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 Owner and/or its agent.

TERMS AND CONDITIONS OF HIRE

INTERPRETATION

1. In the interpretation of this document terms have the following meanings:

Owner and U-Haul Australia means U-Haul Australia Pty Ltd ABN 20 102 898 653 and/or related entities, successors, assigns, agents and any person acting on behalf of or with the authority of U-Haul Australia Pty Ltd.

Hirer means the entity described as such including on any form or documentation and includes any employee, agent, servant, contractor and any person acting on behalf of or with the authority of the hirer, or to whom Equipment is entrusted.

Trailer means trailer, mower, float and all equipment attached thereto or supplied under the hire contract.

COLLECTION AND RETURN OF TRAILERS

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. The Hirer agrees to carry a spare wheel for the trailer at all times.

4. The Hirer agrees to carry a wheel brace and jack at all times. U-Haul does not supply these items.

5. When the trailer cannot be returned by the due time at the expiration of the hire period (due time), the Hirer must advise U-Haul Australia by calling 1300 883 075 during normal business hours before that due time. The Hirer must advise U-Haul Australia of the estimated time of return and accept charges to his/her credit or debit card to extend the original hire period, subject to availability. U-Haul Australia reserves the right to refuse an extension and require the trailer to be returned by the due date and time.

6. Refusal of an extension request constitutes termination of the contract between U-Haul Australia and the Hirer at the date and time advised by U-Haul Australia. Upon termination of the contract, failure by the Hirer to return the trailer will be deemed intent on the part of the Hirer not to return the trailer and the Police will be informed and the trailer reported as stolen.

7. The Hirer is 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.

8. In the event of a trailer breaking down the Hirer shall arrange at his/her 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 circumstances shall the Owner be responsible for any expenditure, damage, liability and/or loss (including, without limitation any consequential or

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economic loss) incurred by the Hirer arising out of any breakdown or failure of the trailer.

9. In the event of the Hirer being delayed in returning the trailer, the Hirer is required to advise U-Haul Australia on 1300 883 075 at least 24 hours 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.

10. 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 nearest U-Haul Australia 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. These amounts will be itemised and invoiced to the Hirer.

11. Upon completion of the hire period, the trailer must be promptly cleaned by the hirer. Trailers returned in a dirty condition (in the opinion of the Owner following a reasonable inspection) shall be cleaned at the Hirer’s expense.

RESTRICTIONS ON USE OF TRAILER

12. The Hirer shall only 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. Trailer dimensions advertised are approximate only, if there is any doubt on the capacity required it is recommended to select the next size up. Trailers of 6' x 4' to 8' x 5' sizes must not be used to carry more than 400 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 acknowledges that the relevant Australian Transport Authority requires safety chains and proper lights. 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.

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

14. UNDER NO CIRCUMSTANCES ARE THE TRAILERS TO BE SUBMERSED INTO SALT WATER.

15. No smoking is permitted inside the trailer

16. Trailers are not to be towed by vehicles with 24 volt electric systems (All trailers are 12 volts only)

17. Trailers are not to be towed by vehicles with a greater than 4.5 tonne gross vehicle mass (GVM).

18. MAXIMUM LOAD ON TANDEM TRAILERS IS 1.2 TONES (1200KG).

19. MAXIMUM LOAD ON SINGLE AXLE TRAILERS UNBRAKED IS 400kg

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20. MAXIMUM LOAD ON SINGLE AXLE TRAILERS BRAKED IS 700kg

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 handbook. Also check towbars manufacturers specification plate on towbar as the two may differ.

22. CAUTION: Trailers fitted with over-ride brakes may not be towed by a vehicle whose unladen weight is less than the total weight of the trailer and any equipment or load on the trailer.

INSTRUCTIONS FOR USE OF TRAILER

23. A 50mm diameter tow-ball is a standard requirement for all hire trailers.

24. The Hirer is not to load the trailer unless the area directly behind is clear for 20 metres and the ground on which the trailer is being loaded is level.

Attention: Before starting off on your Hire:

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

26. Ensure coupling handle is correctly down.

27. 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 1300 883 075 during office hours. If unsure you are not to take trailer and refund will be given. The Hirer shall contact U-Haul Australia immediately should the item fail to meet the Hirer’s expectations.

SAFETY REQUIREMENTS FOR USE

28. As a holder of a current driver’s licence, the Hirer acknowledges that he/she understands the obligations to safely operate their vehicle on any type of designated or undesignated roadway, or property access-way, in accordance to the State's Road Safety / Traffic Rules.

29. U-Haul Australia’s support to the Hirer’s safety is to ensure that they have the basic understanding 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.

30. 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.

31. As part of the hire program and in addition to the conditions of use, it is the Hirer’s responsibility to report any identified or potential faults with the trailer, immediately or as soon as possible to the hiring agent.

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

(i) Correctly connecting and disconnecting the trailer coupling hitch.

(ii) Correctly applying the safety chain connections.

(iii) Correctly applying the trailer light plug connections.

(iv) Conducting light operation checks, prior and after use.

(v) Ensuring safe load distribution on and off the trailer.

(vi) Ensuring any load is safely secured during loading/unloading activities, or when parked or under tow.

(vii) Correctly securing the jockey wheel when the trailer is both under tow and not undertow.

(viii) Adhering to the maximum load rating allowed for this trailer.

(ix) The braking system of the trailer (if applicable).

(x) Operating the trailer without over or under inflated tyres.

CHARGES

33. The Hirer authorises all charges for the hire of the trailer, as set out in the Hire Contract, to be charged and debited to the Hirer's credit card or debit card along with any credit or debit card surcharge.

34. The Hirer agrees that all additional charges related to the hire of the (including, without limitation, all costs and charges in connection with any breach by the Hirer of the hire agreement and these terms and conditions) will be automatically charged and debited to the Hirer's credit or debit card.

35. If additional charges are not paid, then further action will be taken to recover monies owed.

36. The Hirer can request U-Haul Australia provides the Hirer with an itemised account of any additional charges.

37. Any changes to bookings such as (but not limited to) time, date, location or size of trailer will incur a $10 change fee.

38. On the termination of the period of hire, the Hirer at her/his own expense must return the trailer to the address stated on the hire receipt or if no such address is so stated to the place of the Owner or its agent from which it was hired. The trailer must be parked in the Site's designated car park/area and secured before the hire will be ended. The hirer acknowledges and agrees to pay in full to U-Haul Australia the standard trailer recovery fee of $2,100.00 should the hirer fail to return the hire item to the address stated on the hire contract docket.

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39. 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.

40. Late return fees, extended hire charges, trailer recovery charges and all other fees, charges, costs and expenses payable by the Hirer under these terms and conditions and the hire agreement may be debited by the owner to the hirer's credit or debit card upon written confirmation of such to the Hirer by the Owner.

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

REFUND and CANCELLATION POLICY

Refunds and Cancellations are subject to the following:

42. A minimum of 24 hours' notice must be given on all cancellations prior to the start time and date of the booking.

43. A holding and cancellation fee of $20 per week (or part thereof) calculated from the time of booking will be deducted from the refund.

44. Any notice pursuant to this clause is to be made by telephoning 1300 883 075 between the hours of Monday and Friday 6am to 9pm, Saturday 6am to 8.30pm and Sunday 6am to 8pm.

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

46. 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.

VOUCHERS

47. Vouchers are not redeemable for cash.

48. Vouchers must be redeemed by the expiry date given.

49. Vouchers can only be redeemed online at www.uhaul.com.au or through our Call Centre on 1300 883 075 (vouchers cannot be redeemed by any other method).

50. Only 1 voucher can be used per hire transaction. Multiple vouchers per hire will not be accepted.

51. To redeem vouchers, a valid credit card number must be given.

52. Lost, damaged or stolen vouchers will not be re issued.

53. Please make your booking carefully, as we do not refund or re issue vouchers if you cancel your voucher booking.

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54. All voucher hires are subject to our standard terms and conditions.

Dollar Value Vouchers

55. The voucher can only be used towards the value of a hire and damage waiver costs

56. If the full value of the voucher is not used on the first hire, a new voucher will be issued for the remaining balance.

57. This will only be issued via your valid email address upon completion of your voucher hire.

58. Late fees, trailer damages or any other additional charges incurred in excess of the standard hire and damage waiver costs are not covered by the voucher and will be automatically debited from the credit card provided.

% Discount Vouchers

59. The % discount voucher cannot be used to extend a hire. Any additional charges incurred during or after the hire will be charged at the standard rate and must be paid for with the credit card provided.

60. Discount will be rounded to nearest dollar.

TOLLS, FINES AND ADDITIONAL CHARGES

61. All toll charges will be charged at a $35 administration fee plus the value of the too, fee or fine.

62. 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 administration fee plus the value of the fine or penalty applicable.

63. The Hirer authorises U-Haul Australia 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 U-Haul Australia 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.

LONG TERM HIRES

64. It is the Hirer's responsibility to keep the trailer in a roadworthy condition. If the Hirer feels that the trailer requires attention, they are to contact our call centre on 1300 883 075 to arrange a maintenance inspection as soon as possible.

65. Any faults with the trailer must be reported to U-Haul Australia during normal business hours, prior to further use of the trailer.

66. U-Haul Australia reserves the right to exchange the hire item with an equivalent item at any time during the hire period.

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67. 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. U-Haul Australia will attempt to make contact with the Hirer regarding the overdue payment.

68. In the event that U-Haul Australia is unable to make contact with the hirer and payment has not been honoured, the trailer will be reported stolen to the Police after a period of 24 hours and steps taken to recover possession of the trailer.

INSURANCE

69. 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 to such property or vehicle shall be made against the Owner.

70. 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 Owner’s possession or control and it is the Hirer's responsibility to keep it secure.

71. 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.

72. DAMAGE LIABILITY REDUCTION: The Damage Liability Reduction fee (if selected) reduces the amount for which the Hirer is liable to the Owner in the event of damage to the trailer or hire item while it is in the Hirers possession or control and before it is returned to the Owner. It relates to the repair or replacement cost of the trailer but only in the event of an accident (Accidental damage to the TRAILER or HIRE ITEM only) and is valid for 1 (one) claim per hire contract. Tyres, Jockey Wheel, Broken Lights, Hirers' Goods, Towing and Storage costs excluded. The Damage Liability Reduction fee will not cover the hirer in the event of OVER LOADING, UNSECURED LOADS, INCORRECTLY LOADED, FIRE, UNLAWFUL USE of the trailer or hire item, or if the hirer is in BREACH of any condition of the hire contract.

73. The Hirer acknowledges and warrants that all information provided by it is true, complete and accurate and can be relied upon by U-Haul Australia and its insurers.

REGISTRATION UNDER THE PERSONAL PROPERTIES SECURITIES ACT 2009 (PPSA)

74. The parties acknowledge that the hire of Equipment constitutes a security interest in the Equipment in favour of U-Haul Australia as security for the Hirer’s obligations to U-Haul Australia.

75. The Hirer agrees to co-operate with U-Haul Australia including providing consent, signing documents or producing documents at the request of U-Haul Australia and for the purposes of giving effect to or enforcing U-Haul Australia’s security interest in the Equipment.

76. The Hirer must notify U-Haul Australia as soon as possible in the event that any personal property of the Hirer becomes an accession to the Equipment and is subject to a security interest in

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favour of a third party.

77. U-Haul Australia agrees to the extent permitted under the PPSA that the Hirer waives its rights under chapter 4 of the PPSA and to receive notice of removal of an accession

WARRANTIES, INDEMNITIES AND GUARANTEES

78. 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;

(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; and

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

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

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

81. 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.

82. The Hirer authorises U-Haul Australia to send SMS correspondence to offer extensions, subject to availability. U-Haul Australia's e-mail communications may include HTML-based email messages which requires your computer to be enabled to accept HTML e-mail.

83. During the continuance of the hire period, 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; or

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

84. The Hirer acknowledges that the Owner may use satellite tracking devices on any of its hire equipment. 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.

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85. The Hirer agrees and acknowledges that, in regards 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 (including, without limitation, for debt collection purposes or providing default information to credit reporting agencies) and for the purpose of promotion and marketing of goods or services by the Owner or its business partners or others 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 the Australian Transport Authority, 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

86. U-Haul Australia reserves the right to exchange the hire item at the said location or nearest possible location with an equivalent item at any time before and during the booking or hire period. In the event that the exchange of item or location cannot occur U-Haul Australia reserves the right to refund the hire amount without any compensation.

87. The Hirer agrees that all fully enclosed trailers (Furniture Vans, Furniture Trailers) are not guaranteed to be waterproof or dust proof and that the hirer is responsible to take precautions to prevent water damage to any goods they enclose within the trailer.

88. The Hirer agrees that she/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.

89. The Hirer acknowledges that she/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.

90. 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.

91. LIMITATION OF LIABILITY : 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 (except in so far as statutory conditions and warranties cannot be excluded under Australian Consumer Law) use, maintenance, transport, operation of the trailer or otherwise.

92. OPERATION OF CLAUSE: To the extent that clauses 97 and 98 are inconsistent with other clauses, terms or conditions of the hire contract clauses 97 and 98 shall prevail and override those other provisions to the extent of such inconsistency.

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93. 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.

FOR INFORMATION ON ANY OF THE ABOVE PLEASE CONTACT THE CALL CENTRE ON

1300 883 075 DURING OFFICE HOURS:

MON-FRI 6.00AM TO 9PM, SAT 6.00AM TO 8.30PM, SUN 6.00AM TO 8PM AEST.

IMPORTANT: HIRER MUST RETURN THE TRAILER AND END THE HIRE ON THE COMPUTER KIOSK AT THE DROP OFF ADDRESS DETAILED ON THE HIRE RECEIPT TO END THE HIRE.