PART B

TERMS AND CONDITIONS

This Agreement is made between the Company and the Hirer upon the Hirer signing the Rental Vehicle Agreement or otherwise taking possession of the Vehicle, 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 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) **Business Day** means a day that is not a Saturday, Sunday or any other day that is a public holiday or bank holiday in the place where an act is to be performed, or a payment is to be made;

(v) **Company** means Commercial Fleet Rental Investments Pty Ltd ACN 151 696 445, trading as Fleet Crew ABN 55 151 696 445, of 1/268 South Pine Road, Enoggera in the State of Queensland;

(vi) **Condition Report** means the document headed “Vehicle Condition Report” in Part C of this Agreement;

(vii) **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;

(viii) **Financing Change Statement** has the same meaning as ascribed to it in the PPSA;

(ix) **Financing Statement** has the same meaning as ascribed to it in the PPSA;

(x) **Good Working Order** means the Vehicle is in a safe, undamaged, and roadworthy condition capable of uninterrupted and trouble-free operation subject only to ordinary fair wear and tear.

(xi) **GST** means Goods and Services Tax as defined in the GST Act;

(xii) **GST ACT** means a *New Tax System (Goods and Services Tax) Act 1999* (Cth) and any amendment to or replacement of it;

(xiii) **Hire Charges** means the charges identified and calculated in accordance with Item 5(a) of Part A;

(xiv) **Hire Commencement Date** means the date identified in Item 2(a) of Part A;

(xv) **Hire Period** means the period specified in Item 2(c) of Part A;

(xvi) **Hirer** means the party identified in Item 1(a) of Part A;

(xvii) **Interested Person** means a person referred to under Section 275(9) of the PPSA;

(xviii) **IVMS** means an In-Vehicle Monitoring System;

(xix) **Nominated Credit Card** means the credit card nominated in Item 7(a) of Part A;

(xx) **Non-Account Customer** means any Hirer that is not an Account Customer;

(xxi) **Permitted Area** means the area identified in Item 6 of Part A;

(xxii) **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;

(xxiii) **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;

(xxiv) **PPSR** means the Personal Property Securities Register created pursuant to the PPSA;

(xxv) **PPS Lease** has the same meaning as ascribed to it in the PPSA;

(xxvi) **Prohibited Use** has the meaning set out in clause 6;

(xxvii) **Purchase Money Security Interest** has the same meaning as ascribed to it in the PPSA;

(xxviii) **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) any other costs and charges set out in clause 7.

(xxix) **Return Location** means the return location described in Item 3(b) of Part A;

(xxx) **Rental Vehicle Agreement** means Part A of this Agreement.

(xxxi) **Security Interest** has the same meaning as ascribed to it in the PPSA;

(xxxii) **Shortened Hire Period** means the period commencing on the Hire Commencement Date until the date the Vehicle and the Equipment is returned to the Company in accordance with clause 2(h)-2(i).

(xxxiii) **Supply** has the same meaning as ascribed to it in the GST Act;

(xxxiv) **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

(xxxv) **Vehicle Return Time** means the time and 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 at the Vehicle Return Time in Good Working Order.

(c) The Company shall at their sole discretion determine what constitutes fair wear and tear.

(d) The Hirer must immediately return the Vehicle and the Equipment 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 3 Business Days after the Vehicle and the Equipment have been returned for the Company to clean and check the Vehicle and the Equipment for any damage.

(f) The Hirer acknowledges and agrees that the Bond will only be refunded to the Hirer, subject to clause 9(f), after any damage identified under subclause (e) is fully quantified and assessed.

(g) In the event that the Company consents to the return of the Vehicle and the Equipment by the Hirer prior to the Vehicle Return Time, then the Hirer agrees and acknowledges that:

(i) the Company shall be under no obligation to reduce or otherwise provide a refund of any part of the Hire Charges relating to the Shortened Hire Period, unless agreed by the Company in writing; and

(ii) the Company may, in its absolute discretion, amend the daily hire rate as set out in Item 5(a) of Part A to the current daily rate that is applicable to the Shortened Hire Period.

(h) The Hirer acknowledges that the Vehicle and the Equipment may not be returned outside of the Company's usual business hours without receiving prior written consent from the Company.

(i) For the sake of clarity, the Hirer acknowledges:

(i) the Vehicle and the Equipment shall not be deemed returned to the Company under this Agreement until an employee of the Company takes possession of the Vehicle and the Equipment, at the Return Location during usual business hours; and

(ii) the Vehicle and Equipment remain at the Hirer's risk until such time as the Vehicle and Equipment is deemed returned to the Company under clause 2(i)(i).

3 Extension of Hire Period

(a) The Company may at its option agree to an extension of the Hire Period upon request by the Hirer.

(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.

4 Termination

(a) The Company may terminate this Agreement at any time upon providing thirty (30) days' notice.

(b) The Company may terminate this Agreement at any time upon providing three (3) days' notice if the Hirer fails to make payment in accordance with clause 9.

(c) The Company may terminate this Agreement at any time with immediate effect where:

(i) the Company is required by any government authority to repossess the Vehicle;

(ii) the Vehicle is not returned to the Return Location by the Vehicle Return Time (other than due to third-party theft or an accident, provided the Hirer has notified the Company of the relevant incident);

(iii) the Company reasonably believes that the Vehicle is being used for a Prohibited Use or has otherwise been abandoned, is illegally parked or used in violation of any law, rule or regulation; or

(iv) the Company reasonably believes the Hirer has materially breached, or is likely to materially breach, the Agreement.

5 Repossession of the Vehicle

(a) Upon termination of this Agreement under clause 4, the Company shall be entitled to take steps to recover and repossess the Vehicle, including but not limited to:

(i) entering onto any land or into any building where the Vehicle may be located for the purposes of repossession of the Vehicle;

(ii) deeming the Vehicle stolen, and notifying 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; and

(iii) de-registering the Vehicle.

(b) 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.

(c) The Hirer shall be responsible for:

(i) the costs incurred by the Company in taking any steps to repossess the Vehicle under this clause; and

(ii) any loss or damage to the Vehicle, any towing and storage charges, loss of rental income and other losses or expenses related to the vehicle under this clause,

in addition to any other payments that may be payable by the Hirer to the Company under this Agreement.

6 Unauthorised and Prohibited Use

(a) Only Permitted Drivers may drive the Vehicle.

(b) Permitted Drivers must not drive the Vehicle if:

(i) they do not hold a valid licence of at least Provisional 1 (or other jurisdiction equivalent) to drive vehicles of the same class as the Vehicle which is recognised under the laws of the jurisdiction in which the Vehicle is being operated;

(ii) their blood alcohol concentration exceeds the legal limit or they are otherwise under the influence of any legal or illegal substance which might reasonably impair their ability to operate the Vehicle safely;

(iii) any of the information provided by the Permitted Driver to the Company 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.

(c) 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 asbestos;

(iv) to carry a greater load than the Vehicle manufacturer's specifications stipulate can be carried;

(v) to tow a load greater than Vehicle manufacturer's advised towing capacity;

(vi) for any purpose other than that for which the Vehicle was designed;

(vii) in any motor sport event or defensive training course including time trials, speed or hill climbs, reliability trials, speed trials, racing, pacemaking or in preparation for any such purpose;

(viii) in connection with the motor trade for experiments, test, trials, demonstration or breakdown purposes;

(ix) in a dangerous manner of any kind including, but not limited to:

(A) circumstances where the Hirer's dangerous use of the vehicle causes the Vehicle to roll, tip or fall over;

(B) allowing any passengers to sit or stand on the outside of the Vehicle;

(C) driving the Vehicle with a flat tyre or while ignoring a warning light;

(x) to carry passengers (including, without limitation, as part of any taxi, ride-sharing, or similar arrangement) for hire, reward, or remuneration, or to provide any food delivery services, whether directly or through a third-party platform;

(xi) to drive through a flooded road, or otherwise through a body of water or natural disaster which could be avoided, including fire, storm or cyclone;

(xii) to drive in restricted areas which the Hirer is not authorised to access;

(xiii) in contravention of any legislation or regulation controlling vehicular traffic or parking;

(xiv) for any illegal purpose;

(xv) outside the Permitted Area unless authorised in writing by the Company; or

(xvi) in opencut or underground mines, mining shafts or tunnels which are not public roads unless such approval is noted as a Special Condition to this Agreement in Item 9 of Part A.

(xvii) within the confines of any airport or airfield, including aprons, other than a designated public area

(xviii) to operate on rails other than as cargo

(xix) on any beach, non-mainland island, tidal area, or similar environment unless Item 5(a) of Part A specifies that beach use is permitted.

7 Return Charges

(a) If the Vehicle and Equipment 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 Time, then the Company reserves the right to charge the Hirer additional charges at the 'extra day charge' rate 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 Hire Period, then the Company reserves the right to charge the Hirer the following costs, which shall be included in the Return Charges:

(A) the cost of towing, recovery and storage of the Vehicle;

(B) the cost to the Company resulting from the Vehicle not being able to be re-hired; and

(C) any damages payable to any third party;

(iv) missing any tyres, tools, accessories or other Equipment associated with the Vehicle or if any of those items are damaged during the period from the Hire Commencement Date until the Vehicle is returned to the Company, then the Company reserves the right to charge the Hirer the cost of repairing or replacing the Equipment and such further charges shall be included in the Return Charges;

(v) returned in an unclean condition (including excessive odour from, for example, a person smoking in the Vehicle or from having animals in the Vehicle), 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

(vi) 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.

For the sake of clarity, only those costs set out in clause (iii)(C) shall be covered by the Damage Waiver Reduction. All other costs described in clause (a) will be charged and payable by the Hirer in addition to the any costs payable by the Hirer under clause 14.

8 Vehicle Information

The Hirer acknowledges and agrees:

(a) that the Vehicle may be equipped with an IVMS which can be used to remotely open and close the Vehicle and otherwise monitor the location and speed of the Vehicle at any time;

(b) to the Company collecting, storing and disclosing the information generated by the IVMS, which may include personal information, in accordance with the *Privacy Act 1988* (Cth);

(c) to the Company disclosing the Hirer's details to third parties in accordance with the Company's Privacy Policy and the *Privacy Act 1988* (Cth);

(d) to the Company immobilising the Vehicle where the Company has reasonable grounds to suspect the Vehicle is being used for a Prohibited Use or in the event of non-payment; and

(e) the Company may disclose information regarding the Hirer's use of the Vehicle to the Police where the Company is reasonably requested to do so.

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;

(iii) all Return Charges, in accordance with this Agreement;

(iv) any other costs charged to the Hirer in accordance with this Agreement, included those described in clause 14 (collectively, the **Hire Costs**).

(d) The Hirer authorises the Company to charge the Hire Costs to the Nominated Credit Card.

(e) The Company agrees to hold the Bond payable by the Hirer hereunder as security pending the return and inspection of the Vehicle and Equipment and the payment of all outstanding charges under this Agreement.

(f) 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 Nominated Credit Card, then the Company is hereby authorised by the Hirer to deduct such outstanding amounts from the Bond.

(g) 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.

(h) 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).

(i) Non-Account Customers must pay all Hire Charges upon signing this Agreement.

(j) The Company will debit all Return Charges payable by Non-Account Customers against the Nominated Credit Card within 24 hours of providing the Hirer with a summary of the Return Charges and will provide a tax invoice confirming payment a further 24 hours after the debit occurs.

(k) In the event that the Return Charges are not able to be successfully debited against the Nominated Credit Card in accordance with (j), then the Return Charges will be deducted from the Bond.

(l) If no Bond has been paid or the Return Charges cannot otherwise be deducted from the Bond, then the Company will issue an itemised tax invoice together with the summary of the Return Charges and the Hirer must pay the outstanding Return Charges (or part thereof) to the Company within 24 hours of the date of the tax invoice.

(m) Any costs incurred by the Company to recover any monies owing by the Hirer will be charged to the Hirer.

10 Hirer's Obligations

The Hirer must:

(a) observe and fulfil all obligations of the Hirer under this Agreement;

(b) 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;

(c) advise the Company immediately upon the Vehicle being lost, stolen, abandoned or damaged in any way or otherwise being involved in an incident resulting in loss, damage or injury to any party;

(d) never leave the Vehicle unlocked or with the keys left in the Vehicle;

(e) keep the keys to the Vehicle secure and under the Hirer's personal control;

(f) not take the Vehicle outside the Permitted Area without the Company's prior written authorisation;

(g) if necessary, ensure that appropriate child seats have been properly fitted for any children travelling in the Vehicle (including by satisfying itself that any child seats already fitted in the Vehicle are secure);

(h) ensure that no part of the Vehicle, including the interior, is damaged in any way with the exception of ordinary fair wear and tear;

(i) ensure that the tyres of the Vehicle are properly inflated and not damaged and only subjected to ordinary fair wear and tear;

(j) not remove, allow to be removed, turn off or otherwise interfere with the IVMS;

(k) only use the Equipment for its intended purpose;

(l) ensure that the Equipment is not damaged or removed from the Vehicle except where necessary to use the Equipment, and advise the Company immediately upon any item of Equipment being damaged, lost, stolen or in need of replacement;

(m) ensure that the Vehicle is maintained in Good Working Order and keeping all recommended oils and fluids to their proper levels in the engine, gearbox, transfer case, front axle, rear axle, power steering, clutch and brake system;

(n) only refuel the Vehicle with the correct and uncontaminated fuel;

(o) ensure that the radiator is kept clean, free of grass seed, mud and full of water and coolant;

(p) ensure that any goods which are being carried or hauled by the Vehicle are correctly and appropriately loaded and secured;

(q) 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;

(r) ensure that no person smokes inside the Vehicle;

(s) ensure that no work of any kind is conducted on or in relation to the Vehicle that may void the manufacturer's warranty;

(t) ensure the odometer is not interfered with;

(u) immediately notify the Company of any defect or fault developing in the Vehicle and otherwise comply with clause 11;

(v) 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;

(w) unless subclause (y) is applicable, 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;

(x) supply monthly kilometres to the Company in conjunction with detailed maintenance history for any maintenance or repairs carried out on the Vehicle; and

(y) where the Hirer is responsible for the maintenance of the Vehicle as nominated in Part A, ensure that clause 12 is complied with at all times.

11 Fault or Defect

(a) In the event the Hirer experiences any problems with the Vehicle due to mechanical or electrical faults, failure or defects (**Defect**), the Hirer must stop driving the Vehicle (as soon as is safe and practicable) and contact the Company to arrange assistance.

(b) The Hirer must not recommence driving the Vehicle unless directed to do so by the Company or its representative, or unless it is necessary to move the Vehicle to prevent further damage to the Vehicle or third-party property or persons.

(c) If the Hirer was the cause of the Defect, then the Hirer will be responsible for any costs incurred by the Company in providing assistance to the Hirer under this clause in addition to any other costs which may be payable under this Agreement.

(d) If the Hirer continues to operate the Vehicle after becoming aware of a Defect (other than in the circumstances contemplated in (a) and (b), then the Hirer will be responsible for the costs associated with any additional damage caused to the Vehicle as a result of its continued operation, regardless of whether the Hirer was responsible for the original Defect.

12 Maintenance by Hirer

(a) Where the Company has authorised the Hirer to carry out maintenance and servicing or repairs to the Vehicle under Part A, the Hirer must:

(i) only allow suitably qualified and experienced tradespeople employed or subcontracted by the Hirer to work on the Vehicle;

(ii) ensure that written approval from the Company is obtained prior to any repairs that are not minor repairs being carried out on the Vehicle;

(iii) ensure that all maintenance and servicing of the Vehicle is carried out in accordance with the relevant manufacturer guidelines and requirements, or such other standards as may be required by the Company;

(iv) keep appropriate records of all maintenance, servicing and repairs conducted on the Vehicle and provide a copy of those records to the Company following the occurrence of any maintenance, servicing or repair to the Vehicle (as the case may be); and

(v) take out appropriate repairers' insurance at the Hirer's sole cost and expense.

(b) The Hirer acknowledges and agrees that all maintenance and servicing or repairs to the Vehicle shall be conducted at the Hirer's sole cost and expense, including the costs incurred for any parts or third-party labour.

13 Hirer's Acknowledgement

The Hirer acknowledges and agrees that:

(a) it is responsible for satisfying itself with the overall condition of the Vehicle at the start of the Hire Period and upon return of the Vehicle;

(b) it had sufficient opportunity to notify the Company of any pre-existing damage and make any necessary additions to the Condition Report prior to the commencement of the Hire Period; and

(c) it is responsible for complying with all vehicular traffic and parking laws, including any applicable mandated seat belt and child seat restraint laws, whilst operating the Vehicle, and the Company will not be responsible for any fines, injury, death, or other losses caused by the Hirer's failure to comply with those laws.

14 Damage Liability

(a) If, after the Hire Commencement Date and prior to the Vehicle being returned, the Vehicle or the Equipment 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 or the Equipment (as the case may be) if the damage or destruction occurred in any of the following circumstances:

(A) the Vehicle is used for a Prohibited Use;

(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 or the Equipment is damaged by driving it under an object lower than the height of the Vehicle;

(G) the Vehicle is damaged as a result of the maintenance, servicing or repairs carried out on the Vehicle by the Hirer;

(H) the Vehicle or the Equipment is damaged by either loading or unloading anything from or to the Vehicle; or

(I) the Vehicle or the Equipment is intentionally damaged by the Hirer or by anyone with the Hirer's consent;

(J) if the Vehicle is driven or used on any beach, non-mainland island, tidal area, or similar environment unless Item 5(a) of Part A specifies that beach use is permitted;

(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 14(a)(i);

(iii) the total cost of all repairs or the replacement cost of the Vehicle and the Equipment, but capped at:

(A) $6,600 per incident (plus any Return Charges), where the Vehicle is hired for use other than on a beach, non-mainland island, tidal area, or similar environment and 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 14 (a)(i); or

(B) $11,000 per incident (plus any Return Charges) where the Company has expressly approved the Vehicle to be used on a beach, non-mainland island, tidal area, or similar environment, and the damage did not occur in any of the circumstances referred to in Clause 14(a)(i); 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.

(b) For the avoidance of doubt, the costs payable by the Hirer under clause 14(a) are in addition to any Return Charges payable under this Agreement.

15 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:

(A) use of the Vehicle; or

(B) maintenance and servicing or repairs to 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.

(b) To the greatest extent permissible under the *Competition and Consumer Act 2010* (Cth):

(i) the Company shall not be liable to the Hirer for any claims, loss or damages, including indirect or consequential loss, loss of profits or loss of opportunity; and

(ii) the Company's total liability to the Hirer is limited to the total Hire Charges paid by the Hirer under this Agreement.

16 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. A form will be provided by the Company to the Hirer to document the required information. This form must be completed within 3 business days of any incident, otherwise the full cost of any damages will be charged to the Hirer. 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.

17 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.

18 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:

(I) title to the Vehicle and the Equipment remains with the Company at all times, and

(II) is not a PPS Lease Security Interest, unless and until the Hirer has held substantially uninterrupted possession of such Vehicle and/or Equipment for more than 2 years;

and/or

(B) for the purpose 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 18 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.

19 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.

20 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.

21 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.

22 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.

23 Amendment

(a) This Agreement can be amended on 30 days written notice (Notice Period) by the Company to the Hirer.

(b) The Hirer may, only in the Notice Period, by written notice to the Company, terminate this Agreement immediately.

(c) If the Hirer exercises its rights pursuant to (b) above then the parties must comply with the terms of this Agreement, including but not limited to the terms for the return of the Vehicle.