

	Return charges, including but not limited to, fuel, extra days, damage charges and cleaning, will be charged upon return of the vehicle.
(c) BOND	\$

6. PERMITTED AREA OF USE OF VEHICLE

Within the State of Queensland

7. PAYMENT OPTIONS

(a) CREDIT CARD DETAILS

I, the above card holder, authorise Commercial Fleet Rental Investments Pty Ltd t/a Fleet Crew to debit my card for all expenses payable by the Hirer pursuant to this Rental Vehicle Agreement. I authorise all charges to be processed through the merchant facility of Commercial Fleet Rental Investments Pty Ltd.

Card Holders Authorisation:

(b) ACCOUNT CUSTOMERS

Purchase Order Number:

8. VERIFICATIONS AND DECLARATIONS

By signing this Agreement, the person signing it states and represents to the Company that:

- They have the authority to do so on behalf of the Hirer (or that they are the Hirer) and that every statement, representation and authorisation in this Agreement is made on behalf of the Hirer;
- Even if the signatory does not have that authority, they will be personally responsible for any liability that would have attached to the Hirer if they did have that authority;
- The information and details in this Agreement and in any accompanying or supporting material are true, complete and not misleading;
- The Hirer agrees to be bound by the Terms and Conditions set out in Part B and that those Terms and Conditions are part of this Agreement.

9. SPECIAL CONDITIONS

Signed by the Company Officer

HIRER - SIGNATURE

NAME OF SIGNATORY

CAPACITY UNDER WHICH
SIGNATORY HAS SIGNED THIS AGREEMENT

PART B

TERMS AND CONDITIONS

This Agreement is made between the Company and the Hirer and each party respectively agrees to, and acknowledges, all of the terms and conditions herein contained.

1 Definitions

- (a) In these Terms and Conditions, unless the context requires otherwise:
- (i) **Account Customer** means a Hirer who has completed, or it is contemplated will complete, the Company's credit application requirements and it is, or is intended to be, accepted by the Company as an 'Account Customer';
 - (ii) **Agreement** means this Agreement which is made up of Parts A, B and C (as amended from time to time);
 - (iii) **Bond** means the amount specified in Item 5(c) of Part A;
 - (iv) **Company** means Commercial Fleet Investments Pty Ltd ACN 151 696 445, trading as Fleet Crew ABN 55 151 696 445, of 75 Pickering Street, Enoggera in the State of Queensland;
 - (v) **Condition Report** means the document headed "Vehicle Condition Report" in Part C of this Agreement;
 - (vi) **Equipment** means the goods described in Item 1 of Part C, and any other accessories which from time to time are hired or bailed to the Hirer, including accessories to the Vehicle;
 - (vii) **Financing Change Statement** has the same meaning as ascribed to it in the PPSA;
 - (viii) **Financing Statement** has the same meaning as ascribed to it in the PPSA;
 - (ix) **GST** means Goods and Services Tax as defined in the GST Act;
 - (x) **GST ACT** means a *New Tax System (Goods and Services Tax) Act 1999* (Cth) and any amendment to or replacement of it;
 - (xi) **Hire Charges** means the charges identified and calculated in accordance with Item 5(a) of Part A;
 - (xii) **Hire Commencement Date** means the date identified in Item 2(a) of Part A;
 - (xiii) **Hire Period** means the period specified in Item 2(c) of Part A;
 - (xiv) **Hirer** means the party identified in Item 1(a) of Part A;
 - (xv) **Interested Person** means a person referred to under Section 275(9) of the PPSA;
 - (xvi) **Non-Account Customer** means any Hirer that is not an Account Customer;
 - (xvii) **Permitted Area** means the area identified in Item 6 of Part A;
 - (xviii) **Permitted Drivers** means, for Non-Account Customers, the persons identified in Item 1(b) of Part A and for Account Customers, such persons who have been authorised by the Hirer to drive the Vehicle provided that such drivers comply with those obligations outlined in Clause 6(b) hereof;
 - (xix) **PPSA** means *Personal Property Securities Act 2009* (Cth) and any amendments to it or any replacement or successor provisions, laws or legislation of any kind;
 - (xx) **PPSR** means the Personal Property Securities Register created pursuant to the PPSA;
 - (xxi) **PPS Lease** has the same meaning as ascribed to it in the PPSA;
 - (xxii) **Purchase Money Security Interest** has the same meaning as ascribed to it in the PPSA;
 - (xxiii) **Return Charges** means:
 - (A) those charges identified in Item 5(b) of Part A; and
 - (B) any parking fees, tolls or any fines associated with traffic or parking violations of any kind incurred in relation to the Vehicle from the Hire Commencement Date until the Vehicle is returned to the Company; and

- (C) the cost of any tyres, tools, accessories or other Equipment associated with the Vehicle which may be lost, damaged or stolen during the period from the Hire Commencement Date until the Vehicle is returned to the Company.
 - (xxiv) **Return Location** means the return location described in Item 3(b) of Part A;
 - (xxv) **Security Interest** has the same meaning as ascribed to it in the PPSA;
 - (xxvi) **Supply** has the same meaning as ascribed to it in the GST Act;
 - (xxvii) **Vehicle** means the motor vehicle described in Item 3 of Part A and any other motor vehicle hired or bailed from time to time to the Hirer; and
 - (xxviii) **Vehicle Return Date** means the date identified in Item 2(b) of Part A.
- (b) The parties agree and acknowledge that:
- (i) words suggesting the singular include the plural and vice versa;
 - (ii) references to any document (including this Agreement) include references to that document as amended, consolidated, supplemented, novated or replaced;
 - (iii) references to this Agreement include references to this Agreement and its schedules (if any);
 - (iv) references to paragraphs, clauses, recitals and schedules are references to those parts of this Agreement;
 - (v) headings are for convenience only and must be ignored in interpreting this Agreement;
 - (vi) references to any person or any party include references to its respective successors, permitted assigns and substitutes, executors and administrators; and
 - (vii) references to any person include references to any individual, company, body corporate, association, partnership, joint venture, trust and governmental agency.

2 Vehicle Condition and Return

- (a) The Vehicle and the Equipment will be provided to the Hirer by the Company on the Hire Commencement Date in good working order subject to any items noted in the Condition Report.
- (b) The Hirer must return the Vehicle, with a full tank of fuel, and the Equipment to the Company at the Return Location on the Vehicle Return Date in the same condition except for any fair wear and tear.
- (c) The Company shall at their sole discretion determine what constitutes fair wear and tear.
- (d) The Hirer must immediately return the Vehicle to the Company if the Company notifies the Hirer that a breach of the Agreement has occurred or that the Hirer has made any misrepresentation to the Company whatsoever concerning the hire arrangement between the Company and the Hirer.
- (e) The Hirer acknowledges that there may be a delay of up to 48 hours after the Vehicle has been returned for the Company to clean and check the Vehicle for any damage. The Bond will not be refunded until the inspection and assessment has first taken place.
- (f) In the event that the Company consents to the return of the Vehicle by the Hirer prior to the Vehicle Return Date, then the Hirer agrees and acknowledges that the daily hire rate as set out in Item 5(a) of Part A shall be amended to the daily rate that is applicable to the length of time from the Hire Commencement Date until the date the Vehicle is actually returned to the Company.
- (g) The Hirer acknowledges that the Vehicle may not be returned outside of the Company's usual business hours without receiving prior written consent from the Company.
- (h) To remove any doubt:
 - (i) the Vehicle shall not be deemed returned to the Company under this Agreement until an employee of the Company takes possession of the Vehicle; and
 - (ii) subject to Clause 2(g) hereof, the return of the Vehicle to the Company's location outside of the Company's usual business hours shall not be deemed a return of the Vehicle until possession is taken by an employee of the Company during usual business hours.

3 Early Repossession

- (a) The Company may at its option repossess the Vehicle from the Hirer without the need for making prior demand if the Company believes that the Vehicle has been abandoned, is illegally parked or used in violation of this Agreement or any law, rule or regulation.
- (b) The cost of any such repossession shall be recoverable by the Company from the Hirer in addition to any other payments that may be payable by the Hirer to the Company under this Agreement.
- (c) The Hirer hereby specifically authorises the Company to enter onto any land or into any building where the Vehicle may be located for the purposes of repossession of the Vehicle and the Hirer authorises such repossession of the Vehicle as outlined in this Agreement.

4 Extension of Hire Period

- (a) The Company may at its option agree to an extension of the Hire Period.
- (b) If the extension is agreed to by the Company, the terms of this Agreement shall be interpreted as if amended as far as may be necessary to logically reflect that change to the Hire Period.

5 Failure to return Vehicle by the Return Due Date

In the event that the Vehicle is not returned to the Return Location by the Vehicle Return Date, the Company shall be entitled to notify the Police that the Vehicle has been stolen and provide full details of the Vehicle and the Hirer to the Police without any further notice to the Hirer.

6 Unauthorised and Prohibited Use

- (a) Only Permitted Drivers may drive the Vehicle.
- (b) Permitted Drivers are not entitled to drive the Vehicle if:
 - (i) they do not hold a licence to drive vehicles of the same class as the Vehicle;
 - (ii) their blood alcohol concentration exceeds the legal limit;
 - (iii) any of the information provided by the Permitted Driver is false; or
 - (iv) the driver is under 21 years of age, unless the Hirer provides to the Company a certificate of currency showing that relevant insurance has been taken out by the Hirer to cover that person and the Vehicle whilst that person is driving the Vehicle.

7 Circumstances in which the Vehicle must not be used

- (a) The Vehicle must not be used:
 - (i) to carry more persons than the number of seat belts within the Vehicle can accommodate;
 - (ii) to carry any inflammable, explosive or corrosive materials unless specific authority to do so has been provided by the Company;
 - (iii) to carry a greater load than the Vehicle manufacturer's specifications stipulate can be carried;
 - (iv) to tow a load greater than Vehicle manufacturer's advised towing capacity;
 - (v) for any purpose other than that for which the Vehicle was designed;
 - (vi) in any motor sport event including time trials, hill climbs, reliability trials, speed trials, racing or in preparation for any such purpose;
 - (vii) in a dangerous manner of any kind;
 - (viii) in contravention of any legislation or regulation controlling vehicular traffic or parking;
 - (ix) for any illegal purpose;
 - (x) outside the Permitted Area unless authorised in writing by the Company; or
 - (xi) in opencut or underground mining activities unless such approval is noted as a Special Condition to this Agreement in Item 9 of Part A.

8 Return Charges

- (a) If the Vehicle is:
 - (i) returned with less than a full tank of fuel, the Company reserves the right to charge the Hirer the cost of filling the tank at a rate which may include a service component, unless prior arrangements have been made with the Company, and such further charges shall be included in the Return Charges;
 - (ii) returned later than the Vehicle Return Date, then the Company reserves the right to charge the Hirer additional charges for each day or part of a day until the Vehicle is returned and such further charges shall be included in the Return Charges. If an Extra Day Charge rate is not identified in Item 5(b) of Part A, such charges shall be calculated at the daily hire rate that the Company would usually charge for the Vehicle on a new hire Agreement at such time;
 - (iii) damaged in any way during the period of hire, then the Company reserves the right to charge the Hirer the cost of towing, recovery, storage and damages payable to any third party and the cost to the Company resulting from the Vehicle not being able to be re-hired and any additional costs outlined in Clause 11 hereof and such further charges shall be included in the Return Charges;
 - (iv) returned in an unclean condition, the Company reserves the right to charge the Hirer further cleaning fees incurred by the Company which shall be included in the Return Charges; or
 - (v) returned with outstanding maintenance items, or overdue/missed services, as per the Company or Vehicle manufacture's maintenance schedule, then the Company reserves the right to carry out such maintenance or service due at its cost and such additional costs shall be included in the Return Charges.

9 Financial Obligations

- (a) The Hirer acknowledges that the Hire Charges will be inserted into Item 5(a) in Part A prior to this Agreement being executed by the Parties.
- (b) The Hirer acknowledges that the Return Charges cannot be reasonably identified or calculated until the Vehicle has been returned to the Company. As such, the Hirer agrees to, and acknowledges, their liability for the Return Charges, if applicable and despite same not being currently identifiable, in accordance with the terms of this Agreement.
- (c) The Hirer shall be responsible for and will pay to the Company:
 - (i) the Bond, upon the signing of this Agreement;
 - (ii) all Hire Charges, in accordance with this Agreement; and
 - (iii) all Return Charges, in accordance with this Agreement.
- (d) The Company agrees to hold the Bond payable by the Hirer hereunder as security pending the return and inspection of the Vehicle and the payment of all outstanding charges under this Agreement.
- (e) If any moneys are calculated by the Company as being payable to the Company by the Hirer under this Agreement and payment is not made in accordance with these terms and conditions or by way of the successful debiting of the Credit Card nominated in Item 7(a) of Part A, then the Company is hereby authorised by the Hirer to deduct such outstanding amounts from the Bond.
- (f) The Company agrees to refund the Bond (less any deductions made in accordance with this Agreement) to the Hirer within a reasonable time after the Vehicles has been returned and all outstanding charges payable to the Company under this Agreement have been made in full.
- (g) All payments must be made by Account Customers within 30 days of the date of the tax invoice issued by the Company in relation to the particular charge (unless subject to another arrangement as per the Company's credit application).
- (h) Non-Account Customers must pay all Hire Charges upon signing this Agreement.
- (i) The Company will debit all Return Charges payable by Non-Account Customers against the Credit Card nominated in Item 7(a) of Part A as soon as practicable after they have been calculated.
- (j) In the event that the Return Charges are not able to be successfully debited against the Credit Card nominated in Item 7(a) of Part A, then the Return Charges will be deducted from the Bond.
- (k) If no Bond has been paid or the Return Charges cannot otherwise be deducted from the Bond, the Hirer must pay the outstanding Return Charges (or part thereof) to the Company within 7 days of the date of any tax invoice issued by the Company to the Hirer in respect of such charges.

10 Hirer's Obligations

- (a) The Hirer must:
- (i) observe and fulfil all obligations of the Hirer under this Agreement;
 - (ii) ensure that the Vehicle is not involved in any accident, collision or other incident that causes damage, injury or loss to the Hirer, the Company or any third party;
 - (iii) advise the Company immediately upon the Vehicle being involved in any accident, collision or other incident that causes damage, injury or loss to the Hirer, the Company or any third party;
 - (iv) never leave the Vehicle unlocked or with the keys left in the Vehicle;
 - (v) keep the keys to the Vehicle secure and under the Hirer's personal control;
 - (vi) not take the Vehicle outside the Permitted Area without the Company's prior written authorisation;
 - (vii) ensure that no part of the Vehicle, including the interior, is damaged in any way;
 - (viii) ensure that the tyres of the Vehicle are properly inflated and not damaged and only subjected to ordinary fair wear and tear;
 - (ix) ensure that the Vehicle is maintained in good working order and condition and that all recommended oils and fluids are kept to their proper levels in the engine, gearbox, transfer case, front axle, rear axle, power steering, clutch and brake system;
 - (x) ensure that the radiator is kept clean, free of grass seed, mud and full of water and coolant;
 - (xi) immediately notify the Company of any defect within the Vehicle of which the Hirer becomes aware;
 - (xii) secure properly any load or equipment that is being carried in the Vehicle;
 - (xiii) provide to the Company a certificate of currency for insurance acceptable to the Company if the Hirer selects "Yes" in Item 4(b) of Part A;
 - (xiv) ensure that no person smokes inside the Vehicle;
 - (xv) ensure that no work of any kind is conducted on or in relation to the Vehicle that may void the manufacturer's warranty;
 - (xvi) ensure the odometer is not interfered with;
 - (xvii) immediately notify the Company of any fault developing in the Vehicle and not drive the Vehicle if it becomes unsafe or further damage is likely to occur to the Vehicle;
 - (xviii) ensure that the Vehicle does not travel over the service due kilometres and ensure that the Company is notified when the Vehicle is approaching its next due service;
 - (xix) ensure that written approval from the Company is obtained prior to any repairs or maintenance being carried out to the Vehicle and that maintenance is carried out as per the Company's or Vehicle manufacture's maintenance schedule; and
 - (xx) supply monthly kilometres to the Company in conjunction with detailed maintenance history for any maintenance or repairs carried out on the Vehicle.

11 Damage Liability

- (a) If, after the Hire Commencement Date and prior to the Vehicle being returned, the Vehicle is damaged, the Hirer will be responsible for the following costs:
- (i) the total cost of all repairs or the replacement cost of the Vehicle if the damage or destruction occurred in any of the following circumstances:
 - (A) Clauses 6 or 7 hereof are breached;
 - (B) any of the subclauses, where applicable, of Clause 10 hereof are breached;
 - (C) the under body of the Vehicle is damaged in any way regardless of the cause when no other Vehicle is involved in the accident;
 - (D) the Vehicle is totally or partially immersed in water regardless of the cause;

- (E) the interior of the Vehicle is damaged in any way regardless of the cause;
 - (F) the Vehicle is damaged by driving it under an object lower than the height of the Vehicle;
 - (G) the Vehicle is damaged by either loading or unloading anything from or to the Vehicle; or
 - (H) the Vehicle is intentionally damaged by the Hirer or by anyone with the Hirer's consent;
- (ii) the amount nominated in Item 4(a) of Part A, if the Hirer accepts the Damage Waiver Reduction option in Item 4(a) of Part A and the damage did not occur in any of the circumstances referred to in Clause 11(a)(i); and
 - (iii) if the Hirer has declined the Damage Waiver Reduction option in Item 4(a) of Part A and the damage did not occur in any of the circumstances referred to in Clause 11(a)(i), the total cost of all repairs or the replacement cost of the Vehicle, but capped at \$5,500.00; and
 - (iv) if the Hirer has selected "Yes" in Item 4(b) of Part A for Insurance by Hirer, the total cost of all repairs and damage to the Vehicle as identified by the Company, or to any property, person or animal, caused by any person or event whatsoever, from the time that the Hirer takes possession or control of the Vehicle until the Hirer is released from any obligations under this Agreement to the Company. In the event that the Vehicle is deemed by the Company to be unrepairable, the Hirer will pay the Company the market value or the Company's lease payout figure for the Vehicle, whichever is the greater.

12 Indemnity

- (a) The Hirer indemnifies the Company against any and all claims, costs, damages and expenses of every description including, without limitation, consequential losses and damages and legal costs (on a solicitor and own client indemnity basis), howsoever brought arising out of:
 - (i) any damage or injury to any property or person for any reason arising out of the Hirer's use of the Vehicle;
 - (ii) any report to the Police that the Vehicle is stolen or being unlawfully used;
 - (iii) entry by the Company onto any land or into any building for the purpose of attempting to repossess the Vehicle;
 - (iv) any parking or traffic infringement fine; and
 - (v) any damage to the Hirer's property.

13 Notification of Damage

- (a) The Hirer will notify the Company as soon as possible by telephone and then in writing of any damage or injury, risk or liability which might lead to a claim by any person or under any insurance policy. The particulars to be supplied by the Hirer will contain the fullest information available, including names and addresses of other parties involved, their licence details, registration numbers and description of any other vehicle involved and details of any witnesses including their names and addresses. Compliance with this provision does not relieve the Hirer from the obligation to report all incidents to the Police or other proper authority.
- (b) The Hirer will not make any admission of liability to any person without the Company's written consent.
- (c) The Hirer will immediately upon receipt forward to the Company all letters, claims, summonses and other documents relating to any claim, prosecution or proceeding issued as a result of the Hirer's use of the Vehicle.
- (d) The Hirer will not assist any claimant against the Company or the Company's insurers.

14 Replacement of a Vehicle

The Company reserves the right, at their sole discretion, to replace a damaged or inoperative Vehicle that has been hired to the Hirer by the Company. Any such replacement is strictly subject to the Company having an appropriate Vehicle available at such time and upon the Hirer not being the cause of the damage to, or failure of, the Vehicle.

15 PPSA

- (a) The Parties agree and acknowledge that where the Vehicle or Equipment is:
 - (i) "Commercial" type collateral for the purposes of the PPSA, then by virtue of this Agreement:
 - (A) for the purposes of the hire or bailment of the Vehicle and Equipment:
 - (l) title to the Vehicle and the Equipment remains with the Company at all times, and

- (II) a PPS Lease Security Interest is granted by the Hirer to the Company under the PPSA in the Vehicle and the Equipment;
- and/or
- (B) for the purposes of the sale of any goods by the Company to the Hirer:
 - (I) title to such goods remains with the Company at all times, until all obligations (including payment of all monies owed on any account to the Company), are discharged in full; and
 - (II) a Security Interest is granted by the Hirer to the Company under the PPSA in the goods; and
- (ii) "Consumer" type collateral for the purposes of the PPSA, then the hire or bailment of the Vehicle and Equipment is not a PPS Lease Security Interest, unless and until the Hirer has held substantially uninterrupted possession of such Vehicle and/or Equipment for 2 years.
- (b) The Hirer must not otherwise, grant a Security Interest or lien in, or otherwise encumber, the Vehicle, the Equipment or the goods in any way.
- (c) If the Hirer makes a payment to the Company at any time whether in connection with the supply of goods or otherwise, the Company may apply that payment to first satisfy obligations that are not secured, then obligations that are secured, but not by a Purchase Money Security Interest, in the order in which those obligations were incurred, and then obligations that are secured by a Purchase Money Security Interest in the order in which those obligations were incurred.
- (d) The Company may register its Security Interest on the PPSR.
- (e) The Hirer must do anything which the Company requires for the purposes of:
 - (i) ensuring the Company's or any related or associated party's Security Interest is enforceable, perfected and otherwise effective under the PPSA;
 - (ii) enabling the Company or any related or associated party to gain priority for its Security Interest; and
 - (iii) enabling the Company or any related or associated party to exercise its rights in connection with its Security Interest.
- (f) The Company may recover from the Hirer the cost of doing anything under this Clause 15 including but not limited to the payment of registration fees.
- (g) The Company's rights under this Agreement are in addition to and not in substitution for its rights under any other law and the Company may choose whether to exercise rights under this Agreement or under other law as it sees fit.
- (h) The Hirer waives the right to receive a copy of any verification statement confirming registration of a Financing Statement or Financing Change Statement relating to the Security Interests under this Agreement.
- (i) The Hirer agrees that the Hirer and the Company expressly contract out of and nothing in the provisions of Sections 95, 96, 117, 118, 121(4), 130, 132(3)(d), 132(4), 142 and 143 of the PPSA will apply to this Agreement.
- (j) The Hirer hereby consents and appoints the Company to be an Interested Person and the Hirer's authorised representative for the purposes of Section 275(9) PPSA.
- (k) Both the Hirer and the Company agree not to disclose information of the kind that can be requested under Section 275(1) of the PPSA. The Hirer must do everything necessary on their part to ensure that Section 275(6)(a) of the PPSA continues to apply. The agreement by the parties in this subclause is made solely for the purposes of allowing the Company the benefit of Section 275(6)(a) of the PPSA and the Company shall not be liable to pay damages or any other compensation or be subject to injunction if it breaches this subclause.
- (l) The parties agree that in addition to any other means permitted by law, any documents, notifications or Court proceedings may be given or served upon the Hirer, the Hirer's successors and permitted assignees in the same manner as any notice or document may be given under Part 8.5 of the PPSA and will be deemed so given or served if done so in such manner.
- (m) The parties agree that the benefit of this Agreement and the Security Interest/s created hereunder may be assigned by the Company, but not by the Hirer.
- (n) The Hirer adopts these terms by taking or continuing possession of any goods (including any Vehicle or Equipment) subsequent to receiving a copy of these terms.

16 GST

- (a) If GST is payable in relation to any Supply under this Agreement, the Hirer must pay the amount of applicable GST to the Company in addition to the Relevant Charge.
- (b) Unless expressly provided otherwise, all payments and charges shown in this Agreement include GST.

17 General

- (a) These terms form part of all arrangements entered into between the Hirer and the Company from time to time unless otherwise stated.
- (b) Clerical errors within this Agreement are subject to correction by the Company without further notification to the Hirer.
- (c) The Hirer releases and holds harmless the Company and its agents and employees from any and all claims for loss or damages to the Hirer's personal property or that of any other person's property left in the Vehicle or which is received, handled or stored by the Company at any time before, during or after the Hire Period.
- (d) Except as provided for by law, no driver or passenger of the Vehicle shall be or be deemed to be the agent, servant or employee in any manner for any purposes whatsoever of the Company.
- (e) The Company gives no express or implied warranty as to any matter whatsoever including without limitation the condition of the Vehicle, its merchantability or fitness for any particular purpose.
- (f) No right of the Company under this Agreement may be waived except in writing by an officer of the Company.
- (g) The Hirer will not allow any lien to be created over the Vehicle nor part with possession of the Vehicle.

18 Severability

If any clause or part of this Agreement is void, illegal or unenforceable, it shall be severed from this Agreement and the remainder of this Agreement shall be valid and binding.

19 Jurisdiction

This Agreement shall be governed by the law of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of that State.