

## TERMS & CONDITIONS OF HIRE

Version 1.0 | September 2026

These Terms & Conditions apply to all trailers hired from Butternut Pty Ltd t/a Mudgeeraba Trailers.

### 1. Tow Vehicle and Driver

The hirer is responsible for ensuring the tow vehicle is legally suitable to tow the trailer and intended load, including sufficient towing capacity, a suitable towbar and towball, working trailer electrical connection and, where required, an operational electric brake controller. The driver must hold a current driver's licence and comply with applicable road laws. Mudgeeraba Trailers may refuse to release a trailer if the tow vehicle or proposed use appears unsuitable or unsafe.

### 2. Coupling and Towing

The hirer is responsible for ensuring the trailer is correctly coupled before towing, including the coupling, safety chains, electrical plug, jockey wheel, lights and any breakaway cable where fitted. The hirer must not overload the trailer or use it in a manner that is unsafe or unsuitable for its design.

### 3. Loading and Load Restraint

The hirer is responsible for the load carried on the trailer and for ensuring it is correctly positioned and securely restrained. The trailer must not be loaded beyond its legal carrying capacity. For motorcycle and car trailers, the hirer is responsible for correctly securing the motorcycle or vehicle using suitable restraints. Wheel straps are not supplied unless specifically agreed.

### 4. Condition and Damage

The trailer will be supplied in serviceable condition and may be photographed before hire. The hirer must return it in substantially the same condition as at pickup, allowing for normal fair wear and tear. The hirer is responsible for damage caused by misuse, overloading, collision, improper towing, inadequate load restraint, negligence or failure to take reasonable care. Any damage, accident, theft or significant fault must be reported to Mudgeeraba Trailers as soon as reasonably possible.

### 5. Tyres and Breakdowns

A spare wheel is supplied with each trailer for emergency use. The hirer is responsible for tyre damage or punctures caused by road hazards, impact, overloading or misuse during the hire. Roadside assistance and breakdown recovery are not included. If a fault develops that could make the trailer unsafe, the hirer must stop using it and contact Mudgeeraba Trailers.

### 6. Security and GPS Tracking

The hirer must take reasonable care to protect the trailer from theft, loss or damage while it is in their possession. The trailer must not be lent, sub-hired or transferred to another person without approval from Mudgeeraba Trailers. Interstate travel must be disclosed and agreed to before hire. Trailers may be fitted with GPS tracking devices. Tracking information may be used where reasonably necessary to locate or recover a trailer in the event of theft, loss, an overdue return, or another safety or security concern.

### 7. Return of Trailer

The trailer must be returned to the agreed location by the agreed return time, reasonably clean and with all supplied equipment. If the trailer is going to be returned late, the hirer must contact Mudgeeraba Trailers before the agreed return time. Additional hire charges may apply for an unauthorised late return. Early return does not automatically entitle the hirer to a refund of unused hire time.

### 8. Bond

Where a bond is charged, it will be refunded after the trailer has been returned and inspected, provided there is no new damage beyond fair wear and tear and no outstanding amounts are payable. If loss or damage for which the hirer is responsible exceeds the bond, the hirer remains responsible for the balance.

### 9. Australian Consumer Law

Nothing in these Terms & Conditions excludes or limits any right or consumer guarantee that cannot legally be excluded under Australian law.

The hirer accepts these Terms & Conditions by signing the Mudgeeraba Trailers Hire Form that references this version.