

Child Restraint Hiring Program

An initiative of the Moree Plains & Gwydir Shires Road Safety Program

HIRE CONTRACT

Version Two (May 2009)

HIRE PROGRAM OPERATOR:

Moree Plains Shire Council
21 Auburn Street, MOREE 2400
Phone: (02) 6757 3222

COMPLETED BY HIRER

HIRER'S NAME:

ADDRESS:

PHONE NUMBERS: Business..... Home/Mobile.....

DRIVER'S LICENCE NUMBER EXPIRY DATE:/...../.....

VEHICLE REGISTRATION NO:

VEHICLE MAKE & MODEL:

STARTING DATE OF CONTRACT:/...../..... CONTRACT DURATION:

PREFERRED METHOD OF PAYMENT (Please tick)

Cash

Cheque

If paying by cheque you need a separate cheque for the deposit

Credit Card

CHILD RESTRAINT REQUIRED (Please tick)

Baby Capsule

(Birth to 6 months)

Convertible
Child Restraint

(Birth to 4 years)

Forward Facing
Child Seat

(6 months to 4 years)

Booster Seat

(14kg to 26kg)

Includes harness & buckle

TERMS & CONDITIONS

a) In this Contract the following expressions will have the following meanings:

- 'the owner' means the hirer plan operator and its licensees and agents.
- 'the hirer' includes any person who signs this Contract.
- 'the hirer's child' means any child of the hirer who is described in the Contract
- 'the child restraint' means the child restraint described in the Contract or any other replacement child restraint provided to the hirer by the owner.
- 'the vehicle' means the vehicle described in the Contract or any other replacement vehicle to which the child restraint is fitted from time to time by the hirer.
- 'the manufacturer' means the person described in the Contract who manufactured the child restraint.
- 'manufacturer's instructions' means any instructions for the installation and use of the child restraint published by the manufacturer and supplied to the hirer by the owner.
- 'person' includes corporation.

b) The hirer agrees that the information he/she has supplied is true and correct.

c) Subject to clause (f) the hirer is entitled to use and hold the child restraint for the Contract term or any authorised extension thereof.

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- d) At the end of the period the hirer agrees to return the child restraint to the owner.
- e) The hirer agrees to pay to the owner as stated in the Contract:-
 - a rental charge for the child restraint;
 - a deposit charge for the child restraint; (if the hirer returns the child restraint clean and intact he/she will be refunded the deposit less any outstanding charges).
- f) The hirer agrees:-
 - To report immediately to the owner any damage to the child restraint or any accident involving the vehicle. The child restraint needs to be returned to enable the owner to examine the child restraint and to complete the owner's accident information report.
 - To install, maintain and use the child restraint strictly in accordance with the manufacturer's instructions.
 - To return the child restraint in a clean and proper condition, fair wear and tear accepted.
 - That by taking the child restraint the hirer acknowledges that it is in good order and condition and is suitable for the purpose, use or operation required by the hirer.
 - That the installation of the child restraint in the vehicle has been fully explained to the hirer who then installed the child restraint in accordance with the manufacturer's instructions.
 - To always fit the child restraint to the vehicle or any substituted vehicle strictly in accordance with the manufacturer's instructions.
- g) The owner may at any time recall and retake possession of the child restraint. If a hirer has not breached this Contract the owner shall at the time of repossession provide the hirer with a replacement child restraint similar to the child restraint repossessed.
- h) The hirer acknowledges his interest in the child restraint
- i) Where the hirer is more than one person, liability shall be joint and several.
- j) Waiver by the owner of any breach of this Contract shall not constitute a waiver of any subsequent or continuing breach.
- k) The owner shall not be liable for any loss, damage or injury suffered by the hirer or the hirer's child or any person arising out of use or operation of the child restraint.
- l) Nothing in this Contract shall be taken to mean that the owner endorses or guarantees the quality of the child restraint rented by the owner. The owner shall not be liable for any damage, accident or injury of any nature sustained to property or person/s arising from the quality or hiring of the child restraint.
- m) The hirer hereby indemnifies the owner against all claims, demands, costs, damages, suits or actions arising in any way from the hirer's use of the child restraint supplied by the owner.

Subject to the terms, conditions and warranties contained in the Conditions of Contract, the Owner hereby hires a Child Restraint to the Hirer and the Hirer agrees to perform all the provisions of the Contract and to return the Child Restraint at the time and in the manner stipulated by the Owner.

Dated this **day of** **20**.....

HIRER SIGNATURE:

WITNESS NAME: **WITNESS SIGNATURE:**

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COMPLETED BY OWNER (Moree Plains Shire Council) AT TIME OF HIRING

CHILD RESTRAINT IDENTIFICATION NUMBER:

ACCESSORIES SUPPLIED:

DUE DATE OF RETURN:/...../.....

RECEIPT NUMBER: HIRE CHARGE \$.....
(B.L.N. 51.0301.0170)

RECEIPT NUMBER: DEPOSIT CHARGE \$ 50.00
(Trust Account)

TOTAL AMOUNT PAID \$.....

METHOD OF PAYMENT *(Please tick)*

Cash Cheque Credit Card

If paying by cheque you need a separate cheque for the deposit

COUNCIL OFFICER'S NAME: SIGNATURE:

DATE:/...../..... FOLDER NUMBER: 08-0423 REFERENCE NUMBER:

PLEASE NOTE: REFUND OF DEPOSIT WILL BE BY CHEQUE **ONLY**. PLEASE ALLOW APPROXIMATELY 10 WORKING DAYS.

COMPLETE WHEN CHILD RESTRAINT IS RETURNED

DATE CHILD RESTRAINT RETURNED:/...../.....

RETURNED ON TIME: YES (Refund Deposit) NO (Refund Deposit – Late Fee)

RETURNED UNDAMAGED & IN GOOD CONDITION: YES (Refund Deposit)

NO (Retain Deposit)

NUMBER OF WEEKS LATE: x \$5 PER WEEK = LATE FEE \$.....

DEPOSIT REFUND \$.....

OUTSTANDING CHARGES \$.....

DATE REFUND CHEQUE SENT:/...../..... REFUND AMOUNT \$.....

COUNCIL OFFICER'S NAME: SIGNATURE:

DATE:/...../..... FOLDER NUMBER: 08-0423 REFERENCE NUMBER:

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MOREE PLAINS SHIRE COUNCIL CHECKLIST

AT TIME OF HIRING (Please check that you have done the following);

- Checked booking and availability of the required restraint in Resource Database
- Reviewed the '**Inspection Report**' with the Hirer
- Have the Hirer sign and date the '**Inspection Report**'
- Collected completed '**Pre Hire Survey**' from Hirer (forward to R.S.O.)
- Completed all parts of the '**Hire Contract**'
- Signed, dated & witnessed the '**Hire Contract**'
- Issued receipts for both Hire Charge & Deposit
- Recorded receipt numbers on '**Contract**'
- Made THREE (3) copies of the entire signed '**Contract**' and '**Inspection Report**'
- Provided;
 1. Original retained and filed in folder at front desk
 2. Copy to the Hirer
 3. Copy to Finance Officer
 4. Copy to RSO for putting onto Bluepoint
- Made arrangements for trained Restraint fitter to install and instruct Hirer

AT TIME OF RETURN (Please check that you have done the following);

- Collected completed '**Post Hire Survey**' (forward to R.S.O.)
- Completed '**Inspection Sheet**' in the company of the Hirer and signed
- Hirer checks and signs the '**Inspection Sheet**'
- Completed page 3 of '**Contract**'
- Give copy of completed page 3 to Hirer
- Forward deposit refund details to Finance Officer
- Compiled all '**Contract**' details and forwarded to R.S.O.
- Ensure that the Restraint is now available for hire on Resource Database

COUNCIL OFFICER'S NAME: SIGNATURE: