

AGREEMENT FOR TRUCK & DRIVER HIRE - SELF PACK (FREE FOR MOVES INTO STORAGE - conditions apply)

STORER/HIRER DETAILS

Company Name: ACN: or
 (Individual) Ms / Mrs / Mr First Name: Surname:
 Home/Business Address: Postcode:
 Postal Address: Postcode:
 Mobile Phone: Email:
 License number and state of issue I.D. Copied

ALTERNATE CONTACT PERSON

(Individual) Ms / Mrs / Mr First Name: Surname:
 Home/Business Address: Postcode:
 Postal Address: Postcode:
 Mobile Phone: Email:

SUMMARY OF IMPORTANT POINTS (SEE OVERLEAF/PAGE 2)

- The FREE Move-In Truck WITH DRIVER (The Service) is available to new storers for their move into storage only, for one trip only.
- This is not a removal service, all care and responsibility for the loading, transportation and unloading of your goods is your responsibility, no liability is taken by Moveage Group Pty Ltd for injury or damage whilst providing the Truck and Driver Hire (Self Pack) Service. **It is solely at your own risk.** Moveage Group, its agents and employees have NO responsibility should damage occur while your possessions are being moved. **PACK AND LOAD YOUR GOODS CAREFULLY**
- The Driver or any other Moveage Group Employees are prohibited from assisting with the loading and/or unloading of the goods.
- Only Moveage Group employees can ride in the truck. You will need your own transport to the storage facility. No exceptions are allowed.
- A \$100 non-refundable deposit needs to be made to book the Service. The deposit will be credited against the invoice/first storage invoice.
- 2 months of minimum storage fees need to be prepaid on the day before commencing to use the service to be eligible for the free service.
- The storer/Hirer/You indemnify Us against any loss or damage which We may become liable for, including damage, death or injury, including loss or damage to Our equipment caused by You or Your associates.
- The storer/hirer agrees that they will not load the truck with items not allowed under the terms of the Moveage Group's general terms and conditions and the storage agreement (pls see overleaf for details)
- Charges apply for damages, cleaning required, loss of equipment, not re-folding removal blankets, taking longer than the allocated time as per additional conditions depending on truck size.
- Smoking in the truck is strictly prohibited
- Refer to Small and Large truck conditions on next page!!

PLEASE READ CONDITIONS OVERLEAF/PAGE 2 CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM

I agree to be bound by the conditions of this Agreement as shown overleaf.

Storer's/Hirer's Signature:

Date of this Agreement day of 20

Accepted by Moveage Group –
 Signed for and on behalf of Moveage Group

K. Haire

STORER CHECK CONSENT

By applying to hire a vehicle and/or trailer from this Facility I consent to the undertaking of a search of my details against the Storer Check database, and to my details and personal information being released to Storer Check pursuant to the Personal Information Document and the terms and conditions set out at www.storercheck.com. **(CROSS OUT IF NO CONSENT GIVEN)**

TERMS AND CONDITIONS FOR TRUCK & DRIVER HIRE (SELF PACK) AND FREE USE FOR MOVES INTO STORAGE

- 1) These Terms and Conditions apply in addition to the Moveage Group's General Terms and Conditions and Storage Conditions.
- 2) The FREE Move-In **Truck WITH DRIVER Hire** (The Service) is available to new storer for their move into storage only, for one trip only.
- 3) The Driver or any other Moveage Group Employees are prohibited from assisting with the loading and/or unloading of the goods.
- 4) This is not a removal service, all care and responsibility for the loading, transportation and unloading of your goods is your responsibility, no liability is taken by Moveage Group Pty Ltd for injury or damage whilst providing the Free Truck and Driver Service. It is solely at your own risk. Moveage Group, its agents and employees have NO responsibility should damage occur while your possessions are being moved. **PACK AND LOAD YOUR GOODS CAREFULLY**
- 5) Only Moveage Group employees can ride in the truck. You will need your own transport to the storage facility. No exceptions are allowed.
- 6) Moveage Group, its agents and employees shall not be liable to the storer/hirer for any damage to, loss or theft of the storer's/hirer's possessions prior to, during, or after the course of the move.
- 7) You indemnify Us against any loss or damage which We may become liable for, including damage, death or injury, including loss or damage to Our equipment caused by You or Your associates.
- 8) The storer/hirer agrees to load the truck only with lawful possessions to which the storer/hirer has legal title ownership and/or possession. The storer/hirer agrees to indemnify and hold harmless Moveage Group; its agents and employees from any loss, legal fees, damage, judgement cost or expense arising out of, or concerning the storer's/hirer's use of the truck.
- 9) The storer/hirer agrees that they will not load the truck with items not allowed under the terms of the Moveage Group's general terms and conditions and the storage agreement.
 - a) The storer/hirer is prohibited from submitting any valuables including but not limited to jewellery, watches, phones, trinkets, precious stones or metals, money, credit cards, wallets, deeds, securities, stamps, coins or goods collections or identification documents.
 - b) Further to the above the storer/hirer warrants that the Goods he is submitting for transport and/or storage do NOT include any of the following items: Illegal or stolen goods or drugs; Potentially dangerous, damaging or explosive items (including but not limited to petrol, diesel, gas bottles, aerosols, paints, chemicals, firearms and ammunition); Plants or goods likely to encourage vermin or other pests or cause infestation or contamination; Perishable items and/or those requiring a controlled environment, any animals, reptiles, birds or fish, goods which require special licence or government permission for export or import.
- 10) A \$100 non-refundable deposit needs to be made to book the Service. The deposit will be credited against the first storage invoice/invoice for the use of truck and driver if not moving into storage.
- 11) 2 months of minimum storage fees (less the deposit) need to be prepaid on the day before commencing to use the service to be eligible for the free service. Additional storage fees will be charged on completion of the move-in.
- 12) The location where the truck is to be parked for loading must be legal, flat and acceptable to the driver. On arrival at our facility, the driver will park the truck as close as the driver deems possible to the rented storage space.
- 13) Load and Drive Times are calculated from leaving the depot to return to the depot - these times are geo stamped by GPS.
- 14) Unloading is timed at the storage facility.
- 15) All removal blankets need to re-folded otherwise a \$25 handling fee applies.
- 16) If the truck is not in the same condition after unloading a \$50 cleaning fee applies. If cleaning does not rectify the situation you will be liable for the cost of repairs.
- 17) Loss/Damage of equipment incurs the following fees: per removal blanket \$20, Trolley \$200, per tie down strap \$10
- 18) Smoking is strictly prohibited in the truck.
- 19) The Service is available for a small truck and large truck.

For the Small Truck (20 cubic meters) the following additional conditions apply:

- 20) Allowed Times Free of Charge for new storer:
 - a) Drive times (depot to customer and back to depot) and loading time: 2 hours
 - b) Unloading: 1.5 hours
 - c) Additional Time is charged at \$119 per hour, in 15-minute increments
 - d) a) and b) are calculated separately, not as combined total. E.g. Drive, loading and drive back to depot take 2.5 hours and unloading only 1 hour – 30 minutes will be payable.
- 21) A minimum Storage Space of 9.8 square meters (2 unit of 10 cubic meters) needs to be rented for 2 months to receive the free service.
- 22) Regular Cost for Small Truck and Driver Hire (Self Pack)
 - a) Monday to Thursday \$119 per hour - minimum 2 hours then charged in 15 minute increments
 - b) Friday and Saturday \$129 per hour - minimum 2 hours then charged in 15 minute increments

For the Large Truck (50-60 cubic meters) the following additional conditions apply:

- 23) Allowed Times Free of Charge for new storer:
 - a) Drive times (depot to customer and back to depot) and loading time: 3.5 hours
 - b) Unloading: 2.5 hours
 - c) Additional Time is charged at \$129 per hour, in 15-minute increments
 - d) a) and b) are calculated separately, not as combined total. E.g. Drive, loading and drive back to depot take 4 hours and unloading only 2 hours – 30 minutes will be payable.
- 24) A minimum Storage Space of 14.7 square meters (3 units of 10 cubic meters) needs to be rented for 2 months to receive the free service.
- 25) Regular Cost for Large Truck and Driver Hire (Self Pack)
 - a) Monday to Thursday \$129 per hour - minimum 4 hours
 - b) Friday and Saturday \$139 per hour - minimum 4 hours



AGREEMENT FOR THE HIRE OF TRUCKS, UTES & TRAILERS © (NO SELF DRIVE)

HIRER DETAILS

Company Name: ACN: or
 (Individual) Ms / Mrs / Mr First Name: Surname:
 Home/Business Address: Postcode:
 Postal Address: Postcode:
 Phone Nos Home: Work: Mobile:
 Email:
 License number and state of issue Drivers Licence Copied

SUMMARY OF IMPORTANT POINTS

- This agreement is in addition to the AGREEMENT FOR TRUCK & DRIVER HIRE - SELF PACK.
- Under no circumstances is the hirer allowed to drive the vehicle. This agreement is for the use of the vehicle only.
 - Any deposits paid are to hold the booking and are not refundable.
 - The Hirer is NOT allowed to fuel up the vehicle.
 - Cargo Load safety nets must always be used on utes and trailers to secure load.
 - Do not load the vehicle with flammable, explosive or corrosive materials. This includes fuel (in lawn mowers). Gas bottles, paint etc
 - Vehicle must not be driven on unsealed roads or off-road conditions. Do not ask the driver to do so.
 - The Hirer releases and indemnifies the Moveage Group from all claims on the Moveage Group arising out of the use of the vehicle and/or trailer and the Hirer assumes all risks in respect of the vehicle and/or trailer and for all injury to or deaths of persons and any damage to property arising from the Hirer's possession & use of the vehicle and/or trailer.
 - The Hirer agrees that the use of the vehicle and/or trailer carries with it inherent dangers and risks of injury and the Hirer agrees to accept all those dangers and risks.
 - The vehicle and/or trailer the subject of the hire is set out in the Schedule.
 - The hire fee and any other fee specified in the Schedule is to be paid in advance.
 - The vehicle is delivered to you in good operating condition. You agree to return the vehicle in the same condition. You are responsible for any damage to the vehicle and/or trailer during the hire period (excluding damage caused by the driver). Vehicles need to be returned clean, a cleaning fee may apply for dirty vehicles.
 - If you fail to comply with this agreement, the owner will have certain rights including terminating the agreement and repossessing the vehicle and/or trailer, the hirer will be charged a \$500 recovery fee plus any towing fees or if required replacement of keys.

PLEASE READ CONDITIONS OVERLEAF CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM

I agree to be bound by the conditions of this Agreement as shown overleaf.

Hirer's Signature:

Date of this Agreement day of 20

Accepted by Moveage Group (FO) – Signed for and on behalf of Moveage Group

K. Haire

TERMS AND CONDITIONS OF AGREEMENT FOR THE HIRE OF TRUCKS, UTES & TRAILERS[®] (NO SELF DRIVE)

In this agreement **vehicles and/or trailers** means any item in a Schedule as defined below and including parts and accessories.

The Moveage Group (hereafter FO) and the Hirer enter into this agreement to provide for the hiring of the vehicle and/or trailer.

If the Hirer wishes to hire a vehicle and/or trailer, the FO will require the Hirer to sign a hire schedule, order, delivery docket or similar document (**Schedule**) normally in the form of Attachment 1 or any other form required by the FO from time to time.

The Schedule may list the vehicle and/or trailer taken for hire, applicable charges, hire commencement and termination date and such other information and provisions as the FO requires. The Schedule must be read together with and forms part of this agreement incorporating all of the provisions of this agreement. The agreement includes the terms and conditions below.

GENERAL PROVISIONS

1. Any deposits paid are to hold the booking and are not refundable.
2. The vehicle is delivered to the Hirer clean and in good operating condition. The Hirer agrees to return the vehicle in the same condition.
3. The Hirer is responsible for any loss or damage to the vehicle and/or trailer during the hire period that is not caused by the driver.

VEHICLE AND/OR TRAILER HIRE:

4. The hire of the vehicle and/or trailer specified in the Schedule will commence from the commencement date specified in the Schedule and continue for the period specified in the Schedule.
5. The Hirer, is entitled to use the vehicle and/or trailer for the hire period subject to the terms of this agreement. Any extension of the hire period must be expressly agreed to by the FO before the expiration of the hire period.
6. The Hirer agrees to return the vehicle and/or trailer on or before the end of the hire period to the FO's address specified in the Schedule and acknowledges that failure to do so may be immediately reported to the police.

INSPECTION OF VEHICLE AND/OR TRAILER:

7. Immediately prior to the commencement of the hire period specified in the Schedule, the Hirer must inspect the vehicle and/or trailer to identify any pre-existing damage to the vehicle and/or trailer.
8. Any pre-existing damage to the vehicle and/or trailer will be specified in the Schedule. The FO must approve the description of damage and may require the Hirer to do so also in writing. Where the FO and Hirer cannot agree on the extent of pre-existing damage, either party may terminate the agreement without penalty.
9. The vehicle is delivered to you in good operating condition. You agree to return the vehicle in the same condition.
10. Vehicles need to be returned clean, a cleaning fee may apply for dirty vehicles.

INSURANCE, HIRER'S LIABILITIES & UNAUTHORISED USE

UNAUTHORISED AND PROHIBITED USE INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING

11. Vehicle must not be driven on unsealed roads or off road conditions. DO NOT ASK THE DRIVER TO DO SO. To carry flammable, explosive or corrosive materials. To propel or tow any vehicle, trailer, boat or other object. To carry any greater load and/or more persons than is lawful.

NO PPS LEASE WITHOUT FO AGREEMENT:

12. Despite anything else in this agreement, without the express written consent of the FO, the hire period (including any option or extension of it) cannot be longer than the period that is one day shorter than the time threshold for a 'PPS lease' under the Personal Property Securities Act 2009 (Cth) (**PPS Law**).

SUB-HIRE

13. The Hirer must not create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the vehicle and/or trailer other than with the express written consent of the FO.
14. The Hirer must not lease, hire, bail or give possession of the vehicle and/or trailer to anyone else unless the FO (in its absolute discretion) first consents in writing.

PAYMENT FOR HIRE:

15. The Hirer agrees to pay the FO the hire fee specified in the Schedule for the use of the vehicle and/or trailer for the hire period including any applicable GST, stamp duties, tolls, fines, penalties, levies or freight and other charges relevant to this agreement and the hire.
16. The required fees must be paid to the FO prior to or on the commencement date of the hire period and when otherwise due and payable periodically under the Schedule or as agreed with the FO. Hirers who do not pay on any terms agreed will be in default. Vehicles and/or trailers not returned on time and in accordance with this agreement will be subject to a continuance of the agreed hire fee and other charges until return is complete, but this will not constitute an extension of the hire period.
17. A reasonable cancellation fee may be charged by the FO where a vehicle and/or trailer has been reserved by booking and the Hirer cancels the booking without reasonable notice.
18. The FO may charge the Hirer a reasonable fee for accepting payment by credit card and this may be up to the applicable permissible charge under legislation.
19. Unless otherwise stated, the hire charges payable by the Hirer in relation to the vehicle and/or trailer will be as stated in the applicable Schedule. The FO reserves the right at any time to revise the hire fees by providing the Hirer with notice. However the hire fee cannot be increased during an agreed fixed term hire unless the Hirer agrees to the increase. Where the increase in hire fees applies to vehicles and/or trailers already on hire by the Hirer, the Hirer may terminate this agreement and return the vehicle and/or trailer to the FO.

USE, OPERATION AND MAINTENANCE

20. The Hirer agrees that the use of the vehicle and/or trailer carries with it inherent dangers and risks of injury and the Hirer agrees to accept all those dangers and risks, excluding any risk or danger arising from an act or omission by the FO.
21. The vehicle and/or trailer must not be used by anyone other than the Hirer without the express permission of the FO.
22. The Hirer agrees to operate, maintain, store and transport the vehicle and/or trailer in a proper manner and where required strictly in accordance with any instruction provided by the FO and with due care and diligence.
23. Cargo Load safety nets must always be used on utes and trailers to secure load.
24. The Hirer agrees that the vehicle and/or trailer will only be used for its intended purpose and in accordance with any manufacturer's instructions and recommendations whether supplied by the FO or posted on the vehicle and/or trailer in regard to its operation, maintenance and storage.
25. The Hirer agrees to comply with all occupational health and safety laws and regulations relating to the use of the vehicle and/or trailer and associated operations.
26. The Hirer must ensure the vehicle and/or trailer is returned to the FO clean of all foreign matter or agrees to a reasonable cleaning fee being charged by the FO.
27. The reasonable costs of fuel or other consumables provided by the FO and used by the Hirer are to be paid to the FO when required by the FO.

HIRER'S OBLIGATIONS

28. The Hirer agrees that:
 - (a) the vehicle and/or trailer will be used in accordance with the conditions outlined in the Schedule.
 - (b) the particulars supplied to the Hirer in the Schedule are correct in every respect and are not misleading in any way.
 - (c) the Hirer must not allow any person other than the approved Additional Hirer to use the vehicle and/or trailer.
 - (d) the vehicle and/or trailer will not be used for any illegal purpose.
 - (e) where relevant, the Hirer's vehicle is suitable for towing a trailer.
 - (f) The hirer WILL NOT fuel up the vehicle
 - (g) the Hirer will not, tamper with, repair or modify the vehicle and/or trailer in any way, or permit another to do so.
 - (h) the Hirer will not remove the vehicle and/or trailer from the State or Territory in which it is hired without the prior approval of the FO.

SECURITY OF VEHICLE AND/OR TRAILER

29. The Hirer acknowledges and agrees that:
 - (a) the FO may install certain devices in the vehicle and/or trailer to ensure the security of the vehicle and/or trailer, including but not limited to GPS locator, cameras and audio recording devices.
 - (b) the Hirer must not deface, damage, attempt to remove or otherwise interfere with the operation of any such devices;
 - (c) the FO may use and/or release any data obtained from such devices to locate it or in the event of damage or loss of the vehicle and/or trailer, damage or loss to third parties, or unlawful use of the vehicle and/or trailer, including release to such third parties as the FO considers appropriate.

Moveage Group Pty Ltd

ABN: 83 605 673 658

Address: 30 French Avenue, Brendale 4500

Phone: 1300 01 3279

Email: info@moveage.com.au



INDEMNITY AND LIABILITY

30. To the full extent permitted by law the Hirer releases and indemnifies the FO from all claims on the FO arising out of the use of the vehicle and/or trailer and the Hirer assumes all risks in respect of the vehicle and/or trailer and for all injury to or deaths of persons and any damage to property arising from the Hirer's possession, use, storage or transportation of the vehicle and/or trailer. However this release and indemnity does not apply to the extent of anything:

- (a) arising from the negligence or default of the FO; or
- (b) arising from events beyond the Hirer's control.

31. To the full extent permitted by law the FO excludes any implied or imposed guarantee, term, condition, warranty, undertaking, inducement or representation in relation to this document (**Provision**). To the extent to which the FO is not able to exclude a Provision (**Non-Excludable Provision**), and the FO is able to limit the Hirer's remedy for a breach of the Non-Excludable Provision, then the FO's liability for breach of the Non-Excludable Provision is limited to (at the FO's election):

- (a) in the case of goods, the repair or replacement of the goods or the supply of equivalent goods (or the payment of the cost of doing so); and
- (b) in the case of services, the supplying of the services again (or the payment of the cost of doing so).

32. Subject to the FO's obligations under the Non-Excludable Provisions, the FO is not liable to the Hirer or any third party for any indirect loss or consequential loss arising in connection with this agreement or its subject matter, whether arising in or for breach of contract, negligence or other tort, breach of statutory duty, breach of warranty or guarantee or otherwise and whether or not that loss was foreseeable, even if the FO has been advised of the possibility of such loss.

LOSS, DAMAGE OR BREAKDOWN OF VEHICLE AND/OR TRAILER

33. The Hirer will be responsible for any loss or damage to the vehicle and/or trailer except for fair wear and tear, during the hire period or damaged caused by the driver. The Hirer is liable for the payment of the full replacement value of any vehicle and/or trailer not returned to the FO.

34. If there is a breakdown or failure of the vehicle and/or trailer the Hirer shall notify the FO immediately for the appropriate action to be taken.

TERMINATION

35. Without prejudice to any other remedies the FO may have against the Hirer and notwithstanding the period of hire specified in any Schedule, this hire agreement and any hire may be terminated by the FO as follows:

- (a) without prior notice if the Hirer becomes bankrupt, has a winding-up petition presented against it, or is wound up, or has a receiver of any of its assets appointed, or it makes an assignment/compromise for the benefit of its creditors or if it is placed under administration.

36. The FO may terminate this agreement at any time if the other party breaches the agreement and the breach cannot be, or is not, rectified within 2 days after the FO sends written notice to the Hirer specifying the breach and requesting rectification. The FO may also terminate this agreement immediately if the Hirer commits a material breach of it.

37. The FO may seek compensation from the Hirer for a breach of this agreement including for loss of revenue whilst the vehicle and/or trailer is not able to be hired to others (for example due to damage) and/or loss of rental that would have been earned had termination not occurred. Compensation sought must be reasonable, taking into consideration extent of damage, necessity of repair and any delay or protraction of repairs on the part of the FO. This does not limit the FO's other rights at law.

38. If the hire agreement is terminated by the FO in accordance with this agreement, the Hirer must immediately pay all outstanding hire fees to the FO and must return the vehicle

and/or trailer to the FO.

39. If you fail to comply with this agreement, the owner will have certain rights including terminating the agreement and repossessing the vehicle and/or trailer, the renter will be charged a \$500 recovery fee plus any towing fees or if required replacement of keys

TITLE TO THE VEHICLE AND/OR TRAILER

40. The Hirer acknowledges that the FO retains title to the vehicle and/or trailer and that the Hirer has rights to use the vehicle and/or trailer as a mere bailee only. The Hirer agrees that the Hirer has no rights to pledge the FO's credit in connection with the vehicle and/or trailer.

41. The Hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the vehicle and/or trailer and not to conceal or alter the goods or make any addition or alteration to the vehicle and/or trailer.

REPOSSESSION AND REMEDIES ON DEFAULT

42. The FO may retake possession of the vehicle and/or trailer if:

- (a) the hire is terminated or becomes liable to be terminated by the FO;
- (b) the Hirer does not pay amounts owing to the FO as when due.

43. In the case of repossession due to a breach of this agreement the Hirer grants the FO permission to enter any premises where the vehicle and/or trailer listed in the Schedule is situated to disconnect, decommission and/or remove that vehicle and/or trailer.

44. In addition to the FO's right to retake possession the FO is entitled in its discretion, following any breach of any provision of this agreement by the Hirer, to terminate this agreement and/or sue for recovery of any damages or charges or loss suffered by the FO, and/or to cancel any insurances effective in respect of the vehicle and/or trailer hired.

COMPLETION OF THE HIRE

45. The vehicle and/or trailer must be returned to the FO in the same condition as when it was hired. Return must be by the date and time outlined in the Schedule.

GENERAL

46. The agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

47. If any clause, term or provision of this agreement is legally unenforceable or is made inapplicable, or in its application would breach any law, that clause, term or provision shall be severed or read down, but so as to maintain (as far as possible) all other terms of the agreement.

48. This agreement is governed by the laws of the State or Territory where the agreement is made and each party submits to the exclusive jurisdiction of the Court of that State or Territory.

49. The FO will comply with the applicable privacy legislation in all dealings with Hirers. Information on our privacy policy is available on request.

THIS AGREEMENT IS PROPERTY OF THE SELF STORAGE ASSOCIATION OF AUSTRALASIA. ALL UNAUTHORISED USE WILL BE PROSECUTED

WARNING

FAILURE TO RETURN THE HIRED VEHICLE AND/OR TRAILER ON OR BEFORE THE FINAL DATE OF THE HIRE PERIOD MAY BE IMMEDIATELY REPORTED TO THE POLICE

Moveage Group Pty Ltd
ABN: 83 605 673 658
Address: 30 French Avenue, Brendale 4500
Phone: 1300 01 3279
Email: info@moveage.com.au



HIRE COSTS FOR HIRE OF TRUCK & DRIVER HIRE (SELF PACK):

AS PER TRUCK & DRIVER HIRE (SELF PACK) AGREEMENT

Signature of Hirer:

Date of this Agreement day of 20.....