

# TOWN OF PORT HEDLAND

## TERMS AND CONDITIONS OF RENTAL AGREEMENT

### Community BBQ Trailer

#### 1. INTERPRETATION

- 1.1. The Rental Agreement between the Town of Port Hedland (ToPH) and the Renter made on the date set out as shown on the Rental Document comprises:
  - 1.1.1. These terms and conditions handed to the Renter with the Rental Document signed by the Renter; and the Rental Document.
  - 1.1.2. In this Rental Agreement:

“Rental Period” means the period commencing on the date shown on the Rental Document and ending on the date as shown on the Rental Document;

#### 2. RENTAL OF TRAILER

- 2.1. The Trailer is available to rent to all not for profit, incorporated community based organizations, schools, religious groups, with first preference for hiring being given to community and sporting groups.
- 2.2. Council delegates to the Chief Executive Officer the authority to determine trailer rental to organizations other than the above.
- 2.3. Renter is liable for any unauthorized repairs to the Trailer and for all parking and traffic violations in respect of the Trailer during the rental period. ToPH will not reimburse the Renter for authorized repairs to the Trailer, if applicable, without receipts.

#### 3. RETURN OF TRAILER

- 3.1. Renter must return the Trailer to ToPH:
  - 3.1.1. At the place, date and time shown on the Rental Document;
  - 3.1.2. In the same condition as it was at the commencement of the rental period, fair wear and tear excepted
- 3.2. If the Renter returns the Trailer to a location other than that shown on the Rental Document, a “one way fee” may be applicable and is payable by the Renter on termination of the Rental Period.
- 3.3. When the Renter returns the Trailer to the Depot, and it is not open for business, the Rental Period continues until that time the Trailer is returned to the Depot.
- 3.4. If the Renter returns the Trailer on a date or at a time or both other than that shown on the Rental document the Rental Document is breached.
- 3.5. ToPH may terminate this Rental Agreement and repossess or demand the return of the Trailer without notice if ToPH suspects that the Renter has breached the terms and conditions of the Rental Agreement or if it is likely that damage or injury may occur or if its use will contribute to an industrial dispute. If such a termination occurs, the Renter must pay ToPH all costs and charges in repossessing the Trailer and all costs and Charges incurred under this Rental Agreement.

#### **4. INSPECTION OF TRAILER**

- 4.1. The Trailer will be inspected within 2 working days, excluding Saturdays, Sundays, Public Holidays and RDO's by a ToPH Employee who will provide a condition report on the vehicle.
- 4.2. The Bond will not be refundable until this inspection has been undertaken.

#### **5. LOSS AND DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY**

- 5.1. Subject to Section 6, the Renter is liable:
  - 5.1.1. For loss of, and all damage to the Trailer; and
  - 5.1.2. For all damage to property of any person which is
    - 5.1.2.1. Caused by an act or omission of the Renter or
    - 5.1.2.2. Arises from the Renter's use of the Trailer.
- 5.2. The Renter is always liable for and Section 6 does not cover:
  - 5.2.1. The cost of rectifying any tyre damage not attributed to normal wear and tear;
  - 5.2.2. The cost of repairing any damage caused deliberately or recklessly by the Renter during the Rental Period;
  - 5.2.3. The cost of repairing any damage to the Trailer and to third party property arising as a result of a breach of any terms of the Rental Agreement or any applicable law.
- 5.3. For the purposes of Section 6, the cost of damage or repair is to be determined by ToPH in its discretion and includes:-
  - 5.3.1. The cost of repairs to the Trailer or the market value of the trailer at the time of loss, whichever is the lesser;
  - 5.3.2. Towing, storage and recovery costs;
  - 5.3.3. A reasonable administrative fee determined by ToPH; and
- 5.4. ToPH is not liable to any person, and the Renter indemnifies ToPH for any loss or damage to any property stolen from the Trailer or otherwise lost during the rental or to any property left in the Trailer after its return to ToPH.

#### **6. LIABILITY OF TOPH**

ToPH GIVES NO WARRANTY OR CONDITION AS TO THE TRAILER OTHER THAN ANY NON-EXCLUDABLE WARRANTY OR CONDITION IT IS REQUIRED TO GIVE. ToPH DOES NOT PURPORT BY THIS (OR ANYTHING ELSE) TO EXCLUDE, RESTRICT OR MODIFY ANY NON-EXCLUDABLE RIGHTS WHICH THE RENTER HAS UNDER THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER STATE OR TERRITORY LEGISLATION.

#### **7. CLAIMS AND PROCEEDING**

Where use of the Trailer by the Renter, or any other person results in an accident or claim, or where damage or loss is sustained to the Trailer, the Renter must ensure that they

- 7.1. Promptly reports such incidents to the local police as required by the traffic act or any road safety act;
- 7.2. Promptly reports such incidents in writing to ToPH;
- 7.3. Does not, without ToPH's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;



- 7.4. Permits ToPH or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party;
- 7.5. Completes and furnishes to ToPH within a reasonable time any statement, information or assistance which ToPH or its insurer may reasonably require, including attending a lawyer's offices and at court to give evidence.

**8. PAYMENT**

- 8.1. On termination of the rental, the Renter must pay ToPH on demand:
  - 8.1.1. All charges specified on the Rental Document and all charges payable under this Rental Agreement;
  - 8.1.2. All monies for which the Renter is liable to ToPH under this Rental Agreement in respect of a breach of this Rental Agreement or for damage, loss or otherwise to the Trailer.
- 8.2. The Renter authorizes ToPH to charge all monies payable to ToPH under this Rental Agreement from the bond.
- 8.3. Any refund due to the Renter will be paid by means as determined by ToPH.

Hirer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ToPH Signature: \_\_\_\_\_ Date: \_\_\_\_\_

