

## Terms and Conditions

- 1: The Trailer remains at all times the exclusive property of Tauranga Lease Horse Floats. The Hirer obtains possession by the way of bailment and does not acquire any proprietary interest in the trailer.
- 2: The Trailer is acknowledged to be received in good mechanical condition with a current WOF and Registration. The Owner will be responsible for the cost of maintenance and general wear and tear including replacement of worn tyres throughout the hire period. Punctures are the cost of the hirer.
- 3: The float is to be returned to Tauranga lease horse floats in the same condition it was received. If the trailer is not returned in a clean tidy state the Hirer will pay a cleaning charge of \$30
- 4: The Hirer will observe and comply with all statutes, regulations and other requirements governing the use of the Trailer and warrants that he/she holds a current drivers licence.
- 5: The hirer will pay to the owner:
  - (a) A bond as stated on the contract which shall be refunded to the hirer in full on the return of the trailer in accordance to clause 3 above.
  - (b) The hire charge as per contract
  - (c) Any overdue time charged out at \$50 per day
  - (d) Any cleaning charge as above
  - (e) The cost of any damage to the trailer(including tyres)occurring while in the possession of the Hirer.
  - (f) The replacement value of all tyres, parts, fittings, equipment and accessories lost or stolen from the trailer
  - (g) Insurance Excess as stated in clause 6 in the event of an accident.
- 6: In the event of an accident, A written report of the accident is to be submitted immediately to Tauranga lease horse floats. The Hirer is to co-operate fully in any investigation and with the Owners insurance, a fee of \$1000 is payable for the insurance excess by the Hirer.
- 7: The Hirer undertakes not to overload the trailer, carry people or carry any other livestock other than horses in the float.
- 8: The Float is to be locked at all times with the lock supplied as per insurance requirements.
- 9: Tauranga Lease horse floats are not liable for any damage, costs, claim or losses incurred by the Hirer or any third party as a result of the owners own negligence or wilful default. The Hirer hereby indemnifies the Owner for any losses, claims expenses, damages or costs incurred by the owner as a result of any act or omission of the Hirer, regardless of fault during the term of this agreement.

Signed .....

Date.....