the Trailer without first being cognisant of these requirements.
6. The Hirer agrees to release the Owner from all claims made in respect of any breach of Laws by the Hirer and agrees to indemnify the Owner for all losses suffered in respect of any loading of the Trailer that results in it exceeding 1200kg.
7. The Hirer agrees that the Trailer will not be used for any purpose than for transporting recyclable waste from the Hirer's home or job site to a facility operated by the Owner. The Hirer will ensure that the waste material loaded is compliant with the acceptable waste list for the recycling facility from which the hire has been made. The acceptable waste list may be viewed at: [www.benedict/locations](http://www.benedict/locations)
8. The Hirer acknowledges that the relevant Australian Transport Authority requires safety chains and proper lights.

# TRAILER HIRE

## TERMS AND CONDITIONS

9. The Hirer warrants and guarantees that they:
  - i. will be the sole driver / operator using the Trailer under this agreement;
  - ii. hold a full and valid Australian driving license for the vehicle type used to tow the Trailer;
  - iii. 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;
  - iv. 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
  - v. will follow any other applicable requirements and recommendations for Trailer loading and towing issued from time to time by the relevant Australian Transport Authority.

The Hirer will not load or tow the Trailer without the knowledge, skill and ability required for fulfilling these guarantees.

10. The Hirer agrees that they will not load, tow or otherwise travel with the trailer on any kind of unsealed road/roadway/laneway or other transportation route. An unsealed road is defined as a road that does not have a sealed bitumen surface.
11. The Hirer agrees that it must not drive the Trailer onto a beach, river foreshore, sand or submerge the Trailer in salt water and agrees to indemnify the Owner for any loss it suffers as a result of a breach of this term.
12. The Hirer agrees to secure all loads within the parameters of the trailer to ensure that the said loads or part thereof will not under any circumstances part from or leave the Trailer during transit or otherwise. The Hirer is responsible for the correct and safe connection of the Trailer to the towing vehicle. The Hirer will secure their load where necessary using suitable tie down materials.
13. The 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.
14. The hire contract may not be transferred or assigned to any other party without the prior consent in writing of the Owner.
15. The Hirer shall make his or her 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 (including a breach of any Law).
16. 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 if the Trailer or vehicle is lost, stolen or in any way damaged.
17. 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 or component.

# TRAILER HIRE

## TERMS AND CONDITIONS

18. The Hirer shall assume all responsibility for any fines, penalties or other costs incurred as a result of traffic or parking violations, trailer impoundment fees, council penalties or any other violation for the period of the hire.
19. The Hirer authorises all charges relating to the hire of the Trailer to be charged and debited to the Hirers credit card or debit card along with any credit or debit card surcharge.
20. The Hirer agrees that all additional charges related to the hire of the (including, without limitation, all costs and charges relating to any breach by the Hirer of the hire agreement and these terms and conditions) will be automatically charged and debited to the Hirers credit or debit card. If additional charges are not paid, then further action will be taken to recover monies owed.
21. The Hirer agrees that in the event of incorrect licence details being provided, that the credit card details provided by the Hirer, is proof of hire.
22. On the termination of the period of hiring, the Hirer at his own expense must return the Trailer to the place from which it was hired. To end the hire:
  - i. The Trailer must be emptied of waste in the designated tipping area. Waste must be confirmed as compliant with the accepted waste guide.
  - ii. The Trailer must be checked and confirmed as returned in good condition.
  - iii. The appropriate fee(s) must be paid at the weighbridge.
23. The hirer acknowledges and agrees to pay in full to the Owner the standard trailer recovery fee of \$2,100.00 should the hirer fail to return the Trailer to the correct address.
24. 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 by calling 02 8438 9444 during normal business hours before that due time. The hirer must advise Benedict Recycling Newcastle of the estimated time of return and accept charges to the credit or debit card to extend the original hire period, subject to availability.
25. In the event of the Hirer being delayed in returning the trailer, the Hirer is required to advise the Owner on 02 8438 9444. 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 relating to the Hirer's failure to provide such timely information.
26. The Owner reserves the right to refuse an extension and require the Trailer to be returned by due date and time. If the Trailer is not returned by the due date and time, the Hirer agrees that the Owner will be entitled to inform the appropriate Australian Transport Authority including at its absolute discretion to report the Trailer as stolen.
27. 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 \$25 per hour until the Trailer is returned.

# TRAILER HIRE

## TERMS AND CONDITIONS

28. The Trailer is made available free of charge for the exclusive purpose of transporting waste to a Benedict Recycling Newcastle facility. In the event that no waste is tipped, the Trailer hire will become chargeable at \$25 per hour for the period that the Trailer was under hire.
29. During the hiring, the Hirer will not -
  - i. Sell, offer for sale, assign, mortgage, pledge or underlet the trailer or any interest of the Hirer therein;
  - ii. Part with possession of the Trailer;
  - iii. Allow any lien to be created in respect of the Trailer whether for repairs or otherwise.
30. The Hirer acknowledges that the Owner may use satellite tracking devices on any Trailer. The Hirer agrees and acknowledges that the Owner and/or its business partners may use and disclose data recorded in relation to this rental in conjunction with any future promotional or marketing undertaken by the Owner or business partners.
31. In the event of a Trailer breaking down the Hirer shall arrange to return it to the Owner forthwith. The period of the hire shall terminate upon such return of the Trailer to the Owner; 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 and the Hirer expressly releases the Owner from any such liability.
32. Except to the extent (if any) otherwise provided in the hire agreement the 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 Benedict Recycling Newcastle repair location. This includes all towing and storage fees incurred from the date of the accident under these terms for the recovery of and repair of the trailer.
33. 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.
34. The Owner shall not be liable to the Hirer or the Hirer's servants and/or agents from any damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from representations, warranties, terms and conditions express or implied under any Law
35. To the extent that clauses 33 and 34 are inconsistent with other clauses, terms or conditions of the hire contract clauses 30 and 31 shall prevail and override those other provisions to the extent of such inconsistency.
36. The Hirer agrees that he/she will not allow repairs to be carried out or costs to be incurred on the Owner's behalf without having first obtained authority from the Owner or its agent.

# TRAILER HIRE

## TERMS AND CONDITIONS

### CONDITIONS OF USE

37. The Hirer agrees to carry a wheel brace and jack at all times and agrees that the Owner does not supply these items.
38. The Hirer acknowledges that he/she is responsible for all punctures and tyre repairs and that no claim or refund for tyres will be considered without presenting the tyre in question to the Owner or its agent.
39. Trailers are not to be towed by vehicles with 24-volt electric systems - all trailers are 12 volts only.
40. Trailers are not to be towed by vehicles with a greater than 4.5 tonne gross vehicle mass (GVM).
41. The Aggregate Trailer Mass (i.e. mass of trailer plus load) MUST NOT exceed 2 tonnes.
42. The maximum towing capacity of the tow vehicle as specified by the vehicle manufacturer must be equal to or greater than 2 tonnes. Also check towbars manufacturers specification plate on towbar as the two may differ.
43. Trailers may not be towed by a vehicle whose unladen weight is less than the total weight of the Trailer and any load on the trailer.
44. A 50mm diameter tow-ball is a standard requirement for all hire trailers.

### PAYMENTS, LIABILITIES AND ADDITIONAL CHARGES

45. Tipping charges are at gates rates only - price list can be found at this link:

<http://www.benedict/locations/>

No trade rates are available for tipping using the Benedict Recycling Newcastle free hire trailer.

46. In the event of a credit or debit card payment being declined, attempts will continue to be made every 24 hours to process due payment. The Owner will attempt to contact the hirer regarding the overdue payment.
47. The Hirer agrees that he or she will not be entitled to a refund or compensation for early return of the Trailer.
48. Loads containing prohibited waste streams will be charged a contaminated waste fee of \$100 plus a re-load fee of \$100. The prohibited waste remains the responsibility of the Hirer and must be disposed of legally. The Trailer will become subject to a late hire fee of \$25 per hour from the time that the contaminated waste is identified until the time that the Trailer is returned to site clean and empty. Prohibited waste is listed on the online booking form and at: <http://www.benedict.com.au>
49. Where prohibited waste is tipped and the Trailer is found to be damaged and unroadworthy, the cost of an external trailer hire to dispose of the waste lawfully will fall to the Hirer and the Hirer agrees to indemnify the Owner from any fees it incurs as a result.
50. All load depths marked on the Trailer are estimates only.
51. The Owner reserves the right to refuse tipping or reject any load on the basis of safety, compliance or quality (no hazardous, liquid, odorous or saturated waste).

# TRAILER HIRE

## TERMS AND CONDITIONS

52. Any toll charges incurred during the period of hire will be recharged to the Hirer and charged a \$100.00 administration fee.
53. Any council penalty and/or traffic infringement fines (including but not limited to exceeding speed limit, red light camera and parking fines) incurred during the period of hire will be recharged to the Hirer and charged a \$100.00 administration fee.
54. The Hirer authorises the Owner to charge its credit or debit card for all such administration charges plus the fee or fine values where applicable without any further authority required by the Owner and regardless of who was in possession or control of the Trailer when the fee or fine was incurred and regardless of whether the Hirer or any other person intends to appeal or otherwise dispute the fee or fine.
55. Cancellations are subject to a minimum of 4 hours' notice.
56. The Hirer acknowledges and warrants that all information provided by it is true, complete and accurate and can be relied upon by the Owner and its insurers.

### **WORK HEALTH AND SAFETY CONDITIONS OF HIRE**

57. The Hirer agrees and accepts that it must not load the trailer unless the area directly behind is clear for 5 metres and load on level ground.
58. If you have any question on the safe operation of the equipment, please call the site number during office hours. These are listed at the end of this document.
59. The Hirer agrees to ensure the coupling handle is correctly positioned prior to use of the Trailer.
60. The Hirer agrees that it will ensure all lights are working correctly prior to using the Trailer. It is recommended that you drive with your lights on to increase visibility to other drivers while towing.
61. Our support to your safety is to ensure that you have the basic understanding of your Trailer hire. Your Trailer hire representative is not an authorised trainer or assessor in safe towing. If at any time you feel that you are not competent to safely tow the Trailer, we recommend that you do not hire the Trailer.
62. Every effort is undertaken to ensure your 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. 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.
63. The Hirer hereby certifies and warrants to the Owner that he/she is competent with (and not limited to):
  - i. Ensuring safe load distribution on and off the trailer.
  - ii. Ensuring any load is safely secured during loading/unloading activities, or when parked or under tow.
  - iii. Adhering to the maximum load rating allowed for this trailer

### **PRIVACY AND COMMUNICATIONS**

# TRAILER HIRE TERMS AND CONDITIONS

64. The Hirer agrees and acknowledges that regarding 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 (including, without limitation, for debt collection purposes or providing default information to credit reporting agencies) and for promotion and marketing of goods or services by the Owner to the Hirer;
  - ii. may collect, use, keep and disclose the personal information to the Owners brokers and insurers providing insurance services either to the Owner or the Hirer incidental to the hire contract or incidental to any loss or damage of the trailer or incidental to any insurance claim (or enforcement of the insurers subrogation rights and remedies) in respect of any such loss or damage; and
  - iii. may collect, use, keep and disclose the personal information to any Australian Transport Authority for the purposes of seeking information about the Hirer or relating to any infringement or other law enforcement action taken or considered by such organisations.

## SITE CONTACT TELEPHONE NUMBER AND TRADING HOUR

Site/Repair location	Telephone	Trading Hours	Owner
1a McIntosh Drive, Mayfield West	02 4960 9977	MON - FRI: 6am – 5:30pm SAT: 6am - 2pm SUN: Closed	Benedict Recycling Newcastle Pty Ltd