



Dressage Hawke's Bay Dressage Arena Equipment and Trailer Hire

Date of pick-up;/...../.....

Date of return:/...../.....

Number of days:

Renters full name:

Renters address:

Renters Phone number

Renters licence number: (must be full licence)

A declaration of any traffic offences the Renter has incurred over the last five years is required for insurance purposes:

List of any traffic offenses over the last five years.

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Cost of rental: \$.....

Bond:

NB:

The trailer and all of the equipment contained within it must be returned in good, clean condition (see terms and conditions)

The trailer must not be driven at any time at a speed greater than 90km/hr.

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Signed by the Renter

Terms and Conditions

AGREEMENT TO HIRE DRESSAGE ARENA EQUIPMENT AND TRAILER (trailer)

In this agreement made between the Dressage Hawke's Bay (NHB) (owner) and the hirer it is acknowledged and agreed as follows:

Trailer Description

1. The owner will let and the hirer will take on the hire of the trailer described herein and referred to as the trailer.

Duration of Hire

2. A term of the hire shall be as set out on the front page of this agreement

Persons Who May Tow the Trailer

3. The trailer may be towed during the period of hire only by the persons named in this agreement and only if they hold a current driver's licence appropriate for the vehicle at the time they are driving the vehicle.

a. Should the trailer be towed by any driver who is not named in this agreement and the trailer is damaged by that driver then the hirer becomes liable for all costs of salvage, repair and any third party damages, which costs shall become immediately due for payment (refer clause 10 a-f).

Payments by the Hirer

4. The hirer shall pay to the owner as payment for the hire of the trailer for the period specified in this agreement the sum detailed in this agreement

5. The hirer acknowledges that they must pay on demand from the owner any amount which they are liable for under the rental agreement, in respect of a breach of the agreement or for damage or loss to the vehicle / trailer or third party property.

Hirers Obligations

6. The hirer or driver shall ensure that:

a. The tyres on the trailer are maintained at the proper pressure

b. The trailer and equipment loaned is returned in a clean and tidy condition otherwise a cleaning fee will apply.

c. They generally do all things necessary to keep and maintain the trailer and equipment in its current state and condition (fair wear and tear accepted).

7. Should any malfunction of the trailer occur, you must stop the vehicle/trailer immediately or you will be held liable for all repairs and consequential losses.

8. The hirer shall ensure that all reasonable care is taken in handling and parking of the trailer and that it is left securely locked when not in use, and the keys are under personal control at all times, and produce such keys if the trailer or the equipment has been stolen.

Insurance

9. The hirer shall pay to the owner

a) the amount of the insurance excess which applies for the trailer for each and every new accident /incident that occurs during the hire period. The policy excess is \$500 or \$800 if the driver is under 21 years.

b) Such payment shall be immediately due once the owner is advised of any damage.

c) In the event the driver is charged with an infringement/ offence or the insurer does not accept the insurance claim, the Hirer's liability is increased to the repair or replacement cost of the trailer.

d) Any damage to their vehicle or a 3rd party when hiring the trailer, the trailer insurance is solely for any damage to the trailer

10. In the event of the dressage equipment being stolen from or attempted to be stolen from the trailer and the trailer is damaged during the course of these events, the hirer shall be liable for any insurance excess applying to the trailer or for the costs of repairs to the trailer, whichever may be applicable.

11. Except as provided for at law, the owner is not liable to any person, and you indemnify the owner, for any loss of, damage to, any property: stolen from the vehicle or otherwise lost or damaged during the rental; or left in the vehicle after the return of the trailer.

Mechanical Repairs and Accidents

12. If the trailer is damaged or requires repair or salvage whether because of an accident or breakdown, the hirer shall advise Dressage HB of the full circumstances by telephone as soon as possible

13. The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs are necessary to prevent further damage to the trailer or other property

14. The hirer shall ensure that no person shall interfere with the braking or suspension system of the trailer

15. The hirer is responsible for any punctures, tyre or rim damage that occurs during the term of the hire

Use of the Vehicle

16. The hirer shall not

a) Sublet or hire the trailer to any other person

b) Permit the trailer to be operated outside his authority

c) Operate the vehicle/trailer or permit it to be operated in circumstances that constitute an offence by the driver against Section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drugs)