



Shemgale Nominees Pty Ltd
 ACN 069 328 687
 atf JOAG Family Trust
 t/as "Halls Cranes"
 ABN 30 985 916 365
 15 Francis Road Wingfield SA 5013
 Ph: (08) 8445 6111 or 0412 860 464 (John Hall)
 ("Hall's Cranes")

DATED _____ 2014

Hall's Cranes Charity BBQ Trailer Use Agreement

RESPONSIBLE PERSON ("Responsible Person")

Name(s):
 and on behalf of: ("Organization")
 Address:
 Driver's Licence No: Expiry:
 Phone: Mobile:
 Fax: Email:

DELIVERY DATES & ACKNOWLEDGEMENTS

Delivery date:2014 Time: am / pm
 Trailer received undamaged & clean BBQ, LPG & safety procedures explained x..... (initial here)
 Function address:
 Storage address:
 Return date:2014 Time: am / pm
 Trailer returned undamaged & clean with lock & key x..... (initial here)

IMPORTANT: BY SIGNING THIS DOCUMENT YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS BELOW AND ON THE BACK OF THIS PAGE AND THAT THIS IS A LEGALLY BINDING DEED FOR THE BENEFIT OF HALL'S CRANES

The Responsible Person and the Organization jointly and severally warrant and promise to Hall's Cranes **as follows:**

1. Hall's Cranes will allow the Organization to use the Hall's Crane BBQ trailer Reg No: S115TDR ("**Trailer**") at the Function address in consideration of the promises made by the Organization and the Responsible Person herein.
2. They understand that the Trailer when loaded with drinks and ice weighs approximately 400kg and does not have its own independent braking system;
3. That the Trailer will only be:
 - a. towed by a vehicle driven by the Responsible Person (and by no-one else);
 - b. towed by an appropriate vehicle in good mechanical and road worthy condition;
 - c. towed between Hall's Cranes, the Function address and the Storage address; and
 - d. used for the purpose of cooking BBQ and not for any other purpose whatsoever (under no circumstances may the Trailer be used to carry any person, equipment or goods other than the equipment that comes with the Trailer);
4. That the Trailer was inspected on the Delivery date and was in good and clean condition with no defects and the Trailer will be returned on the Return date in the same condition and complete with all equipment supplied;
5. That the Storage address is secure and the Trailer will be stored off the street behind locked gates. When the Trailer is left unattended the locking device provided with the Trailer will be used at all times;
6. That the Responsible Person:
 - a. is over 25 years of age and has a full unrestricted Australian driver's license;
 - b. has experience towing and reversing trailers and understands that towing a trailer can have a significant effect on

x..... (initial here) x..... (initial here)

- a vehicle's performance;
 - c. will not allow anyone else to tow the Trailer;
 - d. will not allow anyone other than the Organization to use the Trailer;
 - e. will not tow or use the Trailer while affected by alcohol or drugs;
 - f. will comply with all road rules whilst towing the Trailer;
 - g. will not tow or use the Trailer if the Responsible Person feels that the Trailer or any part of the Trailer is not safe or road worthy at any point or if any part of the towing vehicle or the Trailer is not operating correctly;
7. To immediately inform Hall's Cranes of any loss or damage to the Trailer or any fault therein;
8. To use the Trailer with the highest degree of safety and in accordance with all road rules and without limiting the generality of the foregoing to comply with the following principles:

Trailer Checks Before Each Journey

The Responsible Person must undertake trailer and vehicle checks before each journey and use as follows:

- That the brakes of the towing vehicle are in good condition and capable of stopping the vehicle and the Trailer;
- Ensure that the lighting socket of the vehicle is in good working order and that the vehicle and the Trailer lights are working;
- That the break away chain has been securely attached to the towing vehicle's towbar with the supplied U shackle;
- That the towing tyre pressures for the vehicle and the Trailer are correct (tyre pressure for the Trailer should be 38 PSI and correct towing tyre pressure for the towing vehicle will be specified in the vehicle's operating manual);
- That the Trailer is correctly attached to the towing vehicle including safety catch being in place;
- That the jockey wheel is fully wound up and secured for the journey and that the corner stays are lifted and locked in place for the journey;
- That all hatches and doors on the Trailer are secured and the LPG gas is turned off;
- Vehicle mirrors are adjusted.

Driving With a Trailer

- Never exceed the speed limit in force and consider driving slower as weight of trailer will increase braking time and distance;
- If overtaking or parking remember to leave enough room for the length of the Trailer;
- Every trailer and towing vehicle combination behave differently – reduce speed prior to a downhill descent to reduce the possibility of “snaking”. If snaking occurs gently reduce speed by easing off the accelerator – do not apply the brakes.
- Do not brake sharply on bends as this could cause the Trailer to “jack-knife”.
- When reversing the Trailer ensure you have plenty of room and if need be get out of the vehicle to check any blind spots. Ideally engage the help of another person to eliminate reversing accidents.

Generally

- Please do not write on or stick anything to the Trailer;
 - If the Trailer is parked on an incline please chock the wheels in addition to using the Trailer handbrake;
 - When turning left take the corner wider than normal to prevent “kerbing” the Trailer and damaging the wheels.
9. Hall's Cranes shall not be liable for any indirect, special, incidental or consequential damage suffered by the Responsible Person, the Organization or any other person due to any breach of this Deed by Hall's Cranes. The Responsible Person and the Organization agree to use the Trailer at their own risk and hereby forever release and indemnify Hall's Cranes from and against:
- a. any such claim and any costs expense damage or loss whatsoever that may arise therefrom; and
 - b. any costs expense damage or loss whatsoever that Hall's Cranes may incur as a result of the Responsible Person or the Organization breaching any term of this Deed.
10. The parties agree that this Deed and any annexures hereto form the entire understanding of the parties and no earlier discussions or documentation whatsoever shall form part of the agreement between the parties unless made subject to this Deed and signed by both parties.
11. This Deed is executed by the Responsible Person on his, her or their own behalf and on behalf of the Organization as a Deed Poll and any disputes in relation thereto shall be governed by the laws of the State of South Australia and the parties hereby submit to the exclusive jurisdiction of that State.

SIGNED by the
Responsible Person(s)
on his/her/their own behalf
and on behalf of the Organisation
as a Deed Poll

x.....(sign)

x.....(sign)