



## Terms and Conditions Siteguard Rentals Pty Ltd

Notice: Please read the terms and conditions carefully. If you have any questions, please contact Siteguard Rentals Pty Ltd.

**TO THE Hirer:** The terms and conditions form part of this legally binding agreement, including Hirer's disclaimer from all liability for injury and damage. By signing the declaration, you agree to be bound by the terms and conditions set out herein.

### 1. Definitions and Interpretation:

#### 1.1 Definitions

- a) **Agreement:** means the contract between Siteguard Rentals Pty Ltd and Hirer in relation to the hire of Equipment, which is governed by these Terms and Conditions together with either Hirer's Trade Account Application or completed Direct Deposit Form, and quotation provided by Siteguard (if any).
- b) **Siteguard or Siteguard Rentals:** means Siteguard Rentals Pty Ltd ABN: 18 656 617 917 or any relevant affiliate if necessary.
- c) **Commencement:** means the date and time that the Hirer takes possession of the equipment, or the date and time that has been agreed between the parties for the Hirer to take possession of the equipment, or the date and time of confirmation that the equipment has been installed and commissioned on site.
- d) **Hirer:** means the Hirer, individual, company, or any other entity who enters into the agreement and signs the declaration.
- e) **Equipment:** means any equipment that is for hire by Siteguard.
- f) **Hire Charge:** means the amount payable by the Hirer to hire the equipment as indicated on the tax invoice.
- g) **Hire Fees:** means any applicable charge or cost that is payable by the Hirer to Siteguard and includes and is not limited to equipment hire, operator training, services, stamp duties, freight, any parts labour and materials required for modification (if agreed by Siteguard), cleaning, consumables, interest on late payments, any replacement or parts replacement or service required for damaged goods, legal costs due to the Hirer's default, and any other direct or indirect charge incurred as a result of hiring the equipment.
- h) **Hire Period:** means the agreed period from commencement of the hire until the Equipment has either been returned and in the possession of Siteguard in a condition that is fit for purpose or when the Hirer has received a valid Pick Up Booking from Siteguard. The Hire Period is inclusive of weekends and public holidays. Any such extension of the hire period must be agreed to by Siteguard.
- i) **Terms:** means "Terms and Conditions".
- j) **PPSA** means the Personal Property Securities Act 2009 (Cth) and where applicable includes all regulations made pursuant to it. Definitions contained in the PPSA are the same in these Terms and Conditions.
- k) **Lost:** means goods that are unable to be located or recovered by the Hirer to Siteguard after thirty (30) days from the initially agreed Hire Period expiration date.
- l) **Notice:** means notice by written letter to the nominated email or postal address of the Hirer, or verbal notice to the nominated contact number of the Hirer by Siteguard.
- m) **Pick Up Booking:** means a pick up date and time that has been confirmed by the Hirer and Siteguard to collect the Equipment from the requested location.

#### 1.2 Interpretation

- a) Any words importing to the singular include the plural and vice versa.
- b) Any reference to a person includes a corporation, trust, partnership, unincorporated body, government, local authority or agency, or other entity whether or not it comprises a separate legal entity.
- c) Any reference to a party includes the party's successors, permitted substitutes, and permitted assignees.
- d) Any reference to "us" or "we" refers to Siteguard as defined in this Agreement.

- e) Any reference to "you" refers to the Hirer as defined in this Agreement.
- f) Any reference to currency is to the Australian Dollar (AUD).
- g) Any reference to an amount payable is exclusive of GST.
- h) If any of the Terms and Conditions of the Agreement are void or become voidable by reason of any statute or rule of law, then that term or condition shall be severed from the Agreement without affecting the enforceability of the remaining terms and conditions.
- i) The Agreement is governed by the law of the state of New South Wales, and all parties to this agreement submit to the jurisdiction.
- j) If any of the Terms becomes void or unenforceable for any reason then that part will be severed from these Terms to the intent that all other parts that do not become void or unenforceable will remain in full force and effect and be unaffected by any severance of other parts. Failure by Siteguard to insist upon strict performance of any of these Terms, or to exercise in whole or in part any right that it may have under these Terms or at law, shall not be deemed to be a waiver of any rights that Siteguard may have and shall not be deemed a waiver of any subsequent breach by the Hirer of any of these Terms.

### 2. Duration of Hire

- a) The Hirer is entitled to use the Equipment for the duration of the Hire Period.
- b) Any extension of the Hire Period must be agreed to by Siteguard. A minimum Hire Period may apply in such circumstances. If a minimum period applies Siteguard must notify the Hirer accordingly.
- c) The Hirer agrees to return the equipment on demand to Siteguard.
- d) The Hirer acknowledges that the hire agreement may be terminated at any time without reason by Siteguard.
- e) The Hirer acknowledges that Siteguard may inspect the Equipment at any time during the Hire Period and the Hirer agrees to provide Siteguard access to inspect upon demand.

### 3. Payment of Hired Equipment and other Charges

- a) The Hirer agrees to provide Siteguard with the Hirer's credit card number, expiry date and any other information which may be necessary as a security hold and agrees Siteguard may debit the Hirer's credit card if subsequent charges are not paid within the agreed time frame. Alternatively, the Hirer may agree to complete the Direct Debit Application Form whereby the Direct Debit Payment will commence (be processed) upon confirmation of the equipment being ready for service if transported and delivered by Siteguard, or before the equipment leaves Siteguard's facility if the equipment is to be picked up by the Hirer.
- b) The hire fee must be paid in the manner and in accordance with the payment terms specified on any invoice issued by Siteguard or otherwise notified to Hirer from time to time. Siteguard may require payment of some or all of the hire fee prior to Delivery. Hirer must notify Siteguard within seven (7) days of any errors with the invoice.
- c) Not receiving an invoice will in no way relieve Hirer of its responsibility for the payment of amounts due. Failure to pay amounts due within seven (7) days of a debt becoming due for payment or such term otherwise agreed to in writing by Siteguard will be considered a breach of this Agreement. Hirer must pay Siteguard on demand on a full indemnity basis, all costs incurred in recovering any amount owed to Siteguard by Hirer.
- d) Hirer is not permitted to claim a reduction in hire fees for Equipment returned before the end of the Initial Period, and Siteguard will not refund any hire fees prepaid by Hirer for any period outside of the Rental Period.
- e) Hirer must not deduct any part of the hire fee as retention money.
- f) The hire fees, and all other consideration payable under this Agreement, do not include GST (as defined in the GST Act).
- g) Hirer agrees to pay Siteguard a service charge on all past due balances at the rate of 1.5% per month or part thereof from the due date for payment until the payment is made.

- h) Failure by Hirer to comply with the terms and conditions of payment as specified on the invoice will result in Siteguard outsourcing debt recovery services at the expense of Hirer.
  - i) Hirer must pay Siteguard the debt recovery fees in addition to the outstanding invoice amount.
  - j) Hirer is liable for all costs or expenses which may arise as a direct or indirect result of the failure to comply with the terms and conditions of payment as specified on the invoice.
  - k) Siteguard reserves the right, at their sole discretion, to de-activate any and all cameras hired by the Hirer until such time as all late payments have been received by Siteguard and all invoices owed by the Hirer have been paid in full.
  - l) The Hirer agrees that any deposit paid by them for the hire of the Equipment can be used by Siteguard in payment of the Hire Fees or any other charges payable by the Hirer under the Agreement.
  - m) Siteguard may charge a fee at their discretion for any payment made to them by credit card.
  - n) The Hirer agrees that any quotation is an estimate only, and the final Hire Charge and Fees may vary from the quotation.
  - o) Not receiving an invoice will in no way relieve Hirer of its responsibility for the payment of amounts due. Failure to pay amounts due within seven (7) days of a debt becoming due for payment or such term otherwise agreed to in writing by Siteguard will be considered a breach of this Agreement. Hirer must pay Siteguard on demand on a full indemnity basis, all costs incurred in recovering any amount owed to Siteguard by the Hirer
  - p) If the Hirer shall commit any act of bankruptcy or be made bankrupt or being a company having a wind up petition presented against it or be wound up or go into voluntary administration or commit any breach of this Agreement, Siteguard shall thereupon be entitled to terminate the Agreement without notice and or to take possession of the plant or equipment hired for which purpose the Hirer hereby irrevocably authorises Siteguard and its agents to enter any land or premises of the Hirer or under his control. Upon Termination as aforesaid or upon Siteguard taking possession of the plant or equipment, this Agreement shall be at an end except the Hirer shall be liable for any prior breach thereof and shall indemnify Siteguard in respect of any claims, damages and expenses arising out of any action taken under this condition.
  - q) Any warranty, condition, description or representation whether express or implied as to the state, quality or fitness of the plant for the purpose for which the same is let on hire is excluded except for any conditions or warranties which may be implied in this Agreement by the Trade Practices Act or other Legislation.
  - r) Siteguard shall not be responsible or liable to the Hirer whether on the ground of breach of contractual duty or on the ground of negligence for any loss or damage to property, person, business, or otherwise directly or indirectly suffered or sustained by the Hirer and arising from defects in or malfunction, breakdown or failure of performance of the plant or otherwise and the Hirer exonerates and releases Siteguard from all claims and demands in respect thereof.
- 4. Delivery and Collection of Hired Equipment**
- a) Equipment that requires delivery attracts a minimum hire period of one Month (30 Days).
  - b) Charges for delivery and collection of the Hired Equipment will vary depending on distance and/or duration from where the Equipment is stored to the delivery address as requested by the Hirer.
  - c) The charges for delivery and collection will vary depending on transport requirements for the Equipment.
  - d) Any delivery amount displayed is one-way only and one load only. If a larger vehicle or if multiple vehicles are required for delivery or collection, Siteguard will contact the Hirer prior to confirm costs.
  - e) It is the responsibility of the Hirer to request a collection with Siteguard. Siteguard will then confirm an estimated pick up date and time.
  - f) Siteguard will endeavour to collect the goods as soon as practicable after the request has been received.
  - g) The Equipment remains on hire (and chargeable) to the Hirer until the Hirer has been issued with a Pick Up Booking from Siteguard.
- h) It is the responsibility of the Hirer to ensure that there is a safe area for the unloading and demonstration of the equipment, and for completing any necessary paperwork.
  - i) It is the responsibility of the Hirer to notify Siteguard to communicate any concerns regarding the safe delivery and/or collection of the Equipment prior to a delivery or collection occurring.
- 5. Title and Security**
- a) Title to the Equipment remains with Siteguard at all times. Hirer must not grant or allow to subsist any security interest or encumbrance over the Equipment or allow Siteguard's title to be adversely affected in any way
  - b) Hirer must not make any representation or do anything that may tend to induce any person to believe the Equipment is not the property of Siteguard. If possession of the Equipment is taken by any third party for any reason, Hirer authorises Siteguard to take any action it deems necessary to protect its rights in the Equipment, at the cost of Hirer.
  - c) Siteguard is not obliged, before exercising a right under this Agreement or conferred by law, to give Hirer any notice or demand, or allow a lapse of time, that is required by law unless the notice, demand or lapse of time cannot be excluded. A reference to a notice under this clause includes any notice under the PPSA.
  - d) If Siteguard determines that this Agreement (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, Hirer agrees upon request to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which Siteguard considers necessary for the purposes of:
    - i. a) ensuring that the security interest is enforceable, perfected, and otherwise effective;
    - ii. enabling Siteguard to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by Siteguard; and
    - iii. enabling Siteguard to exercise rights in connection with the security interest, and, Hirer expressly waives any right it may have under PPSA section 175 to be given notice in relation to any registration event.
- 6. Equipment Damage**
- a) The Hirer will be responsible for any loss or damage to the Equipment which occurs as a result of the hire, irrespective of how the loss or damage occurred.
  - b) Where a damage waiver is paid by the Hirer, Siteguard will not make a claim against the Hirer for any accidental loss or damage to the Equipment during the Hire period, provided that the Hirer has used the Equipment in accordance with these Terms & Conditions, and the Hirer agrees to pay an excess per claim incident (at the current Siteguard rate).
  - c) Clause 6.b does not prevent Siteguard from making a loss or damage claim in the following circumstances:
    - i. loss or damage occurred in part of whole as a result of negligence or an act of omission of the Hirer
    - ii. acts of sabotage, misuse or abuse of the Equipment caused or permitted by the Hirer
    - iii. loss or damage from the Hirer using the Equipment in an unlawful manner
    - iv. mysterious disappearance of the Equipment.
- 7. Hirer Warranties**
- a) The Hirer warrants that they have effected the appropriate insurance to cover all liabilities that could result from the use of the Equipment.
  - b) The Hirer warrants that the Equipment will not be used for an illegal purpose.
  - c) The Hirer warrants that they will handle the Equipment with due care and skill at all times.
  - d) The Hirer warrants that they will safely and securely store the Equipment when it is not in use.
  - e) The Hirer warrants that they will conduct a risk assessment and comply with all applicable Occupational Health and Safety laws or other legislation as required.

- f) The Hirer warrants that any vehicle used for towing of the equipment (if required) is suitable for use.
  - g) The Hirer warrants that they will not take or cause any Equipment to be removed outside of the Hire Area.
  - h) The Hirer warrants that they will not tamper with, amend, conceal, modify, alter or change the equipment in any way, or permit another party to do so.
  - i) The Hirer warrants that they will not offer to sell, assign, sub-let, charge, lend, pledge, mortgage, let or hire or otherwise part with or attempt to part with personal possession of, or create any security interest over, the Equipment.
  - j) The Hirer warrants that upon signing the declaration that the Equipment supplied complies with its description, is in merchantable condition and is fit for the Hirer's purpose.
  - k) The Hirer warrants that upon signing the declaration the equipment has been received by the Hirer in clean and good working order.
- 8. Hirer Indemnity**
- a) The Hirer will assume all risks and liabilities for, and in respect of, the equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Hirer's possession, use, maintenance, repair, storage or transport of the equipment.
  - b) To the full extent permitted by law, the Hirer releases, discharges and indemnifies Siteguard from all claims and demands by third parties arising out of or consequent on the use or misuse of the equipment during the hire period.
  - c) The Hirer indemnifies Siteguard from any claims arising out of the use of the equipment including and not limited to damage to property, persons, livestock, and underground services.
- 9. Siteguard Warranties**
- a) Siteguard warrants that they are the owner of the Equipment and retains the title to the Equipment at all times.
  - b) Siteguard does not accept any responsibility or liability for the fitness or suitability of the intended use for the Hirer
  - c) The Hirer agrees that to the full extent permitted by law, that no warranties are given by Siteguard in respect of the Equipment in regard to any legislation or law.
  - d) Where the Australian Consumer Law applies, the Hirer will have the benefit of the consumer guarantees which cannot be excluded by law.
  - e) Any liability of Siteguard pursuant to any warranty which cannot be excluded by law will not exceed the replacement or repair of the Equipment, or the cost of replacement or repair of the Equipment at Siteguard's sole discretion.
  - f) Siteguard warrants that the equipment will be available to the Hirer clean, and in good working order.
  - g) Siteguard will rectify minor Equipment faults where possible when they occur throughout the Hire Period.
  - h) In the case of a major breakdown, Siteguard will attempt to replace the Equipment as soon as practicable. The Hirer releases Siteguard from any liability for the loss caused by the breakdown of any equipment.
- 10. End or Termination of Hire Agreement**
- a) At the end of the Hire Period, the Hirer must ensure the Equipment is:
    - i. Returned to Siteguard in a clean condition. If the Equipment is not returned in a clean condition, the Hirer agrees to pay a reasonable cleaning fee at the discretion of Siteguard;
    - ii. Returned to Siteguard fully fuelled or charged (if applicable). If the Equipment is not fully fuelled or charged, the Hirer agrees to pay the cost of refuelling or charging the Equipment;
    - iii. Maintained, oiled and greased as required;
    - iv. Returned to Siteguard's nominated delivery address either on or before the end of the hire period.
  - b) Siteguard may unilaterally terminate the Hire Agreement if the Hirer breaches any provision of this Agreement.
    - i. (a) Siteguard may retake possession of the Equipment as a result of 10. b)
    - ii. All costs incurred by Siteguard in repossessing due to a breach are to be paid by the Hirer.
- iii. The Hirer grants permission to Siteguard to enter any premises where the equipment listed in the hire agreement is situated to disconnect, decommission and/or remove that equipment.
  - c) Following the breach of any provision of this Agreement by the Hirer, Siteguard is able to terminate the Agreement.
  - d) Notwithstanding any provision or remedy in this Agreement, Siteguard is able to sue for recovery of any damages or loss, or apply for any orders appropriate at law.
- 11. Third Party/After Hours/Back to Base Alarm Monitoring Services**
- a) Where Siteguard engages a 3rd Party to provide monitoring services, we do not warrant their workmanship
  - b) Any complaints or claims arising as a result of a fault of a monitoring service, will be subject to the extent and limitation of liability of the said provider
- 12. Trailer Hire Terms and Conditions (Clauses 12 to 16)**
- The terms and conditions of hire set out herein are the only terms and conditions upon which the Hirer may hire the trailer from Siteguard and/or its agent.
- a) The Hirer agrees to supply for Siteguard's records a copy of his/her valid and current drivers licence prior to taking delivery of or hiring of any trailer from Siteguard and/or its agent.
  - b) The Hirer agrees the trailer is in a good and serviceable condition. Siteguard 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 Siteguard reserves the right to refund the hire amount without any compensation.
  - c) The Hirer agrees to insure his/her own property and towing vehicle against loss or damage for any reason whatsoever prior to loading or towing trailer and agrees that no claim for loss or damage can be made against Siteguard.
  - d) The Hirer shall use the trailer in a skilful and proper manner and shall not speed or overload it. The Hirer must not exceed 80km per hour. The Hirer acknowledges that the Department of Motor Transport requires safety chains and proper lights. It is the Hirer's responsibility to comply with all regulations including load capacity of the trailer and of the towing vehicle. In relation to the tandem trailers, the Hirer acknowledges that to comply with the Department of Motor Transport regulations the trailer must not gross more than .75 of a tonne without the brakes on the trailer being connected to the towing vehicle. The Hirer guarantees Siteguard that they have the knowledge, skill and ability required to enable them to carry out the loading and towing of the trailer without incident or accident. The Hirer will not load or tow the trailer without the knowledge, skill and ability required fulfilling this guarantee.
  - e) The Hirer agrees that it will not load, tow or otherwise travel with the trailer on any kind of unsealed road/roadway/laneway or any other transportation route. An unsealed road is defined as a road that does not have a sealed bitumen surface. UNDER NO CIRCUMSTANCES ARE THE TRAILERS TO BE TAKEN ONTO THE BEACH.
  - f) Secure your load – Hirer agrees to secure all property/goods or stock within the parameters of the trailer so as to ensure that the said loads or part thereof will not under any circumstances part from or leave the trailer during transit or otherwise (see clause 11.b above regarding insurance). The Hirer will secure their load using suitable tie down materials.
  - g) Hirer agrees to have 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 trailer and is not to be used to manoeuvre the trailer.
  - h) Upon completion of the hiring the trailer must be properly cleaned by the Hirer. Trailers returned in a dirty condition in the opinion of Siteguard shall be cleaned at the Hirer's expense.
  - i) This agreement may not be transferred or assigned to any other party without the consent in writing of Siteguard.
  - j) The Hirer shall make his own insurance arrangements and assume all responsibility for any liability arising from the trailer or vehicle while the trailer or vehicle is in the care and control of the Hirer or is being used by

the Hirer or servants . The trailer is not insured against theft or damage and it is the Hirer's responsibility to keep it secure by the means of, but not limited to, the use of wheel locks and/or the removal of the wheels to be kept in safe storage. The Hirer accepts full liability for any costs relating to the trailer or vehicle in the event that the trailer or vehicle is lost, stolen or in any way damaged. The Hirer will be charged at new retail replacement cost of trailer, vehicle or component.

- k) The Hirer authorises all charges for the hire of the trailer to be charged and debited to the Hirer's credit card or correctly completed Direct Debit Authority. The the sole discretion of Siteguard, a credit arrangement may be entered into after the deposit has been fully paid.
  - l) The Hirer agrees that all additional charges related to the hire of the trailer will be automatically charged and debited to the Hirer's credit card or authorised Direct Debit. If additional charges are not paid then further action will be taken to recover monies owed.
  - m) On the termination of the period of hiring the Hirer at his own expense must return the trailer to the address stated within unless other arrangements with Siteguard have been confirmed in writing. The Hirer acknowledges and agree's to pay in full to Siteguard the standard trailer recovery fee of \$2100.00 should the Hirer fail to return the hire item to the address stated on the hire contract docket.
  - n) During the continuance of the hiring, the Hirer will not
    - i. Sell, offer for sale, assign, mortgage, pledge or underlet the trailer or any interest of the Hirer therein;
    - ii. Part with possession of the trailer;
    - iii. Allow any lien to be created in respect of the trailer whether for repairs or otherwise.
  - n.) 11.14 The Hirer acknowledges that Siteguard may use satellite tracking devices on any of its hire equipment.
  - o.) The Hirer will be held totally responsible for any damage caused to the trailer while it is covered by this contract, and will also be liable for all costs incurred in recovery of and repair of the trailer. The Hirer agrees to accept liability for the loss of and/or any damage to the trailer and the deposit will be held as part payment for any damage.
  - p.) INDEMNITY: The Hirer shall indemnify and keep indemnified and protect Siteguard and Siteguard's servants and agents from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of the trailer or otherwise.
  - q.) EXCLUSION OF LIABILITY: Siteguard shall not be liable to the Hirer or the Hirer's servants and/or agents from any damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from representations, warranties, terms and conditions express or implied (except in so far as statutory conditions and warranties cannot be excluded under Part V Division 2A of the Trade Practices Act (1974) or relevant State legislation), use, maintenance, transport, operation of the trailer or otherwise.
  - r.) Trailers are not to be towed by vehicles with 24 volt electric systems (All trailers are 12 volt only)
  - s.) IMPORTANT TOWING VEHICLE LIMITATIONS The Aggregate Trailer Mass (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 towbar's manufacturers specification plate on towbar as the two may differ.
13. **Tolls, Fines and Additional Charges**
- a) All toll fines, but not limited to, will be charged a \$30.00 administration fee plus the value of the fine.
  - b) All penalty and traffic infringement fines (e.g. exceeding speed limit, red light camera), including but not limited to, will be charged a \$50.00 administration fee, plus the value of the fine or penalty if applicable.
  - c) The Hirer authorises Siteguard to debit the Hirer's credit card or authorised Direct Debit the administration fee plus the fine value where applicable without any further correspondence for any fines incurred whilst any item of Siteguard is/was in the Hirer's possession.

14. **Attention: Before Starting Off On With Hired Trailer**
- a) Safety chains must be attached to tow vehicle correctly.
  - b) Ensure coupling handle is correctly down.
  - c) Ensure all lights are working correctly.
  - d) If unsure you are not to take trailer and refund will be given.
  - e) The Hirer shall contact Siteguard immediately should the item fail to meet the Hirer's expectations
15. **Occupational Health and Safety Requirements**
- a) As a holder of a current drivers licence, you understand the obligations you have to safely operate your vehicle on any type of designated or undesignated roadway, or property access-way, in accordance to the State's Road Safety / Traffic Rules. Our support to your safety is to ensure that you have the basic understanding of your trailer hire. Your trailer hire agent is not an authorised trainer or assessor in safe towing. If at any time you feel that you are not competent to safely attach or tow the trailer, we recommend that you do not hire the trailer at this point and contact an authorised training organisation and/or the relevant Transport authority. Every effort is undertaken to ensure your hire trailer is in roadworthy condition. Please do not use the trailer if there are doubts about it's roadworthiness and report this immediately to the hire agent. As part of the hire program and in addition to the conditions of use, it is your responsibility to report any identified or potential faults with the trailer, immediately or as soon as possible to the hiring agent.
16. **I am competent with (and not limited to):**
- a) Correctly connecting and disconnecting the trailer coupling hitch.
  - b) Correctly applying the safety chain connections.
  - c) Correctly applying the trailer light plug connections.
  - d) Conduct the light operation checks, prior and after use.
  - e) Ensure safe load distribution on and off the trailer.
  - f) Ensuring any load is safely secured during loading/unloading activities, or when parked or under tow.
  - g) Correctly securing the jockey wheel when the trailer is both under tow and not under tow.
  - h) The maximum load rating allowed for this trailer.
  - i) Correctly checking and operating the braking system of the trailer (if applicable).
  - j) Not to operate the trailer with over or under inflated tyres.
17. **Miscellaneous**
- a) The Hirer acknowledges and warrants that all information provided by it is true and accurate and can be relied upon by Siteguard
  - b) Siteguard may amend these Terms and Conditions at any time by publishing the amendments on its website [www.siteguard.net.au](http://www.siteguard.net.au) or otherwise notifying Hirer in writing. Such amended Terms and Conditions will govern each subsequent hire agreement between Siteguard and Hrer.
  - c) If Hirer does not consent to the amended Terms and Conditions, Hirer may terminate this Agreement by written notice to Siteguard within seven (7) days of the date of publication or notification (as applicable) of the amended Terms and Conditions.

I acknowledge that I have read and agree to the above Siteguard Terms & Conditions

\_\_\_\_\_  
Company/Account Name

\_\_\_\_\_  
Acknowledged By (Name and Title)

\_\_\_\_\_  
Hirer's Signature

\_\_\_\_\_  
Date