

The following terms and conditions shall be considered an essential part of a hire agreement between TowBin (the owner) and the hirer (the hirer) whose particulars are entered in the online hire form (hereinafter “the hire form”) hosted at <https://www.towbin.co.nz>.

Details of hire

1. The owner agrees to let to the hirer named in the hire form:
 - a. the hired equipment (the Towbin) described in the hire form, for;
 - b. the waste disposal purpose selected in the hire form, and;
 - c. for the period selected in the hire form.

Vehicle and driver requirements

2. The hirer agrees that the Towbin will only be towed:
 - a. by a suitable vehicle, and;
 - b. by a vehicle issued with a current Warrant of Fitness (WOF) or Certificate of Fitness (COF).
3. The hirer agrees that the driver of said tow vehicle:
 - a. will hold a full or restricted driving licence appropriate to the tow vehicle, and;
 - b. will be sufficiently confident and capable of towing a light trailer.

Payments by hirer

4. The hirer shall pay to the owner the amount specified in the hire form.
5. The hirer shall pay those additional costs and charges arising from a hirer breach of the waste exclusions listed in clause 13 of these terms.

Hirer's obligations

6. The hirer agrees that the Towbin will not be removed more than 50km (by road) from the location of hire commencement without prior consent of the owner.
7. The hirer shall ensure that all reasonable care is taken in handling the Towbin.
8. The hirer shall ensure that all reasonable care is taken in parking the Towbin and that it is left securely locked when not use.
9. Should the hirer wish to use the Towbin in multiple locations, it is incumbent on the hirer to ascertain their tow vehicle's suitability for towing the Towbin between such locations in a loaded state.

Hirer's liability

10. Subject to the exclusions set out below, the hirer (and any driver authorized by the hirer and this agreement to tow the Towbin) are fully indemnified in respect of any liability he/she might have to the owner in respect of the loss or damage to the Towbin and any consequential loss of revenue to the owner.

Exclusions –

- a. the driver of the tow vehicle is under the influence of alcohol or any drug that affects his/her ability to tow or safely operate the Towbin;
- b. the Towbin is in an unsafe or unroadworthy condition that arose during the course of the hire and that the hirer or driver was aware or ought to have been aware of, and that caused or contributed to loss or damage;
- c. the Towbin is towed by any person who at the time is disqualified from holding or has never held a full or restricted driving license appropriate for the tow vehicle used;
- d. the Towbin is wilfully or recklessly damaged by the hirer or any other person associated with the hirer;
- e. the Towbin is lost as a result of the wilful or reckless behaviour of the hirer or any other person associated with the hirer;
- f. the Towbin is towed off-road (except on the hirer's property);
- g. the Towbin is towed across any body of water whatsoever (except fords on a maintained roadway).

Owner's obligations

11. The owner shall provide the Towbin in a safe and roadworthy condition.
12. At the end of the hire period, the owner or their agent will collect the Towbin from the "Service Address" provided by the hirer on the hire form.
13. Subject to the exclusions set out below, the owner shall be responsible for the disposal of waste loaded into the Towbin by the hirer;

Exclusions –

- a. the waste exceeds 600kg net;
- b. the waste contains concrete, soil, rock, brick, or other hardfill materials;
- c. the waste contains asbestos;
- d. the waste contains hazardous materials including but not limited to plant and pest sprays, waste oil, LPG bottles, chemicals, wet paints and wood stains or vehicle batteries;
- e. the waste contains vehicle tyres (excluding bicycle and wheelbarrow tyres etc);
- f. the Towbin was hired to dispose of green waste and the waste contains any general waste;
- g. the Towbin is overfilled with waste or the lids are restricted from closing normally.

Repairs and accidents

14. If the Towbin is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise the owner of the full circumstances by telephone as soon as practicable.
15. The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the Towbin or to other property.

Use of the Towbin

16. The hirer shall not:
 - a. change or alter the codes on any locking device the TowBin is fitted or supplied with;
 - b. use or permit the TowBin to be used for commercial road-based waste collection activities for hire or reward, except with the consent of the owner (eg: using the TowBin to operate a commercial mobile waste collection service);
 - c. sublet or hire the TowBin to any other person or entity;
 - d. operate or permit the Towbin to be operated in circumstances that constitute an offence to any New Zealand statutes;
 - e. operate or permit the Towbin to be operated in breach of the Land Transport Act 1998;

Availability for collection at end of hire

17. At conclusion of the hire period the hirer will:
 - a. ensure the Towbin is parked either at the Service Address specified on the hire form, or on the street adjacent to the Service Address;
 - b. ensure the Towbin is parked in an easily found and accessible location for the owner to locate and re-take possession;
 - c. if parked on the street, the Towbin is in a well-lit area.

Immediate return of hired equipment where default or damage

18. The owner shall have the right to terminate the hiring and take immediate possession of the Towbin if the hirer fails to comply with any of the terms of this agreement, or if the Towbin is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under this agreement or otherwise.