



RAMSEYS

Airconditioning & Refrigeration

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COOLROOM MOBILE HIRE FRIDGE/FREEZER TRAILER

<u>Pick Up</u>	<u>Return</u>
Date:	Date:
Time:	Time:

Location:

Name of Renter:
 Email:
 Phone:
 Driver's Licence:Exp:Additional Driver:Exp:
 Telephone Nos in case of an emergency:
 Valid Credit card No in Drivers Name:
 Expiry Date: CVC No.

Hire Rate: \$.....

Size:Dimensions of Trailer (LxWxH) 3900 x 2080 x 2700
 Dimensions of Coolroom (LxWxH) 2200mm x 1520 x 2700
 Weight:
 Carrying Capacity: 100kg

Coolroom hire is for a minimum of 1 day - \$110.00 gst inc per day
 Coolroom hire 2 – 6 days - \$82.50 gst inc per day
 Coolroom hire weekend rate - \$165.00 gst inc for all weekend excluding long weekend
 Coolroom hire for 1 week rate - \$55.00 gst inc per day
 Local Delivery - \$88.00 gst inc
 Local Pickup - \$88.00 gst inc

PAYMENT REQUIRED BEFORE COOLROOM IS TAKEN FROM PREMISES

Terms

- 1. The term “vehicle” refers to the coolroom/trailer rented by the Owner to the Hirer and all equipment, accessories or component parts installed in or attached to the vehicle. It does not include loads or goods carried by the vehicle or personal property placed in the vehicle by the Hirer or any other person. The vehicle may be a motor vehicle, including but not limited to a truck or ute, and/or a trailer and/or a lawnmower.**
- 2. The term “Owner” means the registered owner of the vehicle identified in this agreement and includes its employees but not persons who act as agents managing the hire process. The term “Hirer” means the party contracting with the Owner to rent the vehicle identified in this agreement.**
- 3. The term “hire charge” means the amount detailed on the front of this agreement including but not limited to the hire fee, damage waiver fee, deposit fee, and or any additional fees resulting from the late return of the vehicle, payable by the Hirer to the Owner.**
- 4. This agreement is made between the Owner and the Hirer named herein and the vehicle must not be used by any other person who is not a party to this agreement.**
- 5. The Hirer agrees to pay to the Owner the hire charge for the hire of the vehicle.**
- 6. The Hirer acknowledges that the vehicle is clean, in good repair and roadworthy at the time of hire and undertakes to return it in a similar condition. The Hirer agrees to pay for the vehicle to be cleaned and restored to its condition as at the commencement of hire if in the opinion of the Owner the Hirer has returned the vehicle in a dirty condition or has caused excessive wear, damage or damage through neglect or carelessness or abuse of the vehicle. Pre-existing damage or wear and tear is to be noted in this agreement by the Hirer as being present at the commencement of hire to protect the Hirer from liability.**
- 7. The Hirer is strictly liable for the loss of, and all damage to, the vehicle, loads or goods carried by the vehicle, any personal property left in the vehicle, and the property of any person caused by the use of the vehicle. This loss includes not only the material loss of the vehicle but also the loss of earnings ordinarily derived by the vehicle as determined by the Owner and any administrative and transport costs incurred in the recovery of this loss.**
- 8. The Hirer must pay a damage waiver fee on or before commencement of the hire and prior to any extension of hire.**

The damage waiver fee is not insurance cover, but an agreement by the Owner that in some circumstances the Hirer’s liability for damage to the vehicle under clause 7 will be limited to an amount totalling two thousand dollars (\$2000). Payment of the damage waiver fee only limits the Hirer’s liabilities for damage to the vehicle and not for other liabilities including but not limited to the load or goods carried by the vehicle, personal property left in the vehicle, and the property of any other person. This limitation of liability shall not apply when:

 - a) The damage is caused by use or operation of the vehicle in contravention of any conditions in this agreement.**
 - b) The vehicle is lost or stolen by reason of negligence or with the complicity of the Hirer as determined by independent investigation**
 - c) The loss or damage occurs due to the vehicle being overloaded or incorrectly loaded or used for a purpose for which it was not designed**
 - d) The vehicle is driven, towed or used by a person other than the Hirer or a person named hereon.**
 - e) The vehicle is driven or used on an unsealed road, track or pathway.**
 - f) The vehicle is driven by the Hirer who is under the influence of a drug, or whose blood alcohol concentration as determined by breath test exceeds that permitted by law or who upon requirement lawfully made by a Police Officer in connection with his driving, towing or use of the vehicle fails to provide as prescribed a specimen of breath or blood for analysis**
 - g) The Hirer is in breach of any condition of this agreement**
- 9. The Hirer agrees to indemnify the Owner to the maximum extent permitted by law from and against any and all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis) incurred by the Owner as a result of the failure of the Hirer to perform its obligations under this agreement or loss and damage to any personal property that is connected with the hire of the vehicle under this agreement. This does not include the vehicle or any other property damaged as a result of the vehicle colliding with it and does not include loss and damage caused by the negligence or wilful default of the owner.**

10. The Hirer has rights conferred by consumer protection legislation, including guarantees that the vehicle is of merchantable quality, matches any description or sample against which it is hired and any services are provided to the Hirer by the Owner using all due care and skill. Save for these statutory rights, the Owner provides no other guarantees or warranties in respect of the vehicle or the hire of the vehicle.
11. To the maximum extent permitted by law and these conditions, the Owner accepts no responsibility or liability to the Hirer for any loss, damage, costs, expenses, damages (including loss of use or enjoyment but excluding loss or damage caused by the negligence or wilful default of the Owner) or any other liabilities resulting from
 - a) Any accident, breakdown or other failure of the vehicle
 - b) Loss of or damage to the Hirer or any other person's property, including personal property left in any vehicle
 - c) Loss of or damage to any load or goods carried by the vehicle
12. Without limiting the foregoing, and to the maximum extent permitted by law, the Owner will not be liable to the Hirer for any indirect, special or consequential damage arising in any way out of any matter covered by this agreement.
13. Unless the vehicle has been hired for personal, domestic or household use, any liability of the Owner, including liability for negligence, is limited to the extent permitted by law to:
 - In the case of goods, at the option of the Owner:
 - a. Replacement of the goods or supply of equivalent goods.
 - b. Repair of the goods
 - c. Payment of the cost of replacing the goods or acquiring equivalent goods
 - d. Payment of the cost of having the goods repaired
 - In the case of services, at the option of the Owner:
 - a) Supplying the services again
 - b) Payment of the cost of having the services supplied again
14. The Hirer will only drive or use the vehicle on roads that constitute the national road system or properly constructed driveways.
15. The period of hire of the vehicle shall be limited to the period set forth on the front of this agreement provided that if no period of hire is specified the period of hire shall terminate at 5.00pm on the same date and location that hire commenced. The Hirer must at his own expense return the vehicle to the address stated within or if no such address is stated to the service station or place from which the said vehicle was hired not later than the time for termination of the period of hire. When the vehicle cannot be returned by the time of termination of hire the Hirer must advise the Owner or its agent for that time and advise the Owner or its agent of the estimated time of return. In the event of the vehicle not being returned by the time stated herein additional rental shall be charged for the vehicle on the basis of a new hire agreement based on the same terms and conditions as are herein contained save and except as to the time of hire which shall only expire when the vehicle is returned to or recovered by the Owner. In the event that the vehicle is not returned all costs of and incidental to the location and recovery of the vehicle shall be paid for by the Hirer.
16. In the event of the vehicle breaking down or being damaged the Hirer shall arrange at his own expense to return it to the Owner or its agent forthwith. The period of hire shall be determined upon such return of the vehicle to the Owner or its agent. If the Hirer fails to return the vehicle to the Owner or its agent the Hirer shall be responsible for all freight and other charges incurred by the Owner or its agent in respect of the delivery and return of the vehicle except when authorised by the Owner or its agent in writing.
17. If the vehicle is not returned to the place of hire or location set out in this agreement for return for any reason but taken into possession by the Owner or its agent at any other location then it is hereby agreed that in such circumstances the deposit paid will be forfeited to the Owner as liquidated damages to defray the cost of recovery and in addition the Hirer agrees to pay on demand a recovery fee of \$2.00 per kilometre required by the Owner or its agent to travel to return the vehicle to the return address and any other out-of-pocket expenses.
18. The Hirer is responsible for any traffic or parking offences incurred during the period of hire and will pay any camera fines incurred during such hire.
19. GST is payable on the hire fees and is automatically included in all fees charged. The Hirer's copy of this agreement is a tax invoice and should be presented to the agent by the Hirer on completion of the hire for inclusion of all additional costs as required.
20. The Hirer authorised the Owner to charge the Hirer's credit or debit card with the hire charge as well as any additional charges, including but not limited to those fees or charges resulting from the late return of the vehicle, tolls, fines resulting from traffic infringement notices or parking offences, transport and recovery costs, legal expenses and recovery of any loss or damage, related to this agreement or the hire of the vehicle.

21. The Hirer agrees to be liable for all costs incurred by the Owner in the recovery of outstanding amounts. This includes interest at the rate of 2.5% per month, any debt collector costs and commissions, and any legal expenses (including legal fees and disbursements on a solicitor/client basis).
22. During the continuance of the hire the Hirer will not:
 - a) Sell, offer for sale, assign, encumber, mortgage, pledge, or sub-let the vehicle or any interest of the Owner herein or create or allow to be created any security interest over the vehicle
 - b) Part with possession of the vehicle except to parties named in this agreement
 - c) Allow any lien to be created in respect of the vehicle for repairs or otherwise.
23. The Owner may, notwithstanding the specified period of hire and notwithstanding any waiver of some previous default, forthwith terminate this agreement and repossess the equipment without prior notice or written demand in any of the following events:
 - a) If the Hirer shall fail to pay any hiring charges when due
 - b) If the Hirer shall do or permit any act or thing whereby the Owner's rights in the vehicle may be prejudiced
 - c) If the Hirer should become or be made insolvent or bankrupt or make any arrangement or composition with his creditors or in the case of a Hirer being a limited company should an order be made or a resolution be passed for the winding up of such company
 - d) If, in the reasonable opinion of the Owner, the vehicle is at risk of damage, loss or confiscation.
24. Without prejudice to the rights of the Owner to recover from a Hirer any monies due and damages for breach of the agreement the Owner may enter into or upon any premises where the vehicle may be located for the purposes or repossessing the vehicle. The Hirer indemnifies the Owner in respect of any claims, damages, expenses or costs arising out of any action taken under this clause.
25. Either the Hirer or the Owner may terminate the agreement at any time if the other party commits a material breach of the agreement.
26. The Hirer will use the vehicle in a skilful and proper manner, in compliance with any applicable traffic laws and regulations, and shall not overload the vehicle. The Hirer must complete any Hire Checklist or Equipment Taken Checklist appearing in this agreement and report any faults with the vehicle to the Owner or its agents at the time of hire. The Hirer must not use the vehicle if it appears un roadworthy and certifies that:
 - a) He has read and understood all instructions provided for the safe use and operation of the vehicle
 - b) He is competent to correctly connect and disconnect the vehicle
 - c) He is competent to ensure safe load distribution and not exceed maximum load rating for the vehicle.
 - d) He has a current Australian photo Driver's licence and is licenced to drive or tow the vehicle
27. The Hirer acknowledges that:
 - a) The agreement between that Owner and Hirer comprises the whole agreement and that no collateral oral statements by the Owner or his agent form part of the agreement
 - b) He has legal capacity to enter into this agreement
 - c) The singular includes the plural, the masculine gender includes the feminine in the interpretation of these terms
28. The Owner will collect and use personal information that the Hirer provides when hiring the vehicle or collected during the use of the vehicle. We will take reasonable steps to protect your personal information from misuse, unauthorised access or wrongful disclosure but we may disclose your personal information to related and non-related third parties and store information about you in our database or IT systems. The owner may use vehicle tracking technology associated with the hire of this vehicle and the Hirer acknowledges and consents to this.
29. The law of this agreement is the law of the State of South Australia and the parties submit to the non-exclusive jurisdiction of the courts of South Australia

Please Note: If the booking is cancelled a 3% cancellation fee will be charged. See Cancellation Policy for details. Any booking not picked up within 1 hour of the scheduled pickup time will be cancelled. If you believe you will be running late, please call our office 0886823311 to find a solution for you. No refund will be given for any late, unclaimed bookings.

Deposit Refunds: Refunds will only be placed back onto the same card that was used to make the payment. While we process payments and refunds immediately transactions may take up to 5 working days (on the odd occasion, longer) to appear on your bank statement.

Trailer Weights: Your vehicle must be able and rated to pull the weight of the trailer plus the weight of what you will be carrying in this trailer. The trailers weight and carrying capacity are listed above. If you are unsure as to your vehicles towing capacity, please check your vehicle's compliance plate or owner's manual. Towing a trailer that is too heavy or not suited to your vehicle may cause damage to your vehicle and/or others on the road. It is illegal to exceed your vehicles towing capacity, it will also void your damage waiver and may also void your insurance.

Towing and Inspection: It is a requirement that our trailer is towed by a vehicle that does not exceed a carrying capacity of over 4.5 tonnes. It is also a requirement that the individual picking up the trailer be able to inspect the trailer and move/lift the trailer onto their vehicle without assistance of the depot operator. It is an insurance requirement that our trailer must stay on sealed roads while being towed.

Securing Loads: It is the responsibility of the Hirer to supply any and all appropriate restraints to safely secure the load. Ramseys do not supply any means of securing the load. Winch attached to Ramseys Trailer is fitted for the sole purpose of loading the trailer and should not be used to secure loads or unload the trailer.

BOOKING CANCELLATION POLICY

If the booking is cancelled with more than 24 hours notice given, 3% of the hire fee will be kept and the balance refunded.

If the booking is cancelled with less than 24 hours notice given, 3% will still be kept or \$20 flat rate whichever is greater and the balance refunded.

If the booking is unattended meaning you fail to collect the Trailer within 1 hour of the scheduled pickup time, no refund will be given.

Transactions may take up to 5 working days (on the odd occasion, longer) to appear on your bank statement.

There are exceptions to the above and they are outlined below:

If customer arrives to collect and for some reason is unable to take the vehicle due to an Owner fault a full refund will be given with no fees.

For more information, or if you would like to talk to someone about this policy, please contact our office on the phone number shown on front page.