



Agreement for Hire of BERT trailer

This Agreement is made on the Day of 200.....

Between:

of address SEE-Change Support Office
4 Frencham Place
Downer ACT 2602
Email Office@see-change.org.au
Phone 02 61622320
Web www.see-change.org.au

owner")

And:

of

.....

Drivers licence number:

Telephone Contact:

Additional Contact name

Additional Personal contact telephone number

Email:

("hirer")

Recitals:

- R1. The owner is the proprietor of the equipment ("equipment") listed in the Schedule to this Agreement ("Schedule").
- R2. The hirer will hire the equipment specified in the Schedule from the owner upon the terms and conditions in this Agreement.



Operative Part:

1. Hire of equipment

- 1.1. The hiring of the equipment will commence from the commencement date specified in the Schedule and continue for the term specified in the Schedule.
- 1.2. The hirer is entitled to use the equipment for the hire period and for any agreed extension of the period.
- 1.3. The hirer agrees to return the equipment to the address of the owner on or before the end of the hire period as outlined in the Schedule.
- 1.4. The owner will not refund any hire charge monies if the hirer elects to return the equipment prior to the end of the hire period, regardless of reason.

2. Payment for rental

- 2.1. The hirer agrees to pay the owner the hire fee specified in the Schedule for the equipment for the hire period, which includes any applicable GST, if a hire charge is applicable.
- 2.2. The hire fee must be paid to the owner prior to or on the commencement date of the hire period.
- 2.3. Payment must be made by electronic funds transfer as follows:

Bank Name: MECU Limited.

Account Name: SEE-Change (Society Environment Economy) Incorporated.

BSB: 313 140

Account Number: 23192902

Please use your name as a reference.

Pay Pal: payment@see-change.org.au

- 2.4. Prior to loan of the equipment, the hirer must forward the owner the bank receipt showing the deposit money and loan fee have been deposited paid. PayPal receipts are forwarded automatically to the owner.

3. Use, operation and maintenance

- 3.1. The hirer agrees that the use of the equipment carries with it dangers and risks of injury and the hirer agrees to accept all dangers and risks.
- 3.2. The equipment shall not be used by anyone other than the hirer without the expressed permission of the owner.
- 3.3. The hirer agrees to operate, maintain and store the equipment strictly in accordance with any instruction provided by the owner, with due care and diligence, only for its intended use and in accordance with any manufacturer's instructions and recommendations whether supplied by the owner or posted on the equipment as to the operations, maintenance and storage thereof.
- 3.4. The hirer agrees to comply with all occupational health and safety laws relating to the use of the equipment and related operations.
- 3.5. The hirer shall ensure the equipment is returned to the owner clean of personal items or any other foreign matter. In the event that these requirements are not complied with the hirer shall pay the owner the reasonable costs of compliance with these requirements.



4. Hirer's warranties

- 4.1. The hirer warrants that:
- 4.1.1. the equipment will be used in accordance with the conditions outlined in the Schedule;
 - 4.1.2. the particulars in the Schedule are correct in every respect and are not misleading in any way including, without limitation, by omission;
 - 4.1.3. the equipment will not be used for any illegal purpose;
 - 4.1.4. the hire's bicycle is suitable for towing the equipment;
 - 4.1.5. the hirer will not, without prior written consent of the owner, modify, or permit any modification of, the equipment in any way; and
 - 4.1.6. the hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for the hirer's purpose.
 - 4.1.7. the hirer is responsible to contact the owner if any pre-existing damage is noted during the first 7 days of hire.

5. Indemnity

- 5.1. To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period.

6. Loss, damage or breakdown of plant and equipment

- 6.1. The hirer will be responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred (fair wear and tear excepted) during the hire period.
- 6.2. If there is a breakdown or failure of the equipment then the hirer shall return the equipment to the owner at the hirer's expense and the hirer shall not attempt to repair the equipment.

7. Insurance

- 7.1. The owner will maintain current insurance policies in respect of the equipment to its full insurable value.
- 7.2. It is recommended that the hirer ensures their home and contents insurance is adequate to cover the loss of the equipment from your home.
- 7.3. It is recommended that the hirer takes out Pedal Power membership which provides you with accident and liability insurance.

8. Liability

- 8.1. The hirer will assume all risks and liabilities for, and in respect of, the 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 or storage of the equipment.

9. Disclaimer

- 9.1. To the extent permitted by law the owner disclaims all liability for and does not give any warranties to the hirer as to the condition of the equipment.

10. Title to goods

- 10.1. The hirer acknowledges that the owner retains title to the equipment and that the hirer has rights to use the equipment as a mere bailee only. The hirer does not have any right to pledge the owner's credit in connection with the goods and agrees not to do so.
- 10.2. The hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with



personal possession or otherwise not to deal with the equipment and not to conceal or alter the goods or make any addition or alteration to, or repair of, the equipment.

11. Repossession

- 11.1. The owner may retake possession of the equipment if the hirer breaches any provision of this agreement, notwithstanding anything else herein contained.
- 11.2. If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.

12. Completion of the hire period

- 12.1. The hire period is completed when the equipment has been returned to the owner:
 - 12.1.1. in the same condition as when it was hired; and
 - 12.1.2. on or by the date and time outlined in the Schedule.

13. Non-merger

- 13.1. The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

14. Severance

- 14.1. If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

15. Governing law

- 15.1. This Agreement is governed by the laws of Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning this Agreement.

16. Use of personal information

- 16.1. We will only use the personal information collected in this agreement for the purpose of the BERT program and not for any other purpose.
- 16.2. We will not disclose your personal information to any other person or organisation.

17. Interpretation

- 17.1. In this Agreement, unless the context otherwise requires:
 - 17.1.1. A reference to the singular includes the plural and vice versa;
 - 17.1.2. A reference to any party to this Agreement includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;
 - 17.1.3. A reference to an individual shall include corporations and vice versa; and
 - 17.1.4. If a word or expression is defined, its other grammatical forms have a corresponding meaning.
- 17.2. In this Agreement, headings are for convenience only and do not affect interpretation.



Executed as an Agreement

For and on behalf of ("the owner").

Authorised Person:

Signature: Date:

Hirer:

Signature: Date:



Schedule

1. **Trailer Number(s):**
2. **Deposit fee:**
3. **First month Hire fee:**
4. **Daily Hire fee :**
5. **Hire period:** **from**
 to

Conditions of use specific to the equipment:

1. Use of the Trailer

- (a) You must use the Trailer for the purpose for which it was designed and in accordance with all safety information supplied with the Trailer.
- (b) You must follow all road rules when cycling including making sure that both the bicycle rider and any children being carried in the Trailer wear helmets.
- (c) You must store the Trailer undercover and keep it locked when not in use with the lock provided.
- (d) You must keep the Trailer locked when parked in public places with the lock provided.
- (e) You must not make any irreversible modifications to the Trailer during the Hire Period.
- (f) You must inform SEE-Change if you believe the Trailer requires any repairs.
- (g) The hire period is for a min of 30 days.
- (h) Minimum age of occupant is 12 months.
- (i) Following the road rules:
[www.rego.act.gov.au/ data/assets/pdf file/0009/565029/ACT Road Rules Handbook.pdf](http://www.rego.act.gov.au/data/assets/pdf_file/0009/565029/ACT_Road_Rules_Handbook.pdf)