Terms and Conditions

The terms and conditions of hire set out herein are the only terms and conditions upon which the hirer may hire the trailer from the Owner and/or its agent.

TERMS AND CONDITIONS OF HIRE

1. In this document the word 'Owner' and 'U-Tow New Zealand Limited' means 'U-Tow New Zealand Limited NZBN 9429045976292 and/or its related companies (as defined in the Companies Act 1993) and/or its agents', and the word 'trailer' means 'trailer, mower, and all equipment attached thereto or hired under the hire contract.'.

2. The Hirer will at or before the commencement of hire inspect and confirm for itself that the trailer is in a good and serviceable condition. U-Tow New Zealand Limited 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 U-Tow New Zealand Limited reserves the right to refund the hire amount without any compensation. Hirer is responsible for ensuring hte correct trailer is taken by checking hte registration number detailed on the hire docket matches the trailer. Taking hte wrong trailer will incur a fee of $150 to compensate for any inconveniences caused to other Hirers.

3. 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 to such property or vehicle shall be made against the Owner.

4. The hirer shall use the trailer in a skillful and proper manner and shall not speed or overload it or use it other than for its normal intended purpose. Trailer dimensions advertised are approximate only, if there is any doubt on the capacity required it is recommended to select the next size up. The weight of the load must be distributed centrally over the axles of the trailer with at least 10% of the load at the tow coupling end of the trailer. The hirer must not exceed 90km per hour or less where lower speed limits apply. The hirer acknowledges that the New Zealand (NZ) Transport Agency requires flags and hazard warning panels for overhanging loads and also lighting requirements during hours of darkness. It is the hirer's responsibility to comply with all applicable rules and regulations including load capacity and operation of the trailer and of the towing car. In relation to the tandem trailers, the hirer acknowledges that to comply with the NZ Transport Agency rules and regulations, the gross laden weight of the trailer must not be more than two (2) tonne (or towing capacity of the vehicle, whichever is the lesser) without the brakes on the trailer being connected to the towing vehicle. For Single axle un-braked trailers, the gross loaded weight of the trailer must not be more than 1 tonne or the towing capacity of the vehicle. The Hirer guarantees that they and any named authorized drivers and any other persons they allow to use the trailer:

I. have the knowledge, skill and ability required to enable them to carry out the loading and towing of the trailer safely and without incident or accident;

II. will take due care by following the safety instructions under these terms and conditions and any other safety instructions or guidelines that the Owner may provide; and

III. will follow any other applicable requirements and recommendations for trailer loading and towing issued from time to time by the NZ Transport Agency.

The Hirer will not itself and will not allow others to load or tow the trailer without the knowledge, skill and ability required fulfilling these guarantees.

5. 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 OR SUBMERSED INTO SALT WATER .

6. 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 3 above regarding insurance). The Hirer is responsible for the correct and safe connection of the trailer to the towing vehicle. Only 'broken in' horses are permitted in the Horse Float; NO other livestock is permitted (in any size trailer). The Hirer will secure their load using suitable tie down materials. (Hirer agrees not to use the winch on the car carrier to secure the load).

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7. The Hirer agrees that all fully enclosed trailers (Furniture Vans, Furniture Trailers) are not guaranteed to be waterproof or dust proof and that the hirer is responsible to take precautions to prevent water damage to any goods they enclose within the trailer.

8. 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.

9. Upon completion of the hiring, the trailer must be properly cleaned by the hirer. Trailers returned in a dirty condition in the opinion of the Owner shall be cleaned at the hirer's expense.

10. The hire contract may not be transferred or assigned to any other party without the prior consent in writing of the Owner.

11. The Hirer shall make his own insurance arrangements and assume all responsibility for any loss, damage or liability of or 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 by the Owner against theft or damage while it is outside the Owners possession or control and it is the hirer's responsibility to keep it secure. The Hirer accepts full liability for any costs and expenses of repair or replacement relating to the trailer or vehicle in the event that the trailer or vehicle is lost, stolen or in any way damaged. In the event of damage to the trailer or trailer component, if the damage cannot reasonably or economically be repaired by the Owner the hirer will be charged at new retail replacement cost of trailer, vehicle or component as the case may be.

12. The Hirer authorises all charges for the hire of the trailer to be charged and debited to the Hirers credit or debit card along with any credit or debit card surcharge. All charges will be recognised as U-Tow NZ Limited on Bank statements.

13. The Hirer agrees that all additional charges related to the hire of the trailer (including, without limitation, all costs and charges in connection with any breach by the Hirer of the hire agreement and these terms and conditions) will be automatically charged and debited to the Hirers credit or debit card. If additional charges are not paid, then further action will be taken to recover monies owed. Any changes to bookings such as (but not limited to) time, date, location or size of trailer will incur a $10 change fee.

14. The Hirer must hold a valid New Zealand Drivers Licence (and allows for towing of the hired trailer) and confirms that they are the same person as named in the licence provided.

15. The Hirer agrees that in the event of incorrect licence details being provided that the credit card details provided by the hirer is proof of hire.

16. On the termination of the period of hiring, the Hirer at his own expense must return the trailer to the address stated on the hire receipt or if no such address is so stated to the place of the Owner or its agent from which it was hired. The trailer must be parked in the Site's designated car park/area and secured before the hire will be ended. The hirer acknowledges and agrees to pay in full to U-Tow New Zealand Limited 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.

17. When the trailer cannot be returned by the due time at the expiration of the hiring period ('due time') the hirer must advise U-Tow New Zealand Limited by calling 0800 484 285 during normal business hours before that due time. The hirer must advise U-Tow New Zealand Limited of the estimated time of return and accept charges to the credit or debit card to extend the original hire period, subject to availability. U-Tow New Zealand Limited reserves the right to refuse an extension and require the trailer to be returned by due date and time. This step terminates the contract between U-Tow New Zealand Limited and the Hirer at the date and time advised by U-Tow New Zealand Limited. Upon termination of the contract, failure by the hirer to return the trailer will be deemed intent on the part of the hirer to not return the trailer and the Police will be informed and the trailer reported as stolen. When a trailer is not returned by expiration time of the agreed hire period the post due-time period until return of the trailer shall be treated for charging purposes as overdue. The charge for overdue trailers will be 150% of the difference between the charge for the original hire period and the charge for the next available hire period ending when the trailer is returned. Late return not advised as above within 24 hours after the hiring expiry date will be considered as a stolen trailer and the hirer will be liable to prosecution for theft and all charges associated with recovering the trailer.

18. The Hirer authorises U-Tow New Zealand Limited to send SMS correspondence to offer extensions, subject to

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availability.

19. During the continuance of the hiring, the hirer will not -

- Sell, offer for sale, assign, mortgage, pledge or underlet the trailer or any interest of the hirer therein;
- Part with possession of the trailer;
- Allow any lien to be created in respect of the trailer whether for repairs or otherwise.

20. The hirer acknowledges that the Owner may use satellite tracking devices on any of its hire equipment. The hire agrees and acknowledges that the Owner and/or its business partners may use and disclose data recorded in relation to this rental in conjunction with any future promotional or marketing undertaken by the Owner or business partners

21. The hirer shall be responsible for all freight and other charges where incurred by the Owner or the hirer in respect of the delivery and return of the trailer.

22. In the event of a trailer breaking down the hirer shall arrange at his own expense to return it to the Owner or its agent forthwith. The period of the hire shall terminate upon such return of the trailer to the Owner or its agent; in no event shall the Owner be responsible for any expenditure, damage, liability and/or loss (including, without limitation any consequential or economic loss) incurred by the hirer arising out of any breakdown or failure of the trailer.

23. In the event of the hirer being delayed in returning the trailer, the hirer is required to advise U-Tow New Zealand Limited on 0800 484 285 at least 24 hours before the expiry time of the hire period, as stated on the contract. If further delay is experienced, and the amended return time cannot be met, the hirer is then required to give further notice to that effect. The hirer agrees to indemnify the Owner against any costs and losses incurred by the Owner (including, without limitation, any consequential or economic loss) arising directly or indirectly in connection with the hirer's failure to provide such timely information.

24. Except to the extent (if any) otherwise provided in the hire agreement the Hirer will be totally responsible for any loss or damage caused to the trailer during the hire period and before its return to the Owner or its agent. In the event of an accident, the hirer will be liable for any costs incurred and all recovery charges to have the trailer returned to the nearest U-Tow NZ repair location. This includes (but not limited to) all towing and storage fees incurred from the date of the accident under these terms in recovery of and repair of the trailer.

25. INDEMNITY: The Hirer shall indemnify and keep indemnified and save harmless the Owner and the Owner's servants and agents from and against all liability, expenses, 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 (by the Hirer and those for whom it is responsible) or otherwise.

26. LIMITATION OF LIABILITY: To the extent permitted by law, where the Hirer is hiring the trailer for the purposes of a business or uses it for business purposes nothing in the Consumer Guarantees Act 1993 and none of the guarantees otherwise implied under that Act shall apply. Further, in the case of a hiring for business purposes the maximum total liability of the Owner to the Hirer or its agents arising from or in connection with any defect in the trailer or breach of the Owners obligations under the hire agreement or otherwise arising in negligence or at law shall be limited to the total hire charge that has been paid or is due to be paid by the Hirer under the hire agreement and in no event shall the Owner be liable for any consequential or economic loss incurred or suffered by the Hirer or its agents.

27. OPERATION OF CLAUSE: To the extent that clauses 25 and 26 are inconsistent with other clauses, terms or conditions of the hire contract clauses 25 and 26 shall prevail and override those other provisions to the extent of such inconsistency.

28. The hirer agrees that he will not allow repairs to be carried out or costs to be incurred on the Owner's behalf without having first obtained an authority number from the Owner or its agent.

- Hirer agrees to carry a spare wheel (where provided) for the trailer at all times.
- Hirer agrees to carry a wheel brace and jack at all times,

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U-Tow New Zealand Limited does not supply these items. The Hirer acknowledges that he is responsible for all punctures and that no claim or refund for tyres will be met without presenting the tyre in question to the Owner or its agent.

29. Late return fees, extended hire charges, trailer recovery charges and all other fees, charges, costs and expenses payable by the Hirer under these terms and conditions and the hire agreement may be debited by the Owner to the Hirers credit or debit card.

30. Trailers are not to be towed by vehicles with a greater than 3.5 tonne gross vehicle mass (GVM).

31. MAXIMUM LOADS

- MAXIMUM LOAD ON CAR CARRIER/TRANSPORTER AND TANDEM CAGES 1.6 TONNES (1600 KILOGRAMS).
- MAXIMUM LOAD ON SINGLE AXLE TRAILERS UNBRAKED 650kg
- MAXIMUM LOAD ON SINGLE AXLE TRAILERS BRAKED 950kg

32. 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 the towbar manufacturers specification plate on towbar as the two may differ.

33. CAUTION: Trailers fitted with over-ride brakes may not be towed by a vehicle whose unladen weight is less than the total weight of the trailer and any equipment or load on the trailer.

34. A 1 7/8 diameter tow-ball is a standard requirement for all hire trailers.

35. Our email communications may include HTML based email messages which requires your computer to be enabled to accept HTML emails.

LONG TERM HIRES

36. It is the hirer's responsibility to keep the trailer in a roadworthy condition. If the hirer feels that the trailer requires attention, they are to contact our call centre on 0800 484 285 to arrange a maintenance inspection as soon as possible.

37. Any faults with the trailer must be reported to U-Tow New Zealand Limited during normal business hours, prior to further use of the trailer.

38. U-Tow New Zealand Limited reserves the right to exchange the hire item with an equivalent item at any time during the hire period.

39. In the event of a credit or debit card payment being declined, attempts will continue to be made every 24 hours to process due payment. U-Tow New Zealand Limited will attempt to make contact with the hirer regarding the overdue payment.

40. In the event that U-Tow New Zealand Limited is unable to make contact with the hirer and payment has not been honoured, the trailer will be reported stolen to the Police after a period of 24 hours.

41. There is no refund for early return of the trailer.

TOLLS, FINES and ADDITIONAL CHARGES

42. All toll fines, but not limited to, will be charged a $35.00 administration fee plus the value of the toll fee or fine.

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43. All penalty and traffic infringement fines (e.g. but not limited to, exceeding speed limit, red light camera and parking fines) will be charged a $35.00 administration fee, plus the value of the fine or penalty if applicable.

44. Any changes to bookings such as (but not limited to) time, date, location or size trailer prior to the commencement of the hire will incur a $10 change fee

45. The Hirer authorises U-Tow New Zealand Limited to charge its credit or debit card for all such administration charges plus the fee or fine values where applicable without any further authority required by U-Tow New Zealand Limited and regardless of who was in possession or control of the trailer when the fee or fine was incurred and regardless of whether the Hirer or any other person intends to appeal or otherwise dispute the fee or fine.

REFUND and CANCELLATION POLICY

46. Refunds and Cancellations are subject to the following:

A minimum of 24 hours' notice must be given on all cancellations prior to the start time and date of the booking.

A cancellation fee of 5% of the total booking value will apply.

Any notice pursuant to this clause is to be made by telephoning 0800 484 285 between the hours of Monday and Sunday 7am to 11pm (Public Holidays may differ).

47. There is no refund for any early return of the hired trailer.

48. To the extent permitted by law the Owner shall not be liable to the Hirer or its agents in respect of any breakdown or failure of the trailer.

DAMAGE LIABILITY REDUCTION

49. The Damage Liability Reduction fee (if selected) reduces the amount for which the Hirer is liable to the Owner in the event of damage to the trailer or hire item while it is in the Hirers possession or control and before it is returned to the Owner. It relates to the repair or replacement cost of the trailer but only in the event of an accident (Accidental damage to the TRAILER or HIRE ITEM only) and is valid for 1 (one) claim per hire contract. Tyres, Jockey Wheel, Broken Lights, Hirers Goods,Towing and Storage costs excluded. The Damage Liability Reduction fee will not cover the hirer in the event of OVER LOADING, UNSECURED LOADS, INCORRECTLY LOADED, FIRE, UNLAWFUL USE of the trailer or hire item, or if the hirer is in BREACH of any condition of the hire contract.

50. The Hirer acknowledges and warrants that all information provided by it is true, complete and accurate and can be relied upon by U-Tow New Zealand Limited and its insurers.

IMPORTANT INFORMATION ON SAFE OPERATION OF WINCH:

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

52. Before commencing to load rolling stock/vehicle tyres are to be inflated to tyres recommended PSI.

53. Maximum load for Winch is S.W.L. 1000kg, not designed for lifting and keep clear of all moving parts.

54. The winch is not to be used for securing load under any circumstances.

55. The winch is not to be used to unload any rolling stock/vehicle under any circumstances.

56. Before using winch ensure the ratchet on winch is engaged and keep engaged at all times under load.

57. Do not release cable to its full extent.

58. Do not load the trailer unless the area directly behind is clear for 20 metres and load on level ground.

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59. If you have any question on the safe operation of the equipment please call our Call Centre on 0800 484 285 during office hours: Mon-Fri 6.00am to 9pm, Sat 6am to 8.30pm and Sun 6.00am to 8pm. Do not use winch if unable to contact office.

ATTENTION: BEFORE STARTING OFF ON YOUR HIRE

60. Safety chains must be attached to tow vehicle correctly.

61. Ensure coupling handle is correctly down and attached securely.

62. Ensure all lights are working correctly. It is recommended that you drive with your lights on to increase visibility to other drivers while towing.

63. For information or questions on the above contact 0800 484 285 during office hours. If unsure, you are not to take trailer and refund will be given.

The Hirer shall contact U-Tow New Zealand immediately should the item fail to meet the hirers expectations.

VOUCHERS

64. Vouchers are not redeemable for cash.

65. Vouchers must be redeemed by the expiry date given.

66. Vouchers can only be redeemed online at www.utow.co.nz or through our Call Centre on 0800 484 285 (vouchers cannot be redeemed by any other method)

67. Only 1 voucher can be used per hire transaction. Multiple vouchers per hire will not be accepted.

68. To redeem vouchers, a valid credit card number must be given.

69. Lost, damaged or stolen vouchers will not be re issued.

70. Please make your booking carefully, as we do not refund or re issue vouchers if you cancel your voucher booking.

71. All voucher hires are subject to our standard terms and conditions of voucher issue.

Dollar Value Vouchers

72. The voucher can only be used towards the value of a hire and damage liability reduction costs

73. If the full value of the voucher is not used on the first hire, a new voucher will be issued for the remaining balance. This will only be issued via your valid email address upon completion of your voucher hire.

74. Late fees, trailer damages or any other additional charges incurred in excess of the original hire and damage liability reduction costs are not covered by the voucher and will be automatically debited from the credit card provided.

% Discount Vouchers

75. The % discount voucher cannot be used to extend a hire. Any additional charges incurred during or after the hire will be charged at the standard rate and must be paid for with the credit card provided.

76. Discount will be rounded to nearest dollar.

77. The Hirer indemnifies the Owner from and against (and shall pay upon demand) all costs and expenses (including all legal costs and expenses on a full indemnity basis and also all debt collector commissions, costs and expenses) incurred

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or suffered by the Owner in or in connection with the enforcement or attempted enforcement of the Owners rights and remedies arising from any breach by the Hirer (or those for whom it is responsible) of these terms and conditions or any other breach of the hire contract and/or incurred or suffered by the Owner in suing for or attempting to sue for and recover any sum due by the Hirer to the Owner under these terms and conditions or otherwise due to the Owner under the hire contract.

78. The Hirer agrees and acknowledges that in regard to all personal information concerning the Hirer provided to or obtained by the Owner, the Owner (and its agents and business partners): (i) may collect, use, keep and disclose the personal information to any third party for the purposes of administering and enforcing the hire agreement and these terms and conditions (including, without limitation, for debt collection purposes or providing default information to credit reporting agencies) and for the purpose of promotion and marketing of goods or services by the Owner or its business partners or others to the Hirer; (ii) may collect, use, keep and disclose the personal information to the Owners brokers and insurers providing insurance services either to the Owner or the Hirer incidental to the hire contract or incidental to any loss or damage of the trailer or incidental to any insurance claim (or enforcement of the insurer's subrogation rights and remedies) in respect of any such loss or damage; and (iii) may collect, use, keep and disclose the personal information to the NZ Transport Agency, the Police or any other government departments or agencies for the purposes of seeking information about the Hirer or in connection with any infringement or other law enforcement action taken or considered by such organisations.

OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS FOR TRAILER HIRE

79. As a holder of a current drivers licence, the Hirer warrants to the Owner that the Hirer understands the obligations it has to safely operate the towing vehicle on any type of designated or undesignated roadway, or property access-way, in accordance with the Land Transport Act 1968 and all applicable rules and regulations under that Act (and any amendments to that Act and those rules and regulations) and all applicable rules and requirements of the NZ Transport Agency. Our support to your safety is to try to ensure that you have the understanding required for the trailer hire. However, the Owner and your trailer hire agent are not authorised trainers or assessors 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 NZ Transport Agency. Every reasonable effort is undertaken to ensure your hire trailer is in roadworthy condition. Please do not use the trailer if there are doubts about its roadworthiness and report this immediately to the Owner or its 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 Owner or its agent.

The Hirer hereby certifies and warrants to the Owner that he/she is competent with (and not limited to):

- Correctly connecting and disconnecting the trailer coupling hitch.
- Correctly applying the safety chain connections.
- Correctly applying the trailer light plug connections.
- Conducting light operation checks, prior and after use.
- Ensuring safe load distribution on and off the trailer.
- Ensuring any load is safely secured during loading/unloading activities, or when parked or under tow.
- Correctly securing the jockey wheel when the trailer is both under tow and not undertow.
- Adhering to the maximum load rating allowed for this trailer.
- The braking system of the trailer (if applicable).
- Operating the trailer without over or under inflated tyres.

FOR INFORMATION ON ANY OF THE ABOVE PLEASE CONTACT THE CALL CENTRE ON 0800 484 285
DURING OFFICE HOURS: MON-FRI 7:00AM TO 11:00PM, SAT 7:00AM TO 10:30PM, SUN 7:00AM TO 10:00PM

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