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COMMUNITY BBQ TRAILER HIRE AGREEMENT

Hirer's Details:

Community Group / Business Name:			
Contact Person:		Mobile Phone:	
Billing Address:			
Email Address:			
Driver's Name:		Mobile Phone:	
Driver's Address:			
Licence No:		Copy Attached:	Yes / No
Expiry Date:			
Insurance Details:			
Vehicle Reg:		Make & Model:	

Hire Period Details:

Date of Collection:		Time of Collection:	
Date of Return:		Time of Return:	
Destination:			

Hire Charge (including GST):

(Please tick)

Wickepin Community Group:	$ 52.50 + $ 200 Bond (Cash only is required for Bond)	
Wickepin Business:	$ 74 + $ 200 Bond (Cash only is required for Bond)	
Commercial Rate:	$ 105 + $ 200 Bond (Cash only is required for Bond)	

Note 1: "Trailer" means the BBQ Trailer hired from the Shire of Wickepin by the Hirer, its components, spare parts and all associated equipment.

Note 2: "Hirer" means any person who signs this agreement whether personally or by an agent, and where more than one, each of them jointly and severally;

Note 3:. "Hire charge" means the dollar amount detailed in this agreement as the "Hire Charge". The amount charged is for the period of hire not the period of actual use;

Note 4: "Bond" means that portion of the Hire charge which will be refunded to the Hirer if the trailer is returned in a clean condition free from grease / damage as inspected by a Shire of Wickepin Staff Member.

TERMS & CONDITIONS OF HIRE

This is an agreement between the Hirer (you) and the Shire of Wickepin to hire the BBQ Trailer (Trailer) including all accessories, tools, tyres, equipment and two (2) full bottle of gas.

The Hirer agrees that all the details listed in this hire agreement are correct.

Persons who must not tow the trailer:-

a) A person who is not identified as a Driver or has not been identified in writing to the Shire of Wickepin and approved by the Shire of Wickepin in writing.

b) A person who is not licensed for that class of vehicle.

c) A person whose blood alcohol concentration exceeds the legal limit.

d) A person who has given or for whom you have given a false name, age, address or drivers licence.

e) A person, whose licence has been cancelled, endorsed or suspended within the last three years.

f) A Person who has held a drivers licence for less than 2 years

The Hirer is to organise the collection and return of the Trailer within business hours of the Shire Administration building, Monday - Friday 8.30am - 4.30pm.

The Trailer will be collected and returned to the Shire Administration Office unless otherwise agreed with a Shire Officer. The Hirer agrees to pay all charges prior to collection of the trailer and provide proof of identity (licence) noted on the Hire Agreement. The Hirer agrees to pay any additional charges which may fall due upon the trailers return.

The Hirer will become liable for all charges for additional days hire, cleaning and repair of the trailer and replacement of any items not returned and not repairable and all costs of retrieving the trailer should the Hirer fail to return it.

The Hirer will return the trailer on the due date, thoroughly cleaned and free from all grease (fair wear and tear excluded).

If in the opinion of Shire Officers the trailer and equipment are returned dirty or soiled then a Cleaning Fee of $65 per hour will be applied.

A Trailer Bond of $200.00 will be charged. Failure to return the trailer at the end of the event will result in forfeiture of the trailer bond.

Any structural damage must be reported immediately. The bond will not be returned where structural damage has occurred.

Failure to return the BBQ Trailer in a clean condition free of grease on the discretion of
Shire Officers will also result in forfeiture of the trailer bond, unless the BBQ Trailer is cleaned by the hirer or someone is nominated by the hirer on the day of return.

All equipment and accessories relating to the Trailer will be inspected prior to hire. Should equipment become damaged and deemed unsafe to use or in need of repair during the period of hire the equipment should not be used and the Hirer should inform Shire Officers upon return of the Trailer.

The Hirer will undertake an Inventory Check on return of the Trailer together with a Shire Officer or other duly delegated person. The Hirer will be responsible for the cost of any replacements of missing items or repairs for damage caused through negligence or misuse (fair wear and tear excluded).

It is the responsibility of the Hirer to ensure the Trailer's lighting is operating properly and that the appropriate 7-pin vehicle plug is fitted prior to pick up. If the trailer is not in correct working order Shire staff are to be notified and the trailer is not to be taken from the Shire Administration building.

If for any reason the Hirer is unable to return the Trailer on the due date, the Hirer will notify the Shre of Wickepin Office before that date and will pay all additional hire charges at the applicable daily rate.

The Hirer will at all times use the Trailer in accordance with any manufacturer's instructions provided by the Shire of Wickepin.

The Hirer will not attempt to alter, modify or interfere with the Trailer or any accessories thereon and will only use the Trailer in a responsible and prudent manner.

The Hirer will not overload the Trailer or exceed its load capacity of 1,000kg.

The Hirer will not permit the Trailer to be taken on any beach area or in direct contact with salt water. The Hirer will not drive or park the Trailer where it is at risk of being flooded or damaged.

The Hirer will reimburse the Shire of Wickepin for all damage or injury to the equipment caused by water whether due to water crossing or part of total immersion in water or any other fluid for any reason.

Any and all traffic infringements, parking fines, legal costs incurred during the hire period are at the Hirers' expense.

The Hirer will promptly report any loss or damage to the Trailer or loss involving the Trailer while rented under this agreement to the Shire of Wickepin and will deliver to the Shire Administration building immediately, every summons, complaint or paper in relation to such loss. Compliance with this paragraph does not excuse the Hirer from reporting all incidents to police or other proper authorities.

The Hirer will ensure that the Trailer is adequately secured, locked and protected from the environment or other adverse conditions.

The Hirer acknowledges and agrees:-

a) To use and operate the Trailer at their own risk;

b) That the Shire of Wickepin will not be liable for any loss or damage caused to the property of the Hirer or any third party resulting from the use of the Trailer;

c) To the full extent permitted by the law to releases, discharges and indemnifies the Shire of Wickepin from all claims and demands on the Shire of Wickepin arising out of or consequent to the use or misuse of the Trailer during the period of hire;

d) No cause of action shall arise in favour of the Hirer, nor demand made by the Hirer, for loss of use against the Shire of Wickepin should the Trailer by any cause whatsoever become unusable during the period of hire.

e) No right of the Shire of Wickepin under this agreement may be waived except in writing by an Officer of the Shire of Wickepin.

I acknowledge that I have read the foregoing Terms and Conditions and that the Trailer is delivered to me in good order and condition.

Remember this Trailer has been purchased for the use, convenience and enjoyment of the Community. Please treat it with care so as to keep the Trailer to a high standard.

The Shire of Wickepin retains the right to change, alter or adopt new rules at any time and to also refuse a request to hire the Trailer.

x…… Signature of the Hirer

x…… Signature of Shire of Wickepin Officer

Date: / / 20

OFFICE USE ONLY

Initial Booking		***Trailer Returned***	
Copy Drivers License (Both Sides)		**Trailer Inspected by Hirer and Shire Officer**	
Payment Received		**Cleaning / Damages $**	
Bond Received		**Charge Amount $**	
BBQ Trailer File Updated		**Debtor**	
Booking on Calendar		**Receipt No**	
Notified Mechanic		**Notified Mechanic**	