

# PickaTrailer

## Terms & Conditions

### Amendments

These terms & conditions may change in future. Any changes will be available to view online.

1. PickaTrailer Agreements
2. Customer Agreements
3. Damage Waiver
4. Payments
5. Cancellation Policy
6. Late fees

### 1. PickaTrailer Agreements

#### 1.1. PickaTrailer will:

- 1.1.1. Provide trailers to customer in clean and working order.
- 1.1.2. Cancel or refuse hire of trailer/s if use is suspected for illegal or advertising/marketing purposes.
- 1.1.3. Cancel or refuse hire of trailer/s if customer is suspected to be under the influence of drugs and/or alcohol.

#### 1.2. PickaTrailer will not:

- 1.2.1. Be liable for any damage or injury caused by trailer/s.
- 1.2.2. Distribute personal Information for marketing research.

### 2. Customer Agreements

#### 2.1. The customer **must**:

- 2.1.1. Return the trailer/s on the due date and time.
- 2.1.2. Ensure trailer is used for its intended purpose.
- 2.1.3. Return the trailer/s in clean and working order.
- 2.1.4. Use and operate trailer/s in a safe manner according to Australian road rules and regulations.
- 2.1.5. Ensure they are competent/qualified and hold a valid Australian driver's licence suitable for use of motor vehicle.
- 2.1.6. Indemnify PickaTrailer in the event of any damage and injury caused by the customer to any person or property and ensure they have appropriate insurance to cover any liabilities.
- 2.1.7. Ensure all loads are safely secured and indemnify PickaTrailer in the event of any damage/injury that may occur due to fallen items from trailer/s.
- 2.1.8. Identify and authorize permission to any third-party collecting trailer/s on behalf of the customer with written confirmation and Photo ID.
- 2.1.9. Ensure their vehicle is road worthy, registered and appropriately insured.
- 2.1.10. Ensure they can competently and correctly connect and disconnect trailer to the vehicle.
- 2.1.11. Identify any pre-existing wear or damage to trailer to PickaTrailer before commencement of hire.
- 2.1.12. Return trailer to designated return location.
- 2.1.13. Ensure their vehicle has adequate power/equipment to safely operate the trailer/s.
- 2.1.14. Notify PickaTrailer in the event of any damage and/or accidents to the trailer/s within 4 hours of the event.
- 2.1.15. Pay all costs involved in cleaning trailer/s not bought back in cleanly fashion.
- 2.1.16. Pay the full cost of any repair to trailer or property in the event of damage caused by customer and thus lose part or complete deposit.
- 2.1.17. Pay all tolls, fines, traffic infringements or penalties incurred by the customer.
- 2.1.18. Pay all charges including legal fees involved in recovering PickaTrailer assets.
- 2.1.19. Pay all repair cost due to damaged wheels or tyres, including road side service.
- 2.1.20. Authorize PickaTrailer to charge the customer all amounts owing to PickaTrailer to the credit card or account details which is provided.

- 2.1.21. Agree and authorize PickaTrailer to enter any premises where trailer/s are located in order for repossession if not returned on due date.
- 2.1.22. Ensure any disputes relating to hire charges be corresponded to PickaTrailer within 30 days after end of hire. Hire charges will be considered accepted by customer after this period.

2.2. The Customer must **NOT:**

- 2.2.1. Repair, tamper or damage the trailer/s and any parts thereof.
- 2.2.2. Attach any advertising or marketing to trailer/s.
- 2.2.3. Lose trailer/s.
- 2.2.4. Use the trailer whilst being affected by drugs and/or alcohol.
- 2.2.5. Go beyond the recommended/legal load capacity limits of the trailer/s and motor vehicle.
- 2.2.6. Carry any dangerous, prohibited or illegal contents on the trailer.
- 2.2.7. Go above the legal or recommended speed limit.

### 3. Damage Waiver.

- 3.1. Damage Waiver is included on all hires. This is the cost incurred for any damages and repairs up to the Damage Waiver Excess amount. Damage Waiver is not insurance and **DOES NOT cover or apply when:**
  - 3.1.1. Trailer/s are lost or stolen.
  - 3.1.2. Customer is under the influence of drugs and/or alcohol.
  - 3.1.3. Customer is not appropriately licenced.
  - 3.1.4. Trailer/s is overloaded beyond intended use.
  - 3.1.5. Trailer/s damage is due to insufficient clearance by any overhead man-made or natural object.
  - 3.1.6. Damage to trailer is caused by unsealed or off-road use.
  - 3.1.7. Customer has purposely damaged trailer/s.

### 4. Payments.

- 4.1. The customer will pay hire charge and Security Deposit before commencement at start of hire.
- 4.2. Security Deposit will be refunded upon satisfactory return of trailer/s.
- 4.3. Part or whole deposit may be kept due to damages found on trailer/s.
- 4.4. Credit card payments may take several days before they appear on customer's bank statements.

### 5. Cancellation Policy.

- 5.1. Bookings cancelled with **over** 24 hours' notice will incur 5% of the hire charge fee and remaining balance & deposit refunded.
- 5.2. Bookings cancelled with **under** 24 hours' notice will incur 1 full day hire charge & remaining balance & deposit refunded.
- 5.3. Credit card refunds may take several days to process.
- 5.4. All bookings can be cancelled by calling our office during business hours.

### 6. Late Fees.

- 6.1. Trailer/s not returned within the day or within business hours, will incur a single day hire charge times two and every day thereof until returned. (E.g. One day Late = One day Hire x 2)