

MEG Trailer Terms and Conditions

Terms and Conditions for the use of the Motoring Enthusiasts Group Car Trailer.

The Terms and Conditions of use are set out herein and are the only terms and conditions upon which the User may use the trailer from the MEG

1. The use of the MEG Trailer is at the sole discretion of the MEG Committee.
2. The trailer always remains the property of MEG.
3. The User must have a full drivers licence.
4. The User will at or before the commencement of use, inspect and confirm for itself that the trailer is in good condition.
5. User 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 MEG.
6. The User shall use the trailer in a skilful and proper manner and shall not speed or overload it or use it other than for its normal intended purpose.
7. It is the User's responsibility to comply with all applicable rules and regulations including load capacity and operation of the trailer and of the towing car.
8. The User guarantees that they and any named authorized drivers and any other persons they allow to use the trailer 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 and will follow any other applicable requirements and recommendations for trailer loading and towing issued from time to time by the relevant Australian Transport Authority.
9. The User 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.
10. **Secure your load** - User agrees to secure all property or goods 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. The User is responsible for the correct and safe connection of the trailer to the towing vehicle.
11. The User will secure their load using suitable tie down materials. MEG does not supply tie downs. The user is to provide their own.
12. Upon completion of the hiring, the trailer must be properly cleaned by the User.

13. The User contract may not be transferred or assigned to any other party without the prior consent in writing of the MEG.
14. The User 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 User or is being used by the User. The User 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.

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15. The User must hold a valid Australian Drivers Licence (and allows for towing of the trailer) and confirms that they are the same person as named in the licence provided.
16. On the termination of the period of hiring, the User must return the trailer to the address from which it was collected.
Pickups and returns of the trailer are strictly Mon to Friday.
7am to 3pm from 128 Carrington St Revesby.
Ring 9772 4857 when you get there for staff to open up the premises.
17. During the usage period, the User will not
 - (a) Sell, offer for sale, assign, mortgage, pledge or underlet the trailer or any interest of the User therein;
 - (b) Part with possession of the trailer;
 - (c) Allow any lien to be created in respect of the trailer whether for repairs or otherwise.
18. In the event of a trailer breaking down the User shall arrange at his own expense, to return it to the MEG forthwith.
19. In no event shall the MEG be responsible for any expenditure damage, liability and/or loss (including, without limitation any consequential or economic loss) incurred by the User arising out of any breakdown or failure of the trailer.
20. In the event of the User being delayed in returning the trailer, the User is required to advise MEG on 9772 4857.
21. The User agrees to indemnify the MEG against any costs and losses incurred by the MEG including, without limitation, any consequential or economic loss.
22. In the event of an accident, the User will be liable for any costs incurred and all recovery charges to have the trailer returned to MEG. This includes all towing and storage fees incurred from the date of the accident under these terms for the recovery of and repair of the trailer.
23. **INDEMNITY:** The User shall indemnify and keep indemnified and save harmless the MEG 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 or otherwise.

24. The User agrees that they will not allow repairs to be carried out or costs to be incurred on the MEG's behalf without having first obtained authority from the MEG.

25. The User 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 MEG.