

TRUCK HIRE AGREEMENT

HIRER Company Name: _____

Ms/Mrs/Mr. First Name: _____ Last Name: _____

DRIVER Ms/Mrs/Mr. First Name: _____ Last Name: _____ Date of Birth: ___/___/___

Drivers Licence No.: _____ State: _____ Expiry Date: ___/___/___

ADDRESS (as on Driver's License): _____

City: _____ State: _____ Postcode: _____

PHONE Home: _____ Mobile: _____ Email: _____

By consenting to receiving all correspondence from this Facility by email you agree that no Notices or correspondence will be sent by traditional mail. It is your obligation to update your email address when necessary. Yes, I consent to email only.

HIRE DETAILS

TIME OUT Date: ___/___/___ Time: ___:___ am/pm **TIME RETURNED** Date: ___/___/___ Time: ___:___ am/pm

HIRE COSTS Deposit \$ _____ Hire Fee \$ _____ per day/hour/km Fuel Required Yes No

Fuel \$ _____ per litre Cleaning Fee \$ _____ Late Return Fee \$ _____ Cleaning Required Yes No

All fees include GST except the deposit which is refundable.

INSURANCE

The vehicle is covered by comprehensive insurance. Insurance does NOT cover the Hirer for any of the following:

a) the first \$ _____ of the cost of any damage or **b)** the first \$ _____ of the cost of damage if the Driver is 25 years of age or under. **c)** Loss by theft or abandonment. **d)** Damage caused by driving the truck under low clearance bridges, foliage or other items.

The excess on the insurance for any damage to the truck or that the truck may cause to any other vehicle or property is payable regardless of whose fault the accident is. The Hirer as listed above is responsible for this cost if it is incurred.

PAYMENT OF CHARGES

After returning the vehicle, The Hirer (You) must pay The Facility Owner on demand:

a) all charges specified above and all charges payable under the Hire Agreement, less any deposits already paid;
b) any amount paid or payable by The Facility Owner or payable by You arising out of Your use of the Vehicle or imposed on You or The Facility Owner by any governmental or other competent authority (such as speeding, road toll, parking and traffic fines); and

c) any amount for which You are liable to The Facility Owner under the Hire Agreement, in respect of a breach of the Hire Agreement or for damage or loss to the Vehicle or third party property.

The minimum charge you must pay for the Hire of the Vehicle is an amount equivalent to that specified above plus the cost of damage to the Vehicle's interior if no accident occurs, plus all other agreed fees and taxes specified above.

You authorise The Facility Owner to charge all moneys payable to The Facility Owner under the Hire Agreement to Your credit card or charge account.

You must make payments for the Hire when the Facility Owner so designates including making payments in advance.

HIRER'S ACCEPTANCE

I acknowledge that I have read and understood the terms and conditions of this Agreement shown on this page and overleaf and agree to be bound by conditions of this Agreement.

Hirer's Signature

___/___/___
Date of Agreement

___/___/___
Date of Agreement

ACCEPTED BY FACILITY OWNER.
Signed for and on behalf of Facility Owner.

TRUCK HIRE AGREEMENT

TERMS AND CONDITIONS

1. The Facility Owner agrees to provide the Hirer with the use of a truck on the terms and conditions set out in this Agreement.

2. The Hirer takes possession of the truck as a bailee, and is liable for all damage to or loss of the truck during the Hirer's possession (**see Clause 7 Storer's liability for Truck**).

3: The Hirer:

a) agrees and consents to the terms and conditions set out in this Agreement,

b) consents to the photocopying of their license, and the release of this information to third parties in certain events, including but not limited to the incurrence of fines, damage to the truck and overdue fees.

c) is liable for all damage to property or personal injury caused by the truck during their possession,

d) will comply with all laws, particularly traffic and road laws and regulations, and those laws relating to the use of a motor vehicle,

e) will ensure that the recommended or legal load limits for the truck are not exceeded,

f) will be liable for any fines or fees incurred, including traffic fines, parking fines, road tolls and other costs arising as a result of the use of the truck. The Hirer agrees that any penalty incurred against the vehicle or Facility Owner during the time the Hirer is in possession of the vehicle will be assigned to the Hirer.

g) will indemnify and continue to indemnify the Facility Owner for any loss arising from the Storer's use of the truck (**see Risk and Responsibility, clause 5**).

4: Cost

a) The Hirer must pay the Hire Fee as indicated on the front of this Agreement.

b) A Cleaning Fee, as indicated on the front of this Agreement, will be charged to the Storer if the truck is not returned clean. It is at the Facility Owner's discretion whether such a fee is charged or not.

c) The truck must be returned by the time specified on the front of the Agreement. Failure to do so will attract a Late Return Fee as indicated on the front of this Agreement.

d) Must return the truck with a FULL TANK of fuel. If the truck is not returned with a full tank, the Hirer will be charged with the cost of refilling the tank at the rate indicated on the front of this Agreement, and also the indicated flat refuelling fee.

e) The Hirer is liable for the cost of repairing or replacing punctured or damaged tyres.

f) The Storer must pay any cost incurred by the Facility Owner in collecting late or unpaid fees, or in enforcing this Agreement in anyway, including but not limited to postal, telephone, debt collection, legal costs and/or default action cost.

g) In the event that the truck is damaged, lost, stolen or destroyed the Hirer is liable for the cost of repair or replacement, as determined by the Facility.

h) The Hirer will be responsible for payment of any government taxes or charges (including GST) being levied on this Agreement, or any supplies pursuant to this Agreement.

5: Risk and Responsibility

The Hirer is liable for and agrees to indemnify and keep indemnifying the Facility Owner from all claims for any loss or damage to the property of, personal injury to, the Hirer, the Facility/Facility Owner or third parties resulting from or incidental to the use of the truck.

6: Damage to Vehicle

a) The Hirer is to contact the Facility Owner immediately upon the truck, including tyres or accessories thereof, being damaged in any way. **No repairs are to be undertaken without the express consent of the Facility Owner.**

b) The Hirer will be liable for costs of any repairs, modifications or any other work undertaken on the vehicle without the express consent of the Facility Owner, including any subsequent repair costs arising as a result of the unauthorised work.

7: Hirer's Liability for Truck

The use of a truck is provided by the Facility Owner to the Storer at the sole risk of the Storer. The Storer shall bear the risk of any and all theft, damage to, or deterioration of the truck by any reason whatsoever including acts or omissions, negligent, deliberate or otherwise, of the Storer, persons under its control or third parties.

8: Limitation of Liability and Indemnity:

a) the Hirer:

i. agrees that the terms of this Agreement constitute the whole contract for use of the truck and that, in entering this contract, the Hirer relies upon no representations other than those contained in this Agreement.

ii. acknowledges that it has raised all queries relevant to its decision to enter this Agreement with the Facility Owner and that the Facility Owner has, prior to the Hirer entering into this Agreement, answered all such queries to the satisfaction of the Hirer. The Hirer acknowledges that any matters resulting from such queries have, to the extent required by the Hirer and agreed to by the Facility Owner, been reduced to writing and incorporated into the terms of this Agreement.

b) Any damages, whether for physical or economic loss, which the Facility Owner is liable to pay to the Hirer pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases other than cases of damages relating to the provision of services of a kind ordinarily acquired for personal, domestic or household use or consumption to:

i. the further supply of service equivalent to that undertaken by the Facility Owner as set out in the terms and conditions of this Agreement; or

ii. the payment of the cost for further acceptance of delivery service equivalent to that undertaken by the Facility Owner under the terms and conditions of this Agreement; or

iii. the payment of the cost of further acceptance of delivery of goods equivalent to that undertaken by the Facility Owner under the terms and conditions of this Agreement.

c) The Hirer specifically acknowledges that it is aware of the limitation of liability set out in **clause 8(b)** above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the Facility Owner's liability is a reasonable one.

9: The Hirer's liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.