



## BBQ TRAILER POLICY

### Introduction

The BBQ Trailer Policy establishes guidelines around the use of the True Blue Community BBQ Trailer by Community Groups with respect to responsibilities of borrowers. The agreement is made up of both the BBQ Trailer Policy and the Equipment Loan Agreement on the following pages.

The True Blue Community BBQ is intended for use by local community groups, schools, sporting teams and not for profit organisations in and around the Lockyer Valley (Queensland). Gatton Auto Pty Ltd reserves the right to refuse use of the BBQ Trailer or any person or group.

### Conditions of Use

All equipment will be loaned by Gatton Auto for use by Community Groups, Sporting Organisations, Schools and not-for-profit groups on a free of charge basis.

All instructions from Gatton Auto staff relating to use of the BBQ are to be followed. All warnings associated with the use of equipment by its manufacturer are to be followed.

It is the sole responsibility of the Borrower to ensure that the vehicle which is towing the trailer is registered and roadworthy and that the driver of this vehicle is appropriately licenced in accordance with all Queensland laws.

Where any road accident or crash occurs the Borrower agrees to inform us as soon as is practical and understands that they must pass on the information of any third parties involved in the crash or accident to us.

Group / Organisation: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone: (BH) \_\_\_\_\_ (AH) \_\_\_\_\_

Mobile \_\_\_\_\_

Email: \_\_\_\_\_

Nature of Use: \_\_\_\_\_

Location of Use: \_\_\_\_\_

Make & model of tow vehicle: \_\_\_\_\_

Registration number of tow vehicle: \_\_\_\_\_

OFFICE USE ONLY: Proof of public liability attached? Y / N      Initials: \_\_\_\_\_



## EQUIPMENT LOAN AGREEMENT

**I. Lender Information, referred to as the “Lender”, “us”, “Gatton Auto” or “Gatton Auto Pty Ltd”**

		Lender	
Company:	<u>Gatton Auto Pty Ltd</u>	Representative:	<u>Ashley Lyons</u>
Representative		Telephone #:	<u>07 5462 1633</u>
Title:	<u>Service Manager</u>		

**II. Borrower Information, referred to as the “Borrower”, “you” or “the community group”**

Contact Name:	_____	Telephone #:	_____
Club/Organisation:	_____	Email:	_____
Street Address:	_____		
City:	_____	State:	_____
		Post Code:	_____

**III. Equipment Information**

1 Barbeque Trailer and all items and accessories as listed in the BBQ Checklist. Also referred to as “the BBQ”, “BBQ Trailer”, “True Blue Community BBQ”.

**IV. Borrower Responsibilities**

This Agreement and the responsibilities as outlined hereunder are not transferable without the written approval of Gatton Auto Pty Ltd. By executing this Agreement, the Borrower agrees to comply with the terms set forth below:

**A. Insurance**

The Borrower is responsible for the full cost of repair or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time Borrower assumes custody until it is returned to Lender. If the Equipment is lost, stolen or damaged, Borrower agrees to promptly notify the Lender Representative designated above.

The Borrower acknowledges that it is their responsibility to ensure that an appropriate level of Public Liability insurance is taken out for personal injury or property damage claims from a third party.

The BBQ trailer is registered to Gatton Auto Pty Ltd and is covered within the terms of our Motor Vehicle insurance for loss or damage resulting from an insured event. This policy does not cover Community Groups whist driving their own motor vehicles, even when towing the BBQ Trailer. It is suggested that you ensure that the vehicle towing the BBQ trailer is also covered by an appropriate level of insurance.

**B. Use/Disclaimer**

The Borrower shall be responsible for the proper use and deployment of the Equipment. The Borrower shall be responsible for training anyone using the Equipment on the proper use of the Equipment in accordance with any Equipment use procedures.



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Lender disclaims all representations and warranties associated with the Equipment and any use thereof, including any warranty of fitness for a particular purpose.

Borrower agrees to use the Equipment not for any commercial use or application.

Any penalties or infringements occurred whilst towing or using the BBQ trailer are the responsibility of the individual operating the equipment or the Community Group.

C. Collection, Return and Safe Storage of Equipment

Title to the Equipment the subject of this Agreement shall remain with Lender.

The Equipment shall be collected from and returned to:

**Gatton Auto, 67 Railway Street, Gatton Queensland 4343**

Between the hours of:

**8am and 4pm Monday to Friday, excluding public holidays.**

**Weekend or public holiday users must return equipment before 12pm on the first business day after use.**

Under no circumstances should the True Blue Community BBQ be left parked in the street outside Gatton Auto's premises or a residential address. When the BBQ trailer is to be housed overnight on private property it must be parked off the street and in a secure (locked) environment.

D. Maintenance, Cleaning and Repair

Equipment shall be returned to Gatton Auto in as good a condition as when received by the Borrower, except for reasonable wear and tear. Where a defect or damage is identified the Borrower agrees to notify Gatton Auto as soon as practical.

Gatton Auto staff inspect our equipment on a regular basis. If the equipment is returned in an unsatisfactory condition, or if any of our equipment is missing or damaged in any way, Gatton Auto may, at its discretion, charge a reasonable fee for cleaning, replacement or repair of the each applicable item. If damage to the trailer is deemed to be irreparable or not economical to repair then the Borrower will be liable for the full replacement value as deemed by Gatton Auto Pty Ltd.

Gatton Auto Pty Ltd reserves the right to charge a **cleaning fee of up to \$150** where the trailer or associated equipment is not returned in a satisfactory condition as deemed acceptable by a representative of Gatton Auto Pty Ltd.

E. Compliance with Laws

Borrower shall comply with all country, federal, state, county, and local laws, ordinances, and regulations, if any, applicable to the transportation and use of the Equipment.

Borrower shall secure all local, state and country licenses or permits required to use the Equipment, pay all taxes and fees and comply with all laws. This includes but is not limited to all permits and licenses required pertaining to food safety and food handling.

F. Indemnification

In consideration for the Equipment loan, the Borrower agrees to indemnify, defend and hold Lender harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with its use of the Equipment while under the care, custody and control of Borrower unless due to the negligence of Lender. The indemnification and hold harmless obligations of Borrower are enforceable only to the extent permitted by law.



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G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland

H. Amendment/Modification

This Agreement cannot be amended or modified except by in an instrument in writing signed by both parties. Any attempt to do so except in accordance with this paragraph shall be void.

I. Force Majeure

Borrower is not responsible to Lender for any loss, damage or failure to perform if occasioned by fire, flood, explosion, windstorm, riot, war, transportation difficulty or any other cause beyond the reasonable control of Borrower.

**In witness whereof**, the parties have executed this Agreement effective as of the date of the last party to sign this Agreement below.

Authorised Representative for Borrower

Authorised Lender Representative

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

for and on behalf of: \_\_\_\_\_  
\_\_\_\_\_

for and on behalf of Gatton Auto Pty Ltd