TERMS AND CONDITIONS

1. Introduction

1.1 Rental Contract

Your (**Rental Contract**) to hire a Trailer from BSP Trailer Hire consists of:

1. these Rental Terms and Conditions (**Terms and Conditions**)
2. the Agreement (**Rental Agreement**) You have signed to hire the Trailer from Us;
3. Our **(Privacy Policy)**, and together they create binding and enforceable legal obligations

1.2 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

1.3 Jurisdiction

The Rental Contract is governed by the laws of the state or territory in which the Rental takes place (NSW) and You agree that courts in that state or territory have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.4 Trailer dimensions

Trailer dimensions advertised are approximate only. If there is any doubt on the capacity required we recommend to select the next size up. If no other options are available, we recommend not hiring from us.

1.5 Right to exchange

(a) We reserve the right to exchange the Trailer with an equivalent item at any time before and during the Rental Period.

(b) In the event that the exchange of item or location cannot occur We reserve the right to refund the hire amount without any compensation.

1.6 No guarantee fully enclosed Trailers are waterproof/dust proof (IF APPLICABLE)

By signing the Rental Agreement You agree that all fully enclosed Trailers are not guaranteed to be waterproof or dust proof and that you are responsible to take precautions to prevent water damage to any goods within the trailer.

1.7 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

1.8 Photographic Evidence

We may take Photographs of the trailer condition before and after hire and these photos may be used as evidence in the event of a dispute.

2 Who may tow the Trailer?

IMPORTANT NOTICE

A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 12 for further details.

2.1 Authorised Drivers

The Trailer can only be towed by a Towing Vehicle driven by You or an Authorised Driver. It is a Major Breach of the Rental Contract if You let anyone who is unauthorised tow the Trailer. If there is a Major Breach of the Rental Contract there is no Damage Cover form You, the Authorised Driver or the unauthorised driver for any Damage, theft of the Trailer or Third Party Loss.

2.2 Age limits

We set a minimum and maximum age limit for those renting Our Trailers. You and any Authorised Driver **must** be at least 18 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

2.3 Licence requirements

(a) You and any Authorised Driver must also have a valid licence to drive the Towing Vehicle which is:

(i) issued in an Australian state or territory; and

(ii) not subject to any restriction or condition.

(b) Learner drivers are not acceptable and **must not** tow the Trailer.

2.4 Cancelled and suspended licences

The Towing Vehicle **must not** be driven:

(a) whilst Your driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or

(b) if Your licence has been cancelled or suspended, within 2 years of the date of the Rental Agreement.

2.5 False information

The Towing Vehicle **must never** be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

3 Prohibited Use

IMPORTANT NOTICE

A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 12 for further details.

3.1 The Trailer **must not** be towed by a Towing Vehicle driven by You or any Authorised Driver:

(a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;

(b) recklessly or dangerously; or

(c) whilst the Trailer is damaged or unsafe.

3.2 You and any Authorised Driver **must not**:

(a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;

(b) use the Trailer:

(i) for any illegal purpose;

(ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;

(iii) to carry illegal drugs or substances;

(iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or

(v) in an unsafe or un-roadworthy condition.

3.3 You and any Authorised Driver **must not**:

(a) damage the Trailer deliberately or recklessly or allow anyone else to do so;

(b) modify the Trailer in any way;

(c) sell, rent, lease or dispose of the Trailer; or

(d) register or claim to be entitled to register any interest in the Trailer under the Personal Property Securities Act 2009.

3.4 You and any Authorised Driver **must not** use the Trailer to carry any load that exceeds the limits for which the Trailer was designed, constructed, registered or licenced.

3.5 You and any Authorised Driver must not use the trailer in unsafe weather conditions including heavy rain, flooding, or high winds. Any damage resulting from such use is the Hirer's responsibility.

4 Prohibited areas of use

IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 12 for further details.

4.1 The Trailer **must never** be towed on:

(a) an Unsealed Road;

(b) Off Road; or

(c) in any area where snow has fallen or is likely to fall.

4.2 The Trailer **must not** be used in any area that is prohibited by Us. Prohibited areas include:

(a) roads that are prone to flooding or are flooded;

(b) beaches, streams, rivers, creeks, dams and floodwaters;

(c) any road where the police or an authority has issued a warning;

(d) any road that is closed; and

(e) any road where it would be unsafe to drive the Trailer.

5 Your obligations

IMPORTANT NOTICE

A breach of any part of sub-clauses 5.3, 5.4, 5.6, 5.7, 5.8, or 5.10 is a Major Breach of the Rental Contract. See clause 12 for further details.

5.1 Start of the Rental

At the Start of the Rental and before collecting the Trailer You **must**:

(a) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us; and

(b) fully inspect the Trailer to ensure that the condition of the Trailer and any pre-existing damage is accurately noted and shown in the Rental Agreement and if there is any discrepancy You must notify Us prior to leaving the Rental Station.

5.2 Correct Trailer

You are responsible for ensuring the correct Trailer is taken by checking the registration number detailed on the Rental Agreement matches the Trailer taken. Taking the wrong trailer will incur a fee of $150 to compensate for any inconveniences caused to other hirers.

5.3 Reasonable care

You and any Authorised Driver **must** take reasonable care of the Trailer by:

(a) preventing it from being damaged;

(b) making sure that it is protected from the weather;

(c) maintaining the tyre pressures; and

(d) making sure it is not overloaded

(e) The Hirer must ensure the trailer is securely stored when not in use and protected from theft. Failure to do so may result in full liability for loss.

5.4 Tow- ball

The Towing Vehicle **must** be fitted with a 50 mm diameter tow-ball.

5.5 Operating the Trailer

(a) Before and during Your use of the Trailer You **must** ensure:

(i) the weight of the load is at least 70% in the front half of the cargo space on the Trailer;

(ii) the Aggregate Trailer Mass (Trailer plus load unhitched) does not exceed the lesser of the Towing Vehicle manufacturer's recommended maximum towing mass or the Towing Vehicle's towbar rating. The towing capacity of vehicles is usually provided in the vehicle operator's handbook and You **must** also check the towbar's manufacturer's specification plate on the towbar as the two may differ;

(iii) the Trailer is correctly and safely connected to the Towing Vehicle and the safety chains are correctly fitted;

(iv) the coupling is attached to the Towing Vehicle at all times - when loading, whilst loaded and during unloading, and You

acknowledge the jockey wheel is for raising and lowering the Trailer and **must not** be used to manoeuvre the Trailer;

(v) the coupling handle is correctly down;

(vi) the Trailer's tyres are inflated to the recommended PSI; and

(vii) the Trailer lights are working correctly;

(b) A Trailer rated 2000kg or less **must not** be towed by Towing Vehicles with a greater than 4.5 tonne gross vehicle mass (GVM).

(c) A Trailer rated 2001kg or more **must not** be towed by Towing Vehicles with a greater than 5.4 tonne gross vehicle mass (GVM).

(d) You **must** secure any property, goods, stock or equipment carried in the Trailer and use suitable tie down materials to ensure that under no circumstances will they fall from the Trailer during transit;

(e) You **must** comply with all road rules and regulations and You are always responsible for the correct and safe handling of the Trailer.

(f) You **must not** load the Trailer unless the area directly behind is clear for 20 metres and You **must** load it on level ground.

(g) You **must** carry:

(i) the spare wheel provided on the Trailer at all times; and

(ii) a wheel brace and jack at all times as We do not supply these items.

(h) The Hirer must review and follow all instructional materials provided by BSP Trailer Hire, including videos, written guides, and PDF documents, prior to and during use of the trailer. Failure to do so may result in full liability for any damage, loss, or incident.

5.6 Animal Transport

(a) 'Broken in' horses only are permitted in horse float's.

(b) Livestock are permitted in Stock Crate Trailers only.

(c) No other live animals are permitted in any other size trailer.

5.7 Important Information about the safe operation of the winch:

(a) Bag instructions: Please place a bag or rag on the cable between the winch and item being winched.

(b) Before commencing to load rolling stock or a vehicle, the tyres **must** be inflated to the tyre recommended PSI.

(c) The maximum load for the Winch is a Safe Working Load of 1,200 kilograms and the winch **must not** be used for lifting.

(d) You **must** keep clear of all moving parts and ensure that other person are at a safe distance.

(e) The winch **must not** be used for securing a load under any circumstances.

(f) The winch **must not** be used to unload any rolling stock/vehicle under any circumstances.

(g) Before using the winch You **must** ensure the ratchet on the winch is engaged and you **must** keep it engaged at all times under load.

(h) You **must not** release the cable to its full extent.

5.8 Notification of Trailer Fault

You must inform Us immediately if the Trailer develops any fault during the Rental Period. If You fail to notify Us and continue to use the Trailer You will be responsible for any Damage or Third Party Loss.

5.9 Repair without authority prohibited

You **must not** let anyone else repair or work on the Trailer or tow or salvage it without Our prior written authority to do so.

5.10 Repair with authority

(a) Where We have given You Our prior authority to repair the Trailer You must keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

(b) You acknowledge that You are responsible for all punctures and that no claim or refund for tyres will be met without presenting the tyre in question to Us.

5.11 Staying with the Trailer after an Accident

You **must not** leave the Trailer unattended following an Accident and before the arrival of a tow or salvage operator.

6. No Damage Cover

6.1 There is no insurance or Damage Cover for theft of, or Damage to, the Trailer whilst it is outside Our possession or control and it is Your responsibility to keep it secure. You **must** make Your own insurance arrangements and assume all responsibility for any loss, Damage or liability for, or arising from, the use of the Trailer whilst it is in Your care and control or it is being used by You or Your employees or agents.

6.2 Subject to clause 6.3, You accept full liability for any costs and expenses of repair or replacement relating to the Trailer in the event the Trailer is lost, stolen or there is any Damage. In the event of Damage to the Trailer or Trailer components, if the Damage cannot reasonably or economically be repaired by Us, You will be charged the new retail replacement cost of the Trailer, or component, as the case may be.

6.3 In the event of an Accident, You are liable for any costs incurred and all recovery charges to have the Trailer returned to the nearest BSP Trailer Hire repair location. This includes all towing and storage fees incurred from the date of the Accident for the recovery of and repair of the Trailer.

6.4 There is no insurance cover for property left in or stolen from the Trailer or for loss or damage to property belonging to or in the custody of:

(a) You;

(b) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;

(c) any relative, friend or associate of an Authorised Driver;

(d) Your employees; or

(e) third parties.

6.5 The Hirer acknowledges they are solely responsible for arranging any insurance for the towing vehicle, trailer, and third-party liability. BSP Trailer Hire does not provide any insurance cover whatsoever.

7 Rental Period, costs and charges

7.1 Your Rental

(a) Your rental of the Trailer from Us is for the Rental Period and at the rate shown in the Rental Agreement.

(b) The minimum Rental Period is four (4) hours.

7.2 Extending the Rental Period

(a) We understand that circumstances change and that You may require the Trailer for longer than the Rental Period. If so, You must notify Us before the expiration of the Rental Period and any extension is subject to availability.

(b) You authorise Us to send SMS correspondence to offer extensions, subject to availability.

7.3 Failing to request an extension

(a) If You fail to notify Us of an extension request before the expiration of the Rental Period and fail to return the Trailer within 30 minutes of the scheduled date and time shown in the Rental Agreement, We may:

(i) terminate the Rental Contract; and

(ii) if the location of the Trailer is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Trailer as stolen to the Police.

(b) A late return fee equivalent to 150% of the extension cost applies to all late returns.

7.4 Cancellation and 'No Show'

(a) You will be charged 50% of the Rental Charges for the Rental Period as booked if:

(i) Your booking is cancelled within 24 hours prior to the Start of the Rental; or

(ii) You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Trailer, **unless** We are able to rent the Trailer to another renter for an equivalent term and rate.

(b) A cancellation is not effective until acknowledged and confirmed by Us.

7.5 Return of the Trailer at the End of the Rental

(a) At the End of the Rental You **must** at Your own expense return the Trailer to the end location address stated on the hire receipt.

(b) The trailer **must** be parked in the Rental Station's designated car park/area and secured before the hire will be ended and You, the hirer, acknowledge and agree to pay Us in full the standard trailer recovery fee of $2,100.00 (up to and including 500km, and then an additional $1 per km thereafter) if You fail to return the Trailer to the end location address stated on the hire receipt.

(c) You are also liable for all freight and other charges We or You incur in respect of the delivery and return of the Trailer.

(d) You **mus**t return the Trailer:

(i) on the date and by the time shown in the Rental Agreement;

(ii) in a reasonable state of cleanliness; and

(iii) in the same mechanical condition it was in at the Start of the Rental, fair wear and tear excepted.

(e) If You return the Trailer:

(i) earlier than the date shown in the Rental Agreement there is no entitlement to a refund; or

(ii) at any time outside Our normal business hours You **must** pay for the daily Rental Charges and all

Damage until the Rental Station next opens for business **unless** We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

If the trailer is not returned and cannot be located, it may be reported as stolen and the Hirer will be liable for full replacement cost and associated recovery expenses.

7.6 Fines and infringements

(a) You and any Authorised Driver **must** pay

(i) all tolls;

(ii) fines or charges imposed for parking;

(iii) infringements and fines imposed for speeding and other driving offences; and

(iv) fines or charges imposed for release of the Vehicle if it has been seized by a regulatory authority.

(b) All toll charges will be charged a $35.00 administration fee plus the value of the toll fee.

(c) All penalty and traffic infringement fines (e.g. but not limited to, exceeding speed limit, red light camera and parking fine) will be charged a $100.00 administration fee, plus the value of the fine or penalty applicable.

7.7 Post rental inspection procedure

(a) We will take reasonable steps to conduct a post rental inspection in Your presence;

(b) If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within four (4) business hours; and

(c) if Damage is detected, We will notify You as soon as it is reasonably practical to do so.

7.8 End of the Rental

At the End of the Rental You **must**:

(a) end the rental on the computer kiosk;

(b) pay the balance of the Rental Charges; and

(c) pay the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Trailer is stolen;

(i) any costs We incur, including extra cleaning costs in reinstating the Trailer to the same condition it was in at the Start of the Rental, fair wear and tear excluded;

(ii) for all Damage arising from a Major Breach of the Rental Contract;

(iii) for all Underbody Damage; and

(iv) for any Damage caused by the immersion of the Trailer in water

(d) A minimum cleaning fee of $200 applies if the trailer is returned in an unclean condition, with additional charges for excessive cleaning

7.9 Credit card authority If any amount is due to Us or remains unpaid, including:

(a) the Rental Charges;

(b) extra cleaning costs

(c) the Damage Excess.

You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

7.10 Default in payment

If You default in the payment of any moneys owed to Us under the Rental Contract:

(a) You must pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;

(b) We may engage a mercantile agent or debt collector and You must pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and

(c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report

on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

8 Refund and cancellation policy, amendments

8.1 Refunds and Cancellations are subject to the following conditions:

(a) a minimum of 24 hours notice must be given on all cancellations prior to the start time and date of the booking;

(b) a holding and cancellation fee of $20 per week (or part thereof) calculated from the time of booking will be deducted from the refund; and

(c) any notice pursuant to this clause 8 is to be made by emailing

8.2 Any amendments to bookings prior to the Start of the Rental including, but not limited to, changing the time, date, location of the hire, or in the case of Trailer hire, the Trailer size, will incur a $10 change fee.

9 Occupational Health and Safety Requirements

9.1 As the holder of a current drivers' licence, You understand and acknowledge the obligation You have to safely operate the Trailer on any type of designated or undesignated roadway, or property access way, in accordance to the state or territory road safety rules that apply to Your rental.

9.2 Our support for Your safety is to ensure You have the basic understanding of Your Trailer hire. Your Trailer hire agent is not an authorised trainer or assessor in safe driving or towing. If at any time You feel You are not competent to operate the Trailer, We recommend You do not hire the Trailer at this point and contact an authorised training organisation and/or state transport authority.

9.3 Every effort is undertaken to ensure that the Trailer is in a safe and roadworthy condition but You must not use the vehicle if there are any doubts about its safety or roadworthiness and You must report this immediately to the hire agent.

9.4 As part of the hire program and in addition to these Terms and Conditions, it is Your responsibility to remove any rubbish or sharps and to report any identified or potential faults with the Trailer immediately to the hiring agent.

10 Accidents or breakdowns

10.1 We will provide You with a Trailer that is of acceptable quality and in good working condition taking into account the age of the Trailer but breakdowns do occur. If the Trailer breaks down during the Rental Period You **must** contact Us by email to arrange assistance. We will recover and repair the Trailer as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Trailer where one is available. If the cause of the breakdown is attributable to Your actions or conduct or preventative actions You failed to take, You are liable for all Damage to the Trailer and any costs incurred to recover the 'Trailer'

10.2 Subject to the Australian Consumer Law, We are not responsible for:

(a) loss of enjoyment; or

(b) consequential or economic loss.

10.3 We are also not responsible for tyre changing.

11 Accident reporting

IMPORTANT NOTICE

A breach of any part of this clause 11 is a Major Breach of the Rental Contract. See clause 12 for further details.

11.1 If You or an Authorised Driver has an Accident or if the Trailer is stolen You must report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.

11.2 If the Trailer is stolen or if You or an Authorised Driver of the Trailer has an Accident where:

(a) any person is injured;

(b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or

(c) the other party appears to be under the influence of drugs or alcohol, You or the Authorised Driver **must** also report the theft or

Accident to the Police.

11.3 If You or an Authorised Driver has an Accident You and the Authorised Driver must:

(a) exchange names and addresses and telephone numbers with the other driver;

(b) take the registration numbers of all vehicles involved;

(c) take as many photos as is reasonable showing:

(i) the position of all vehicles before they are moved for towing or salvage;

(ii) the Damage to the Trailer;

(iii) the damage to any third party vehicle or property; and

(iv) the general area where the Accident occurred, including any road or traffic signs;

(d) obtain the names, addresses and phone numbers of all witnesses;

(e) not make any admission of fault or promised to pay the other party's claim or release the other party from any liability

(f) forward all third party correspondence or court documents to Us within 7 days of receipt; and

(g) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office or any Court hearing.

12 Consequences of a Major Breach

12.1 If You or any Authorised Driver:

(a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Trailer or Third Party Loss; or

(b) tow the Trailer in a reckless manner so that a substantial breach of road safety legislation, has occurred, You and any Authorised

Driver:

(i) have no Damage Cover;

(ii) are liable for all Damage, theft of the Trailer and Third Party Loss; and

(iii) are liable for and **must** pay any additional costs or expenses We incur as a direct consequence.

12.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Trailer if a breach of any part of clause 12.1 has occurred.

13 Privacy

13.1 Personal information

(a) We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.

(b) When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.

(c) We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

13.2 Tracking device

(a) A tracking device is fitted to the Trailer to enable Us to monitor the operation of the Trailer and to track its movements.

(b) Information from the tracking device may be used during and after the Rental Period. When You sign the Rental Agreement You are authorising Us and consenting to the use of the Tracking Device.

(c) You **must not** tamper with the tracking device or remove it from the Trailer.

14 Definitions and interpretation

14.1 Definitions

In these Terms and Conditions:

Accident means an unintended and unforeseen incident, including:

(a) a collision between the Trailer and another vehicle or object, including animals and roadside infrastructure;

(b) rollovers; or

(c) a weather event, including hail Damage, that results in Damage or Third Party Loss.

Authorised Driver means any driver of the Towing Vehicle who is approved by Us to tow the Trailer and who is recorded on the Rental Agreement prior to the Start of the Rental.

Damage means:

(a) any loss or damage to the Trailer including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;

(b) towing and salvage costs;

(c) assessing fees;

(d) claims administration fee; and

(e) Loss of Use, and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Trailer unroadworthy is **not** fair wear and tear.

Damage Excess means the amount, including GST, up to which You **must** pay Us in the event of an Accident that causes Damage or Third Party Loss or the Trailer has been stolen.

End of the Rental means the date and time shown in the Rental Agreement or the date and time the Trailer is returned to Us, whichever is the later.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Trailer is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach of any of the following:

(a) clauses, 2 (all parts), 3 (all parts), 4 (all parts), sub-clauses, 5.3, 5.4, 5.6, 5.7, 5.8, or 5.10, that causes Damage, theft of the Trailer or Third Party Loss; or

(b) clause 11 that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

Off Road means any area that is neither a sealed or unsealed road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Rental Charges means the charges payable for renting the Trailer from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Location means the location from which the Trailer is rented, as shown on the Rental Agreement.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

Start of the Rental means the date and time that the rental commences as shown in the Rental Agreement.

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

Towing Vehicle means the Vehicle described on the Rental Agreement as the vehicle that will tow the Trailer.

Trailer means the Trailer described in the Rental Agreement and includes its parts, components and accessories.

Unsealed Road means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

We, Us, Our, means BSP Trailer Hire ABN 92 663 472 437

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Trailer from Us and whose name is shown in the Rental Agreement.