

Hire Agreement Terms and Conditions

The terms and conditions of hire set out in this Hire Agreement and its Schedules are the only terms and conditions upon which the Hirer may hire the Equipment from the Owner.

1. Definitions

In this document the following expressions shall have the meanings set out below unless the meanings are repugnant to or inconsistent with the subject matter in which the expressions are used.

“Owner” is the proprietor of the equipment hired and means Moranbah Trailer Hire ABN 57 619 130 623.

“Equipment” means Car Trailer, Horse Float, Tipper Trailer and all other equipment and accessories attached or hired under the Hire Agreement.

“Event of Default” means an occurrence of any one or more breaches of the Hire Agreement.

“Hirer” means the person to whom the goods are let or hired to under the Hire Agreement.

“Hire Agreement” or “Agreement” means an agreement for the hire of goods including all terms, conditions and schedules outlined within.

“Hire Confirmation” means the confirmation received by the Hirer following confirmation of payment which specifies the duration of hire.

“Hire Fee” means the total payment due for the full Hire Period including any administrative fees and taxes.

“Hire Period” means the duration of hire from commencement to return as specified in the Hire Confirmation.

2. Interpretation

- i. The headings of this Hire Agreement are for convenience only and do not affect interpretation.
- ii. A reference to the singular includes the plural and vice versa.
- iii. A reference to an individual will include corporations and vice versa.
- iv. If a word or expression is defined, its other grammatical forms have a corresponding meaning.
- v. This Hire Agreement will be construed in accordance with and governed by the laws of Queensland. Each party submits to the non-exclusive jurisdiction of the courts of Queensland there in connection with matters concerning this Agreement.
- vi. References to any statutory enactment shall mean and be construed as references to that enactment as amended and modified and re-enacted from time to time, and to any enactment which repeals or replaces the original enactment and includes regulations, orders in council or ordinances made pursuant to the relevant enactment.

3. Severability

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

4. Hire of Equipment

- i. The hiring of Equipment will commence from the commencement date specified on the Hire Confirmation and continue for the term specified in the Hire Confirmation.
- ii. The Hirer is entitled to use the Equipment for the Hire Period as outlined the Hire Confirmation and for any agreed extension of the period.
- iii. The Hirer agrees to return the Equipment to the address of the Owner on or before the Hire Period end date and time.
- iv. The Owner will not refund any hire monies if the Hirer elects to return the Equipment prior to the end of the Hire Period.
- v. The Hire Agreement may not be transferred or assigned to any other party without the prior consent in writing of the Owner.

5. Payment for Rental

- i. The Hirer agrees to pay the Owner the Hire Fee for the Equipment for the Hire Period as specified in the Hire Confirmation.
- ii. The Hire Fee must be paid to the Owner prior to or on the commencement of the Hire Period, including any applicable taxes.

6. Tolls, Fines and Additional Charges

- i. All toll charges will be charged a \$35.00 administration fee plus the value of the toll fee or fine.
- ii. All penalty and traffic infringement fines, including but not limited to, exceeding speed limit, red light camera and parking fines will be charged a \$50.00 administration fee in addition to the value of the fine or penalty applicable.
- iii. Any changes to bookings including but not limited to date, time, location or Equipment type or size will incur an \$11.00 change fee.
- iv. The Hirer authorises the Owner to charge its credit or debit card for all such administration charges plus the fee or fine values where applicable without any further authority required by the Owner regardless of who was in possession or control of the Equipment when the fee or fine was incurred and regardless of whether the Hirer or any other person intends to appeal or otherwise dispute the fee or fine.

- v. In the event of a credit or debit card payment being declined, attempts will continue to be made every 24 hours to process due payment. The Owner will attempt to make contact with the Hirer regarding the overdue payment.

7. Refund and Cancellation Policy

- i. Refunds and cancellations are subject to the following.
 - a. All cancellations require a minimum of 24 hours' notice prior to the start time and date of the booking.
 - b. A holding and cancellation fee of \$40 will be deducted from the refund in any event of cancellation with less than the required 24 hours' notice, regardless of cancellation reason.
 - c. Any notice pursuant to this clause is to be made by phoning the Owner during business hours.
 - d. There is no refund for any early return of the hired Equipment.
 - e. To the extent permitted by law, the Owner shall not be liable to the Hirer or its agents in respect of any breakdown or failure of the Equipment.

8. Use, Operation and Maintenance

- i. 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.
- ii. The Equipment must not be used by anyone other than the Hirer.
- iii. Equipment must not be towed by vehicles with a greater than 4.5 tonne gross vehicle mass (GVM).
- iv. The Hirer will use the Equipment in a good and careful manner respecting the Equipment, will comply with all of the manufacturer's requirements and recommendations, and with any applicable law, whether local, state or federal with regard to the use of the Equipment, including, but not limited to, environmental and copyright law.
- v. The Hirer agrees to comply with all occupational health and safety laws relating to the use of the Equipment and related operations.
- vi. The Hirer must ensure the Equipment is returned to the Owner thoroughly cleaned. In the event that the Equipment is in a dirty condition in the opinion of the Owner, the Equipment shall be cleaned at the Hirer's expense. The Hirer will pay the Owner the reasonable costs for cleaning the Equipment. The Hirer agrees to the Owner deducting a bond to cover such expenses in the event the Equipment is not returned in the same condition as hired and collected.
- vii. Unless the Hirer obtains the prior written consent of the Owner, the Hirer must not alter or modify the Equipment.

viii. The Hirer is permitted to apply attachments to the Equipment if the attachment is easily removable without damaging the Equipment, or modifying the functional capabilities or economic value of the Equipment. An example of a permitted attachment is cargo netting or tie down straps which are readily removable without damaging the Equipment.

9. Long Term Hire

- i. It is the Hirer's responsibility to ensure the Equipment in a roadworthy condition. If the Hirer feels that the Equipment requires attention, the Hirer must contact the Owner during business hours to arrange a maintenance inspection as soon as possible.
- ii. Any faults with the Equipment must be reported to the Owner during normal business hours, prior to further use of the Equipment, without exception.
- iii. The Owner reserves the right to exchange the hired Equipment with an equivalent item at any time during the Hire Period.

10. Hirer's Warranties and Declaration

- i. The Hirer will at or before the commencement of hire inspect and confirm for itself that the Equipment is in a good and serviceable condition. The Owner reserves the right to exchange the hire item at the said location or nearest possible location with an equivalent item at any time before and during the booking or Hire Period. In the event that the exchange of item or location cannot occur, the Owner reserves the right to refund the Hire Fee without any compensation. The Hirer is responsible for ensuring the correct piece of Equipment is taken by checking that the registration number detailed on the Hire Confirmation matches the piece of Equipment. Taking the wrong piece of Equipment will incur a fee of the difference in the Equipment type and Equipment Hire Fee including any on charges, costs or other liabilities to compensate for any inconveniences caused to other Hirers.
- ii. The Hirer agrees to insure its own property and towing vehicle against loss or damage for any reason whatsoever prior to loading or towing the Equipment, and agrees that no claim for loss or damage to such property or vehicle shall be made against the Owner.
- iii. The Hirer affirms the Equipment will not be used for any illegal purposes.
- iv. The Hirer shall use the Equipment in a skilful and proper manner, and shall not speed, overload it or use it other than for its normal, rated and intended purpose. Equipment dimensions published are approximate only. If there is any doubt on the capacity required, it is recommended to select the next Equipment size up. The Hirer will not carry more than 350 kg or the allowed ball weight on the tow bar for the vehicle used to tow. The Hirer will ensure the weight of the load is at least 70% in the front half of the cargo space on the Equipment. The Hirer must not exceed 100km per hour, or less where lower speed limits apply. Any instance where this clause is breached will result in a \$150 penalty fee in addition to any expenses related to damage, maintenance or wear and tear incurred as a result of the Hirer breaching this clause.

- v. The Hirer acknowledges that the relevant Australian Transport Authority requires safety chains and proper lights. It is the Hirer's responsibility to comply with all applicable rules and regulations including load capacity and operation of the Equipment and of the towing vehicle.
- vi. The Hirer declares and guarantees the following.
 - a. They have the knowledge, skill and ability required to enable them to carry out the loading, towing and unloading of the Equipment safely and without incident or accident.
 - b. Will take due care by following the Safety Instructions under the Hire Agreement [Schedule 1: Important Information on Safe Operation of Trailer, Loading and Tipping], and any other safety instructions or guidelines that the Owner may provide.
 - c. Will follow any other applicable requirements and recommendations for Equipment loading, towing and unloading issued from time to time by the relevant Australian Transport Authority. The Hirer will not itself and will not allow others to load, tow or unload the Equipment without the required competency (knowledge, skill and ability) to fulfill these guarantees.
 - d. The Hirer will not load, tow, unload or otherwise travel with the Equipment on any kind of unsealed road or any other transportation route. For the avoidance of doubt, an unsealed road is defined as a road that does not have a sealed bitumen surface. Equipment is not to be taken onto sand, the beach or submersed into salt water under any circumstances. Any instance where this clause is breached will result in a \$150 penalty fee in addition to any expenses related to damage, maintenance or wear and tear incurred as a result of the Hirer breaching this clause.
- vii. The Hirer agrees to secure the load including all property, goods or stock within the parameters of the Equipment to ensure that loads or part thereof will not under any circumstances part from or leave the Equipment during transit or otherwise so it doesn't endanger and/or damage self, passengers, other road users, the Hirer's vehicle, the Hire Equipment, and road infrastructure.
- viii. The Hirer is responsible for the correct and safe connection of the Equipment to the towing vehicle. Only 'broken in' horses are permitted in the Horse Float. No other livestock is permitted in any Equipment. The Hirer will secure their load using suitable tie down materials that will not damage the Equipment. The Hirer agrees not to use the winch on the Equipment to secure the load.
- ix. The Hirer agrees to have the coupling attached to the tow vehicle at all times when loading, whilst loaded and during unloading. The jockey wheel is for raising and lowering the Equipment and is not to be used to manoeuvre the Equipment.
- x. The Hirer agrees to carry the spare wheel provided on the Equipment at all times.
- xi. The Hirer agrees to carry a jack at all times; the Owner does not supply this item.
- xii. The Hirer authorises all charges for the hire of the Equipment to be charged and debited to the Hirers credit card or debit card along with any credit or debit card surcharge, including any additional equipment and accessories used but not paid for, late fees or damage fees, as applicable.

- xiii. The Hirer agrees that all additional charges related to the hire of the Equipment, including without limitation, all costs and charges in connection with any breach by the Hirer of the Hire Agreement and its terms and conditions, will be automatically charged and debited to the Hirers credit or debit card. If additional charges are not paid, then further action will be taken to recover monies owed.
- xiv. The Hirer must hold a valid Australian Drivers Licence (and allows for towing of the hired Equipment) and confirms that they are the same person as named in the licence provided and attached to this hire agreement for verification purposes.
- xv. The Hirer agrees that in the event of incorrect licence details being provided, that the credit card details provided by the Hirer is proof of hire.
- xvi. Upon cessation of the Hire Period, the Hirer at his own expense must return the Equipment to the address stated on the Hire Confirmation, from which it was hired. The Equipment must be parked in the site's designated return area and secured before the Hire Period and this Hire Agreement will be terminated.
- xvii. The Hirer acknowledges and agrees to pay in full to the Owner the standard Equipment recovery fee of \$2,250.00 should the Hirer fail to return the hired Equipment to the address stated on the Hire Agreement.
- xviii. In the event the Equipment cannot be returned by the Hire Period due date and time, the Hirer must advise the Owner by phoning during normal business hours before the Hire Period ends. The Hirer must advise the Owner of the estimated time of return and accept charges to the credit or debit card to extend the original Hire Period, subject to availability. The Owner reserves the right to refuse an extension and require the Equipment to be returned by the Hire Period. This step terminates the Hire Agreement between the Owner and the Hirer at the expiry time advised by the Owner.
- xix. Failure by the Hirer to return the Equipment by the Hire Period due date and time, will be deemed intent on the part of the Hirer to not return the Equipment, the Police will be informed and the Equipment will be reported as stolen. When Equipment is not returned by the agreed Hire Period due date and time, the post due-time period until return of the Equipment shall be treated for charging purposes as overdue. The charge for overdue Equipment will be an additional \$20 fee for the first 15 minutes, and then an additional \$20 for every hour (or part thereof) following until the Equipment is returned to the site's designated return area and secured. Late return not advised as above and within 24 hours after the Hire Period has expired will be considered as stolen Equipment and the Hirer will be liable to prosecution for theft and all charges associated with recovering the Equipment.
- xx. The Hirer authorises the Owner to send SMS correspondence to offer extensions, subject to availability.
- xxi. During the continuance of hiring, the Hirer will not do any of the following.
 - a. Sell, offer for sale, assign, mortgage, pledge or underlet the Equipment or any interest of the Hirer therein.
 - b. Part with possession of the Equipment.
 - c. Allow any lien to be created in respect of the Equipment whether for repairs or otherwise.

- xxii. The Hirer acknowledges that the Owner may use satellite tracking devices on any of its hire Equipment. The Hirer agrees and acknowledges that the Owner and/or its business partners may use and disclose data recorded in relation to the Hire Agreement and in conjunction with any future promotional or marketing undertaken by the Owner or its business partners.
- xxiii. The Hirer shall be responsible for all freight and other charges where incurred by the Owner or the Hirer in respect of the delivery and return of the Equipment.
- xxiv. In the event of the Hirer being delayed in returning the Equipment, the Hirer is required to advise the Owner by phone. For Hire Periods of 2 days (48 hours or more), the Hirer must provide at least 12 hours' notice before the Hire Period due date and time, as stated on the Hire Agreement and/ or Hire Confirmation. For Hire Period's 1 day or less (24 hours or less), the Hirer must provide at least 4 hours' notice before the Hire Period due date and time, as stated on the Hire Agreement and/ or Hire Confirmation. If further delay is experienced and the amended Hire Period due date and time cannot be met, the Hirer is then required to give further notice to that effect. The Hirer agrees to indemnify the Owner against any costs and losses incurred by the Owner, including, without limitation, any consequential or economic loss arising directly or indirectly in connection with the Hirer's failure to provide such timely information. Except to the extent (if any) otherwise provided in the Hire Agreement, the Hirer will be totally responsible for any loss or damage caused to the Equipment during the Hire Period and before its return to the Owner. In the event of an accident, the Hirer will be liable for any costs incurred and all recovery charges to have the Equipment returned to the nearest repair location as selected and directed by the Owner. The Owner may at its discretion consider alternative repairers or service providers. This includes all towing and storage fees incurred from the date of the accident under these terms for the recovery of and repair of the Equipment.
- xxv. In the event the Hirer fails to return the Equipment to the locked position, a flat fee of \$150.00 will apply.

11. Loss, Damage and Breakdown of Equipment

- i. The Hirer will be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred (normal wear and tear excepted) during the Hire Period.
- ii. The Hirer shall make its own insurance arrangements and assume all responsibility for any loss, damage, breakdown or any other liability of or arising from the Equipment or vehicle while the Equipment or vehicle is in the care and control of the Hirer or is being used by the Hirer or its servants. The Equipment is not insured by the Owner against theft or damage while it is outside the Owners possession or control; it is the Hirer's responsibility to keep it secure.

- iii. The Hirer accepts full liability for any costs and expenses of repair or replacement relating to the Equipment or vehicle in the event that the Equipment or vehicle is lost, stolen, broken down, or in any way damaged. In the event of damage to the Equipment or its component(s), if the damage cannot reasonably or economically be repaired by the Owner, the Hirer will be charged at new retail replacement cost of Equipment, vehicle or component as the case may be. Under no circumstances will the Owner be responsible for any expenditure, damage, liability and/ or loss, including without limitation to any consequential or economic loss, incurred by the Hirer arising out of any breakdown or failure of the Equipment.
- iv. The Hirer acknowledges that it is responsible for all Equipment tyre punctures and that no claim or refund for tyres will be met without presenting the Equipment tyre in question to the Owner.
- v. If there is a breakdown or failure of the Equipment, then the Hirer must return the Equipment to the Owner at the Hirer's expense. The Hire Period will terminate upon return of the Equipment to the Owner.
- vi. The Hirer must not attempt to repair the Equipment. The Hirer agrees that he will not allow repairs to be carried out or costs to be incurred on the Owner's behalf.
- vii. In the event of any accident, damage or loss, the Hirer must report and provide full details of the accident, damage or loss to the Owner immediately following occurrence.

12. Completion of the Hire Period

- i. The Hire Period is completed when the Equipment has been returned to the Owner as follows.
 - a. In the same condition as when it was hired.
 - b. On or by the date and time outlined in the Hire Confirmation.

13. Indemnity

- i. The Hirer will indemnify and hold harmless the Owner and the Owner's servants and agents from and against any and all actions, suits, proceedings, demands, costs, expenses, damages and liabilities, including attorney's fees and costs of every description whatsoever and howsoever arising directly or indirectly from the Hirer's representations, warranties, terms and conditions express or implied, use, maintenance, transport and operation of the Equipment or otherwise.

14. Liability

- i. The Hirer will assume all risks and liabilities for and in respect of the Equipment and for all injuries to or details of persons and any damage to property howsoever arising from the Hirer's possession, use, maintenance, repair or storage of the Equipment.

15. Insurance

- i. The Owner will maintain current insurance policies in respect of the Equipment to its full insurable value.
- ii. The Hirer must hold its own Public Liability insurance and insurance arrangements. The Equipment is not insured by the Owner against theft or damage while it is outside the Owners possession or control; it is the Hirer's responsibility to keep it secure.

16. Disclaimer

- i. 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.

17. Title

- i. 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 right to pledge the Owner's credit in connection with the Equipment and agrees not to do so.
- ii. 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, not to deal with the Equipment, and not to conceal or alter the Equipment or make any addition or alteration to, or repair of, the Equipment.

18. Repossession

- i. The Owner may take repossession of the Equipment if the Hirer breaches any provision of this Agreement, notwithstanding anything else contained in this Agreement.
- ii. If repossession occurs, the Owner will charge Hire Fees up to and including the time of repossession, including, without limitation, any costs arising from loss or damage to the Equipment, administration fees, penalties, fines, recovery, towing, transportation or other costs incurred by the Owner due to the Hirer's breach of the Hire Agreement.

19. Default

- i. The occurrence of any one or more of the following events will constitute an Event of Default under this Hire Agreement.
 - a. The Hirer fails to pay any amount provided for in this Hire Agreement when such amount is due or otherwise breaches the Hirer's obligations under this Agreement.
 - b. The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the bankruptcy law of Australia or another competent jurisdiction.

- c. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days.

20. Remedies

- i. On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following Remedies.
 - a. Declare the entire amount of the Hire Fee for the Hire Period, including any other applicable administrative fees, oncosts or charges as applicable and set out in this Agreement, immediately due and payable without notice or demand to the Hirer.
 - b. Commence legal proceedings to recover the Hire Fee and other obligations accrued before and after the Event of Default.
 - c. Take possession of the Equipment without demand or notice wherever the Equipment may be located without any court order or process of law. The Hirer waives any all damage occasioned by such taking of possession.
 - d. Terminate the Hire Agreement immediately upon written notice to the Hirer.
 - e. Pursue any other remedy available in law or equity.

21. Non-merger

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

22. Consumer Guarantees

- ii. Nothing in this Agreement is intended to exclude, restrict or modify the rights which either of the parties may have under the Australian Consumer Law.
- iii. A failure to comply with the Consumer Guarantee provisions under the Australian Consumer Law to the extent they apply to this Agreement, the Business' liability is limited to (at its election), resupplying the services or paying the cost of having the services supplied again.

23. Acknowledgement

- i. The Hirer acknowledges having read this Hire Agreement, its Schedules and the associated Hire Confirmation, and warrants that all information provided is true, complete and accurate and can be relied upon by the Owner and its insurers.

SCHEDULE 1

IMPORTANT INFORMATION ON SAFE OPERATION OF TRAILER, LOADING AND TIPPING

This information is provided as a guide only and you must always be able to demonstrate that your method complies with the law and any relevant Transport Regulatory Authority.

For further information, please see the National Transport Commission's [Load Restraint Guide 2018 for Light Vehicles](#) which provides useful information on the following.

- Load planning, restraint and methods.
- Load shift and safe operating.
- Drive according to load and driving conditions.
- Other useful information on load limits and projection.



To Open and View the Load Restraint Guide

Open Camera

Frame over QR Code

NTC Load Restraint Guide 2018 for Light Vehicles will open in a web browser

Important Towing Vehicle Limitations

The Aggregate Trailer Mass (ATM) (i.e., mass of Trailer plus load) must not exceed the maximum towing capacity of the tow vehicle as specified by the vehicle manufacturer. The towing capacity of vehicles is usually provided in the vehicle operator's hand book. Also check the towbar manufacturer specification plate on the towbar as the two may differ.

1. The maximum load on a heavy duty 3 way tipper trailer is rated at 3490kg GVM is 2.2 tonnes (2,200kg).
2. Trailers fitted with override brakes may not be towed by a vehicle whose unladen weight is less than the total weight of the Trailer and any equipment or load on the Trailer.
3. A 50mm diameter tow ball is a standard requirement for Trailers.

CAUTION

- The Hirer must fully read and understand the instructions to ensure safe operation.
- Do not climb on the Trailer when raised.
- Do not allow passengers on the Trailer when moving or tipping.
- Never drive with the Trailer body raised or attempt to facilitate discharge of load by jerking the Trailer.

Loading

- Ensure the Trailer is fundamentally stable on even ground.
- Ensure the load is evenly spread, not heaped above the top of the sides.
- Ensure the maximum payload is 2.2 tonnes or less.
- Ensure the towing vehicle is rated at and has a safe towing capability.
- When loading, it is essential that the hydraulic cylinder is in the resting position and the tray is flat in contact with the fixed subframe. If not, there is risk of damaging the hydraulic cylinder.

Tipping Preparation

- Before tipping, ensure the Trailer is safely parked on firm level ground with no overhead power lines or obstructions above or around the Trailer. For best practice, ensure there are no bystanders within a 3m clearance zone of all sides when raising and lowering the Trailer load.
- Ensure that both locking clamps positioned on the front underside of the trailer (left and right sides) are unclipped [Image 1].



Image 1: Locking Clamps Unclipped

- Pull out the rear leg release handle to release the rear legs [Image 2a].
- Place rear leg release handle into the locked position once leg is locked into position [Image 2b].



Image 2a: Rear Leg Release Handle



Image 2b: Rear Leg Release Handle Locked in Position

- Lower rear legs before tipping to ensure they are firm on the ground [Image 3].
- Use rear leg crank to raise and lower legs [Image 4].



Image 3: Lower Rear Legs

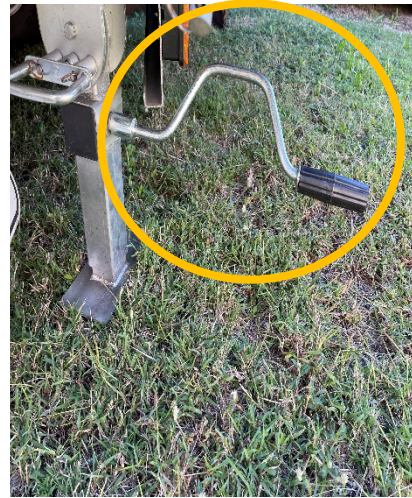


Image 4: Rear Leg Crank

- Before tipping it is essential that you remove the side boards and mesh panels from the Trailer to ensure they're not damaged [Image 5b].



Image 5a: Sideboards Attached



Image 5b: Sideboards and Mesh Panels Removed

- When side tipping, never tip past the safety chain. Never remove safety chain [Image 6].



Image 6: Safety Chain

- Do not reach under the raised Trailer body for any reason unless it has been safely chocked first using the safety bar [Image 7].



Image 7: Trailer Safely Chocked

Tipping Combinations

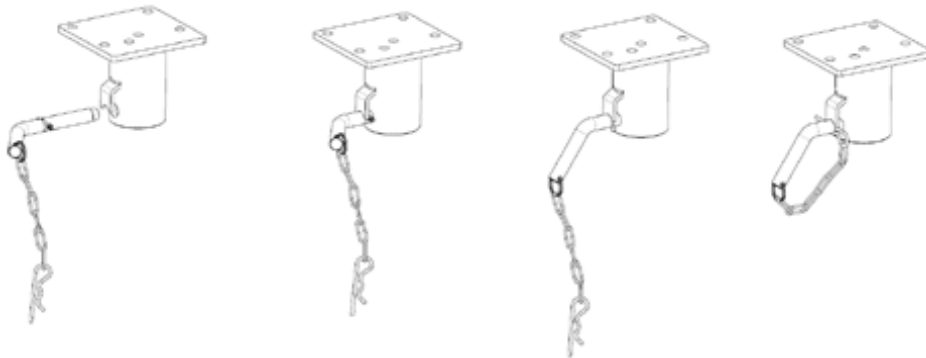
- Several combinations are possible for locking the spheres depending on the type of tipping to be performed.
- The three-way tipper is supplied with 2x pins which are symbolised in red and yellow on the Tipping Instructions (Left; Right; Rear) further below.
- The images demonstrate the correct positioning of the pins based on the tipping combination required.
- **Important:** The side the tipper will be tilted to must always be locked.
- To place the tipper into a tipping lock, place the locking pin through the sphere on the underside of the tipper [Image 8: Tipping Lock]



Image 8: Tipping Lock

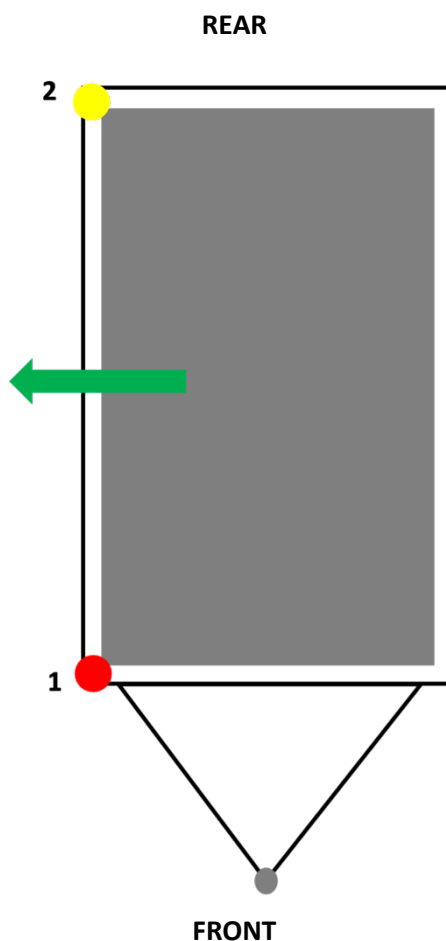
How to Position the Sphere Locking Pin

- Take the pin, lever horizontal.
- Introduce it into the articulation housing and push it in through to the stop.
- Pivot the pin 180° downwards to lock. In this position the pin is locked correctly once the lock pin is introduced.
- Introduce the lock pin into the pin.



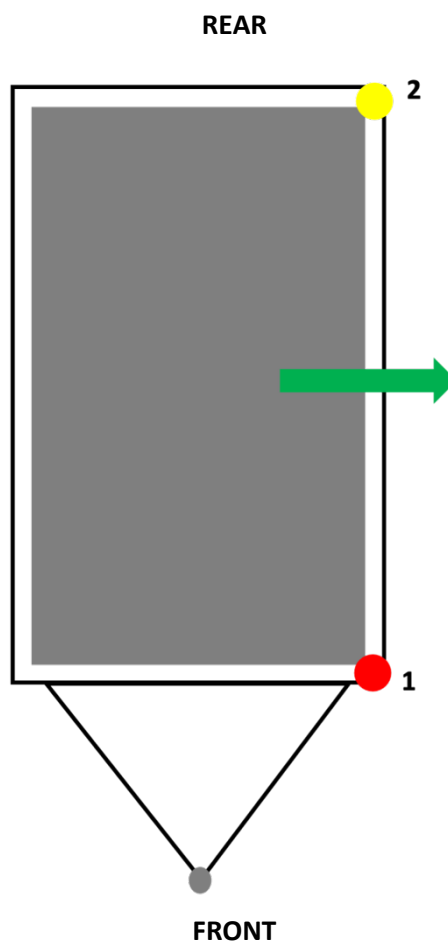
Tipping Left

- Direction of tipping is left (green arrow).
- Place locking pin 1 (red) through the front left sphere.
- Place locking pin 2 (yellow) through the rear left sphere.
- **Important:** Please refer back to Tipping Preparation and ensure all steps have been carried out.
- To tip, ensure electrical breaker is switched on to provide power to the pump motor. The breaker is located above the battery which is located inside the toolbox at the front of the Trailer.
- The tipping remote (yellow) is located in the front of the toolbox. The remote has both up and down controls clearly indicated.
- There is a ~2m lead on the tipping remote to allow you to move around the Trailer to ensure you have clear line of sight during unloading.
- Please ensure the tipping remote lead is not caught between the trailer during hydraulic manoeuvring as this may damage the cable.



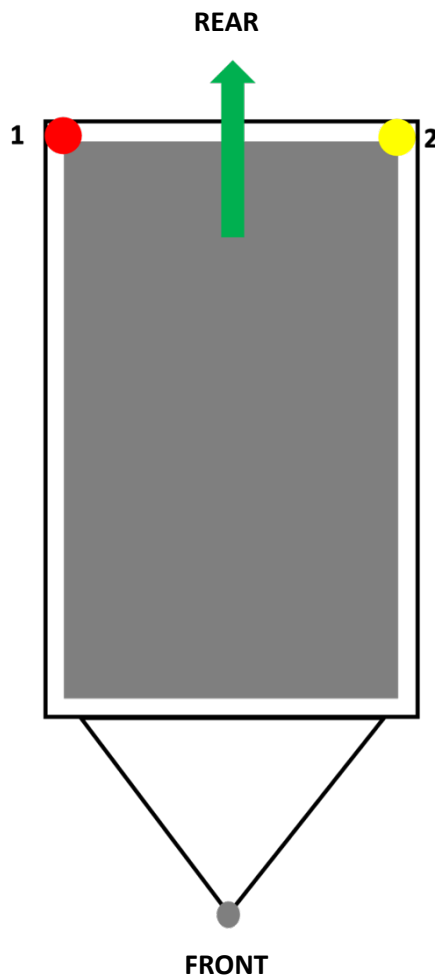
Tipping Right

- Direction of tipping is right (green arrow).
- Place locking pin 1 (red) through the front right sphere.
- Place locking pin 2 (yellow) through the rear right sphere.
- **Important:** Please refer back to Tipping Preparation and ensure all steps have been carried out.
- To tip, ensure electrical breaker is switched on to provide power to the pump motor. The breaker is located above the battery which is located inside the toolbox at the front of the Trailer.
- The tipping remote (yellow) is located in the front of the toolbox. The remote has both up and down controls clearly indicated.
- There is a ~2m lead on the tipping remote to allow you to move around the Trailer to ensure you have clear line of sight during unloading.
- Please ensure the tipping remote lead is not caught between the trailer during hydraulic manoeuvring as this may damage the cable.



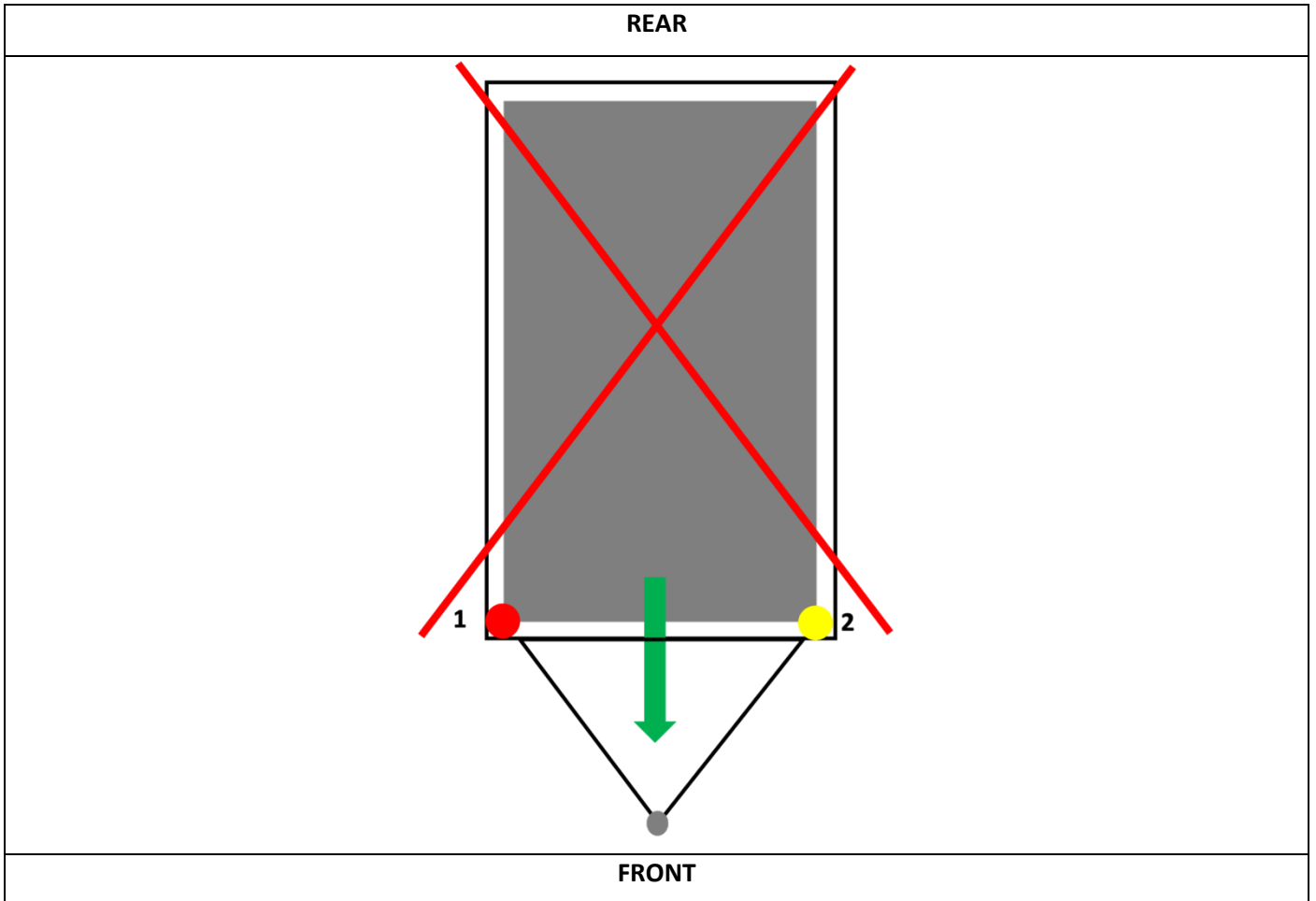
Tipping Rear

- Direction of tipping is to the rear (green arrow).
- Place locking pin 1 (red) through the rear left sphere.
- Place locking pin 2 (yellow) through the rear right sphere.
- **Important:** Please refer back to Tipping Preparation and ensure all steps have been carried out.
- To tip, ensure electrical breaker is switched on to provide power to the pump motor. The breaker is located above the battery which is located inside the toolbox at the front of the Trailer.
- The tipping remote (yellow) is located in the front of the toolbox. The remote has both up and down controls clearly indicated.
- There is a ~2m lead on the tipping remote to allow you to move around the Trailer to ensure you have clear line of sight during unloading.
- Please ensure the tipping remote lead is not caught between the trailer during hydraulic manoeuvring as this may damage the cable.



PROHIBITED

LOCKING THE TWO FRONT SPHERES IS STRICTLY PROHIBITED



Bluetooth Braking System

- To activate the bluetooth braking system, vehicle lights must be ON at all times.
- To adjust the trailer brakes ensure the remote is connected by having the vehicle lights ON.
- There will be 5 different programs to select from.
- Each program will adjust the brakes to react with more power.
 - Program 1 is for an empty trailer.
 - Program 2 is for a light load.
 - Program 3 is for a medium load.
 - Program 4 is for a heavy load.
 - Program 5 is for a heavy load.



IMPORTANT
BEFORE STARTING OFF ON YOUR HIRE

- Safety chains must be attached to tow vehicle correctly.
- Ensure coupling handle is correctly down.
- Ensure all lights are working correctly. It is recommended that you drive with your lights on to increase visibility to other drivers while towing.
- Ensure all wheels are inflated and the tyres are free from damage.
- Ensure all sideboards are latched and all mesh cages are correctly locked into position.
- Ensure both locking clamps positioned on the front underside of the trailer (left and right sides) are correctly locked into position.
- Ensure that you understand and activate the bluetooth braking system before operating your vehicle.
- For information or questions on the above, please contact the Owner during business hours.
- If unsure and you do not feel like you have the competency to operate the Trailer, you are not to take the Trailer. The Hirer will contact the Owner immediately should the item fail to meet the hirers expectations.

SCHEDULE 2

OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS FOR TRAILER HIRE

The Hirer confirms they hold a current Australian drivers licence and understands the following.

- Their obligation to safely operate a vehicle on any type of designated or undesignated roadway, or property accessway in accordance to the State's Road Safety and Traffic Rules and Regulations.
- The Owner provides to the Hirer basic support to assist in the Hirer's understanding of the Trailer hire.
- The Owner is not an authorised trainer or assessor in safe towing.
- If the Hirer feels that they are not competent to safely attach or tow the Trailer, the Owner recommends that the Hirer does not hire or operate the Trailer and to contact an authorised training organisation and/ or the relevant Transport authority.
- Every effort is undertaken to ensure the hire Trailer is in a roadworthy condition. The Hirer confirms that if there are doubts about its roadworthiness, then they will report this immediately to the Owner.
- As part of the hire program and in addition to the terms and conditions of use, it is the Hirer's responsibility to report any identified or potential faults with the Trailer, immediately to the Owner.
- The Hirer hereby certifies and warrants to the Owner that they are competent with (and not limited to) the following activities associated with safely operating a Trailer.
 - i. Correctly connecting and disconnecting the Trailer coupling hitch.
 - ii. Correctly applying the safety chain connections.
 - iii. Correctly applying the Trailer light plug connections.
 - iv. Conducting light operation checks prior to and after use.
 - v. Ensuring safe load distribution on and off the Trailer.
 - vi. Ensuring any load is safely secured during loading and unloading activities, when parked or under tow.
 - vii. Correctly securing the jockey wheel when the Trailer is both under tow and not undertow.
 - viii. Adhering to the maximum load rating allowed for the Trailer.
 - ix. The braking system of the Trailer (if applicable).
 - x. Operating the Trailer without over or under inflated tyres.