

APPLICATION TO BOOK MOBILE FOOD TRAILER

The Rotary Driver Reviver Trailer is not available for hire on LONG WEEKENDS due to standing booking with the Rotary Club of Katanning.

- DRIVER REVIVER (WITH COFFEE MACHINE)
- ORIGINAL FOOD TRAILER

APPLICANT'S DETAILS

Contact Name:

Community Group / Business Name:

Contact number:

E-mail:

Driver's Name (If different to contact):

Driver's Date of Birth:

Drivers Licence Number:

Licence Expiry Date:

Postal Address:

Suburb:

Postcode:

Vehicle Registration:

Vehicle Make & Model:

Please indicate which best describes you:

- Business / individual / commercial / for profit
- Community group / not for profit / non-commercial / charity
- Private use / product is free

Is the applicant an individual hiring for selling food to the public?

- No.
- Yes. *If yes, food registration or a temporary food stall permit will be required prior to hire of the food trailer.*

Please scan and attach copies of the following documents:

- Drivers Licence (front and back)
- Food Registration Certificate

Important: Please note that the trailer has a rectangular 7 pin plug you will need an adapter if your towing system has a round socket

FOOD TRAILER HIRE DETAILS

Pick Up Date:

Time Out:

Return Date:

Time Return Due:

Destination trailer will be used: *(Note: Must be used within the Shire of Katanning boundary)*

BOND REFUND

Bank Name:

Account Name:

BSB:

Account Number:

HIRE CHARGE (INCLUDING GST)

Rate (per day of use)	\$	Number of Days Use:	Trailer Bond (EFT/CASH ONLY)	\$
Additional Items	\$	FBR / TFP-C / TFP-NFP <i>Circle which apply</i>	Total Hire Charge	\$
Cleaning Charge	Charge plus 15%		Balance Payable	\$

RELEVANT FEES & CHARGES

Item	Fee
Rotary Driver Reviver Trailer – Bond	\$500.00 (GL 194240)
Rotary Driver Reviver Trailer - Commercial Business Day Rate	\$220.00 (GL 158780)
Rotary Driver Reviver Trailer - Community Group Day Rate	\$110.00 (GL 158780)
Cleaning Charge – dependant on the level of cleaning required	Charge plus 15%
Food Business Registration – Food Act Registration (FBR)	\$143.50 <i>*If required</i>
Temporary Food Premises – Commercial (TFP-C)	\$22.00 <i>*If required</i>
Temporary Food Premises – Not for profit (TFP-NFP)	\$15.00 <i>*If required</i>

Note 1: "Trailer" means the Food Trailer hired from Shire of Katanning by the Hirer, its components, spare parts, and all associated equipment as listed in booking checklist.

Note 2: "Hirer" means any person who signs this agreement whether personally or by an agent, and where more than one, each of them jointly and severally.

Note 3: "Hire charge" means the dollar amount detailed in this agreement as the "Hire Charge". The amount charged is for the period of actual use along with all additional charges.

Note 4: "Bond" means that portion of the Hire charge which will be refunded to the Hirer if the trailer is returned in a clean condition free from grease / damage as inspected by a Shire of Katanning Staff Member.

On completion of this form, please return to the Shire of Katanning:

Email: admin@katanning.wa.gov.au

Administration Office, 52 Austral Tce Katanning

TERMS & CONDITIONS OF HIRE

This is an agreement between the Hirer (you) and Shire of Katanning to hire the Food Trailer (Trailer) and accessories as described at Schedule A including all accessories, tools, tyres, equipment and two full bottles of gas.

The Hirer agrees that all the details listed in this hire agreement are correct.

Persons who **MUST NOT** tow the trailer:

- *A person who is not identified as a Driver or has not been identified in writing to the Shire of Katanning and approved by the Shire of Katanning in writing.*
- *A person who is not licensed for that class of vehicle.*
- *A person whose blood alcohol and/or illicit drug concentration exceeds the legal limit.*
- *A person who has given or for whom you have been given a false name, age, address, or drivers licence.*
- *A person, whose licence has been cancelled, endorsed, or suspended within the last three years.*
- *A Person who has held a driver's licence for less than 2 years.*

The Hirer is to organise the collection and return of the trailer within the hours of the Shire of Katanning, Monday - Friday 9am - 3.30pm. The Trailer will be collected and returned to the Shire of Katanning depot unless otherwise agreed with an Officer of the Shire of Katanning. The Hirer agrees to pay all charges prior to collection of the trailer and provide proof of identity (licence) noted on the Hire Agreement.

The Hirer agrees to pay any additional charges which may fall due upon the trailers return.

The Hirer will return the trailer on the due date, thoroughly cleaned and free from all grease (fair wear and tear excluded).

A Rotary Driver Reviver Trailer Bond of \$500.00 will be charged. Failure to return the trailer at the end of the event will result in forfeiture of the trailer bond. Any structural damage must be reported immediately. The bond will not be returned where structural damage has occurred.

The Hirer will become liable for all charges for additional days hire, cleaning and repair of the trailer and replacement of any items not returned and not repairable and all costs of retrieving the trailer should the Hirer fail to return it.

If in the opinion of the Shire of Katanning the trailer and equipment are returned dirty or soiled **the hirer will be given the choice to clean the trailer themselves or hire someone to undertake the required cleaning on the day of return.**

Failure to do so may result in a cleaning fee plus 15% being deducted from the bond is dependent on the cleaning hours required and may result in the forfeiture of the entire bond.

The Hirer will undertake an **Inventory Check (Schedule A)** on collection and return of the Trailer together with an Officer of the Shire of Katanning or other duly delegated person. The Hirer will be responsible for the cost of any replacements of missing items or repairs for damage caused through negligence or misuse (fair wear and tear excluded).

All equipment and accessories relating to the Trailer will be inspected prior to hire. Should equipment become damaged and deemed unsafe to use or in need of repair during the period of hire, the equipment should not be used, and the Hirer should inform the Shire of Katanning staff as soon as possible or on return of the trailer to the Shire Depot.

It is the responsibility of the Hirer to ensure the Trailer's lighting is operating properly and that the appropriate 7-pin vehicle plug is fitted prior to pick up. If the trailer is not in correct working order the Shire of Katanning and staff are to be notified and the trailer is not to be taken from the Shire of Katanning.

If for any reason the Hirer is unable to return the Trailer on the due date, the Hirer will notify the Shire of Katanning before that date and will pay all additional hire charges at the applicable daily rate.

The Hirer will always use the Trailer in accordance with any manufacturer's instructions provided by the Shire of Katanning.

The Hirer will not attempt to alter, modify, or interfere with the Trailer or any accessories thereon and will only use the Trailer in a responsible and prudent manner.

The Hirer will not overload the Trailer or exceed its load capacity of 3.5 tonnes.

The Hirer will not permit the Trailer to be taken on any soft grounds (sand) or in direct contact with salt water. The Hirer will not drive or park the Trailer where it is at risk of being flooded or damaged:

- a. The Hirer understands that the Trailer is **NOT INSURED** if it is flooded due to being parked or bogged near water or on sandy grounds, and that I, the Hirer, will be fully liable for all costs associated with this action, including removal of Trailer, and full replacement cost of the Trailer, and hired contents.
- b. The Hirer will reimburse the Shire of Katanning for all damage or injury to the equipment and/or persons caused by water whether due to water crossing or part of total immersion in water or any other fluid for any reason.

All traffic infringements, parking fines, legal costs incurred during the hire period are at the Hirers' expense.

The Hirer will promptly report any loss or damage to the Trailer or loss involving the Trailer while rented under this agreement to the Shire of Katanning and will deliver to the Shire of Katanning immediately, every summons, complaint, or paper in relation to such loss. Compliance with this paragraph does not excuse the Hirer from reporting all incidents to police or other proper authorities.

The Hirer will ensure that the Trailer is adequately secured, locked, and protected from the environment or other adverse conditions.

Bookings may be declined at the discretion of the Shire of Katanning.

The booking form must be completed and submitted before a booking can be secured.

The Hirer acknowledges and agrees:

- a) The booking is not confirmed until the **full bond is paid**.
- b) That they use and operates the Trailer at his own risk and
- c) That the Shire of Katanning will not be liable for any loss or damage caused to the property of the Hirer or any third party resulting from the use of the Trailer.
- d) To the full extent permitted by the law to releases, discharges and indemnifies Shire of Katanning from all claims and demands on the Shire of Katanning arising out of or consequent to the use or misuse of the Trailer during the period of hire.
- e) No cause of action shall arise in favour of the Hirer, nor demand made by the Hirer, for loss of use against the Shire of Katanning should the Trailer by any cause whatsoever become unusable during the period of hire.
- f) No right of the Shire of Katanning under this agreement may be waived except in writing by an officer of the Shire of Katanning.

I hereby acknowledge that I have read and agree to abide by the above conditions of hire.

Applicant:

Full Name:

Signature:

Date:
