

Shane Gately (ABN 82 438 399 549), trading as Xplora

HIRE AGREEMENT

1. Definitions and Interpretation

1.1 In this Hire Agreement, unless the context otherwise requires:

"**4WD**" means a Vehicle whose class is indicated as '4WD (four-wheel drive)' in this Hire Agreement;

"**Agreed Return Location**" means the return location specified in this Hire Agreement or such other location as is agreed between the Company and the Hirer in writing;

"**Authorised Driver**" means any person who:

- (a) is over the age of 25 years at the date of this Hire Agreement;
- (b) lawfully holds a Driver Licence; and
- (c) is nominated in the V&EC Report.

"**Authority**" means any state or federal government, and any governmental or other public or statutory body, local authority, instrumentality or other authority of any kind having jurisdiction over the Vehicle or anything in relation to the Vehicle;

"**Battery Service Fee**" means such fee as is reasonably charged by the Company in consideration of its costs to restore a Vehicle with a new battery if the Vehicle's battery has been discharged to less than 30% state of charge and as specified in the V&EC Report;

"**Claim Event**" means any event or incident giving rise to a claim, action, proceeding, damage, loss, cost, expense or liability incurred by or against, or made or recovered by or against, the Company however arising and whether present, future or contingent;

"**Company**" means Shane Gately (ABN 82 438 399 549), trading as Xplora and, where the context requires, includes its authorised agents and representatives (as appointed by the Company from time to time);

"**Driver Licence**" means an unexpired driver licence issued in Australia for the particular class relevant to a Vehicle;

"**Equipment**" means all equipment, tools or accessories available for hire which are not deemed to be a Vehicle, and any substitute or replacement Equipment as agreed in writing between the Company and the Hirer from time to time and as particularised in the V&EC Report;

"**GST**" means any tax imposed by or under the GST Act without regard to any input tax credit;

"**GST Act**" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"**Hire Agreement**" means the entirety of this document comprised of:

- (a) the V&EC Report, signed by the Hirer;

- (b) the Terms and Conditions of Hire;
- (c) the Credit Card Security Authorisation Form; and
- (d) the Schedule of Fees.

"Hire Charges" means those charges specified in the Schedule of Fees and agreed between the parties;

"Hire Period" means that period commencing at the time and date specified in the V&EC Report and ending at the date and time that the Vehicle and/or Equipment are returned to the Agreed Return Location;

"Hirer" means a person who hires a Vehicle and/or Equipment specified in this Hire Agreement;

"International Driver's Licence" means an unexpired and unrestricted driver's licence issued by an Authority of any country for the particular class relevant to the Vehicle and which authorises the holder to drive in Australia (provided such authority is written in English);

"Off-road" means any unsealed road, being a road or track not sealed with a hard material such as tar, bitumen or concrete;

"Off-road Camper" means a Vehicle whose class is indicated as 'Off-road Camper' in this Hire Agreement;

"PPSA" means the *Personal Property Securities Act 2009* (Cth).

"Repairs" means any repairs to a Vehicle or any Equipment including, but not limited to, mechanical or panel beating repairs and includes any towing, recovering and storing of the Vehicle or Equipment (as the case may be);

"Rollover", in respect of a Vehicle, means where the Vehicle either rolls over or tips onto its roof or side;

"Security Bond" has the meaning given in clause 9.1 and is particularised in the Schedule of Fees;

"Schedule of Fees" means the **attached** Schedule of Fees forming part of this Hire Agreement;

"Single Vehicle Accident" means any accident or incident involving a Vehicle but which does not involve the Vehicle colliding with another moving vehicle, and includes (but is not limited to) Rollovers and collisions with animals and stationary objects;

"Special Conditions" means the special conditions specified in this Hire Agreement in the V&EC Report;

"Taxable Supply" has the meaning given by Section 195-1 of the GST Act;

"Vehicle/s" means all vehicles specified in this Hire Agreement (including, but not limited to camper trailers) and all tools and accessories forming part of or otherwise supplied as standard with such vehicles, and any substitute or replacement Vehicles as agreed in writing between the Company and the Hirer from time to time and including the Equipment,;

"V&EC Report" means the report forming part of this Hire Agreement which details the condition of the Vehicle and Equipment at the commencement of the Hire Period, as agreed between the Company and the Hirer; and

"Vehicle Transport Fee" means such fee as is reasonably charged by the Company in consideration of its costs to transport a Vehicle to the Agreed Return Location and any loss of hire income incurred as a result of the Hirer's failure to return the Vehicle to the Agreed Return Location.

- 1.2 The Company and the Hirer acknowledge and agree that the Hire Agreement is comprised of those documents identified above in the definition of Hire Agreement.
- 1.3 The Hirer further acknowledges and agrees that the terms of this Hire Agreement are subject to change at any time in the absolute discretion of the Company.
- 1.4 No amendment, alteration, waiver or cancellation of any term of this Hire Agreement is binding on the Company unless confirmed by the Company in writing.
- 1.5 The Hirer acknowledges and agrees that no employee or agent of the Company makes any representation, warranty or promise in relation to the hire of any Vehicle and/or Equipment other than as contained in this Hire Agreement.
- 1.6 In this Hire Agreement, words importing the singular include the plural (and vice versa), words denoting a given sex include the other sex, and words denoting individuals include corporations (and vice versa).
- 1.7 References in this Hire Agreement to currency are references to the legal currency of Australia.
- 1.8 If the Hirer is more than one person, any obligation, covenant, representation or warranty on the part of the Hirer shall be deemed to be an obligation, covenant, representation or warranty on the part of those persons jointly and each of them severally.

2. Agreement to Hire

- 2.1 The Hirer agrees to hire the Vehicles and/or Equipment from the Company upon and subject to the terms, covenants and conditions contained in this Hire Agreement.
- 2.2 Vehicles and Equipment are booked for hire by reference to type. The Company reserves its rights in its absolute discretion to substitute or replace any Vehicle or item of Equipment booked for hire by the Hirer with another Vehicle or item of Equipment of the same or similar type if the booked Vehicle or item of Equipment is unavailable due to unforeseen circumstances. If a Vehicle or item of Equipment of the same or similar type is not made available to the Hirer as a substitute or replacement Vehicle, the Hirer may terminate the Hire Agreement by giving notice in writing to the Company to that effect. In such circumstances, the Hirer is only entitled to, and the Company's obligations are limited to, a refund of any hire charges paid by the Hirer in respect of the Vehicle or item of Equipment at the rate or rates specified in the Schedule of Fees or, if the Hire Period has already commenced, a pro rata portion thereof.

3. Condition of Vehicles

- 3.1 The Hirer acknowledges having received a copy of the V&EC Report in respect of each Vehicle, or item of Equipment hired, on or before commencement of the Hire Period.

- 3.2 The Hirer acknowledges and agrees that each Vehicle or item of Equipment hired is provided by the Company to the Hirer:
- (a) in a working order and good and clean condition - except as specified in the relevant V&EC Report;
 - (b) with all items specified in the relevant V&EC Report;
 - (c) with the Battery level reading at the commencement of the Hire Period as specified in the relevant V&EC Report;
 - (d) with the LP Gas reading at the commencement of the Hire Period as specified in the relevant V&EC Report; and
 - (e) in a condition suitable for the purpose for which it is hired.
- 3.3 The Hirer shall immediately notify the Company of any defect in or to any Vehicle or item of Equipment, including with respect to any matter set out in clause 3.2.
- 3.4 If a Vehicle or item of Equipment breaks down due to a mechanical fault and the Hirer is not in default of its obligations under this Hire Agreement, the Company will use its best reasonable endeavours to supply the Hirer with a replacement Vehicle or Equipment of the same or similar type. If a Vehicle or item of Equipment of the same or similar type is not made available to the Hirer as a replacement, the Hirer may terminate this Hire Agreement by giving notice in writing to the Company to that effect. In such circumstances, the Hirer is only entitled to, and the Company's obligations are limited to, a refund of any hire charges the Hirer in respect of the Vehicle or Equipment at the rate or rates specified in the Schedule of Fees or, if the Hire Period has already commenced, a pro rata portion thereof.
- 3.5 If a Vehicle is involved in an accident, the Company may, in its absolute discretion, elect to supply the Hirer with a replacement Vehicle of the same or similar type but shall not be under any obligation to do so.

4 Use of Vehicles

- 4.1 Without limiting clause 4.2, the Hirer agrees that the use of any Vehicle is subject to any limitations set out in this Hire Agreement.
- 4.2 Without the prior written consent of the Company, the Hirer shall not use, or permit any Vehicle to be used:
- (a) in a manner not considered to be cautious, prudent and consistent with the exercise of reasonable care;
 - (b) without limiting clause 4.2(a), in a manner which results in a Single Vehicle Accident;
 - (c) for any illegal purpose;
 - (d) for racing or performance testing of any kind;
 - (e) for towing, pushing or propelling anything other than Vehicles approved by the Company;
 - (f) to carry a greater load than that for which it was built;

- (g) to carry more passengers than may be properly accommodated or lawfully seated in the Vehicle;
- (h) to carry passengers or property for payment or reward;
- (i) to transport goods without first obtaining all necessary approvals, permits and/or licences – including any firearms;
- (j) to carry any load directly in contact with the surface of the vehicle;
- (k) to carry any inflammable, explosive or corrosive substances without prior approval from the Company;
- (l) to transport animals; or
- (m) to jump-start another vehicle.

4.3 Without the prior written consent of the Company, the Hirer shall not drive, or permit any Vehicle to be driven:

- (a) on the Canning Stock Route; the Old Gunbarrel Highway; the Old Telegraph Road; Cape York; Fraser Island; Moreton Island; Billy Goat Bluff; Hay River Track or the Simpson Desert;
- (b) in circumstances where the Vehicle is, or is reasonably likely to be damaged by either submersion in water, contact with saltwater, or driving through any creek, river or flooded area;
- (c) in circumstances where the Vehicle is, or is reasonably likely to be damaged by contact with branches, trees, earthen embankment or another object.
- (d) when it is damaged or unsafe to do so;
- (e) in areas in which snow chains are required by any relevant Authority to be fitted to the Vehicle;
- (f) in breach of any legislation, regulations, rules or by-laws relating to road traffic and/or use including, without limitation, where the Vehicle is used contrary to any road sign or other similar warning sign, direction by Authorities or operated by a person who is under the influence of alcohol or any drug or illegal substance;
- (g) by any person who is under the age of 25 years or is not listed as an Authorised Driver in this Hire Agreement; or
- (h) by any person who does not hold a current Driver Licence or International Driver's Licence.

4.4 The Hirer shall not sub-let, on-hire, or otherwise part with possession of a Vehicle to any third party at any time during the Hire Period, without the prior written consent of the Company, which will be granted at the absolute discretion of the Company and may be withheld without reason.

4.5 The Hirer shall not leave a Vehicle, or allow a Vehicle to be left, unattended whilst the key is in the Vehicle at any time during the Hire Period.

5 Security, Safety & Care of Vehicles

5.1 The Hirer shall, at all times:

- (a) maintain each Vehicle's tyre pressure at the level recommended by the manufacturer as specified in the Vehicle's manuals;
- (b) ensure that each Vehicle's battery is used in a usual manner and is maintained above a 30% state of charge at all times;
- (c) keep each Vehicle locked and secure and the keys under the Hirer's personal control and be able to produce the keys if a Vehicle is stolen;
- (d) comply with any relevant warning signs, instructions or customer notices affixed to the Vehicle; and
- (e) do all things necessary to keep and maintain each Vehicle in the state and condition which it was in at the commencement of the Hire Period, subject to fair wear and tear.

6 Equipment

6.1 The Hirer acknowledges and agrees that the Equipment is provided by the Company to the Hirer on an "as is" basis and is in a working condition suitable for the purpose for which it is hired.

6.2 The Hirer shall immediately notify the Company of any defect in or to the Equipment.

6.3 If the Equipment fails to operate as intended and the Hirer is not in default of its obligations under this Hire Agreement, the Company will use its best reasonable endeavours to supply the Hirer with suitable replacement Equipment. If suitable replacement Equipment is not made available to the Hirer for any reason, the Hirer may terminate this Hire Agreement by giving notice in writing to the Company to that effect. In such circumstances, the Hirer is only entitled to, and the Company's obligations are limited to, a refund of any hire charges paid by the Hirer in respect of the Equipment at the rate or rates specified in the Schedule of Fees or, if the Hire Period has already commenced, a pro rata portion thereof.

6.4 The Hirer shall not use, or permit the Equipment to be used, in a manner not considered to be cautious, prudent and consistent with the exercise of reasonable care.

6.5 The Hirer shall not sub-let, on-hire, or otherwise part with possession of the Equipment to any third party at any time during the Hire Period, without the prior written consent of the Company, which will be granted at the complete discretion of the Company and may be withheld without reason.

6.6 The Hirer shall, at all times, do all things necessary to keep and maintain the Equipment in the state and condition it was in at the commencement of the Hire Period, subject to fair wear and tear.

6.7 The Hirer shall return the Equipment:

- (a) to the Agreed Return Location during the Company's normal business hours on or before the date and at the time specified in this Hire Agreement or such other date and time as is agreed between the Company and the Hirer in writing; and
- (b) in the same condition as it was in at the commencement of the Hire Period, subject to fair wear and tear.

6.8 The Hirer acknowledges and agrees that:

- (a) if the Equipment is not returned in accordance with clause 6.7(a), the Equipment may be reported to the police as stolen; and
- (b) the Hirer shall be responsible for the Equipment, and the hire of the Equipment shall continue upon and subject to the terms, covenants and conditions contained in this Hire Agreement, until the Company performs a final inspection of the Equipment including, without limitation, where the inspection is delayed due to the Equipment not being returned to the Agreed Return Location by the date and time specified in the Contract or being returned to the Agreed Return Location after normal business hours or at a time when the Agreed Return Location is unattended.

6.9 Without limiting clause 6.8, the Hirer agrees that the use of any hired Equipment is subject to any limitations set out in this Hire Agreement.

6.10 Without the prior written consent of the Company, the Hirer shall not use, or permit any Equipment to be used:

- (a) in a manner not considered to be cautious, prudent and consistent with the exercise of reasonable care;
- (b) for any illegal purpose;
- (c) to jump-start another vehicle

6.11 Without the prior written consent of the Company, the Hirer shall not use the Equipment in circumstances where the Equipment is, or is reasonably likely to be:

- (a) damaged;
- (b) used in a manner that would breach of any legislation, regulations, rules or by-laws;
- (c) operated by a person who is under the influence of alcohol or any drug or illegal substance; or
- (d) by any person who is under the age of 25 years or is not listed as an Authorised Driver in this Hire Agreement.

6.12 The Hirer shall not sub-let, on-hire, or otherwise part with possession of an item of Equipment to any third party at any time during the Hire Period, without the prior written consent of the

Company, which will be granted at the absolute discretion of the Company and may be withheld without reason.

- 6.13 The Hirer shall not leave, or allow to be left, an item of Equipment, unattended and unsecured whilst the Equipment is in use at any time during the Hire Period.

7. Safety, Security & Care of Equipment

7.1 The Hirer shall, at all times:

- (a) maintain in working order all components of the Equipment;
- (b) ensure that each item of Equipment's battery is used in a usual manner and is not drawn down below 30% state of charge during the hire period;
- (c) keep each item of Equipment in a locked and secure place;
- (d) comply with any relevant warning signs, instructions or customer notices affixed to the Equipment;
- (e) do all things necessary to keep and maintain each item of Equipment in the state and condition which it was in at the commencement of the Hire Period, subject to fair wear and tear.

8 Return of Vehicles & Equipment

8.1 The Hirer shall return each Vehicle or item of Equipment:

- (a) to the Company at the Agreed Return Location during the Company's normal business hours on or before the end of the Hire Period or such other date and time as is agreed between the Company and the Hirer in writing;
- (b) in the same condition as it was in at the commencement of the Hire Period as specified in the relevant V&EC Report but, subject to fair wear and tear; and
- (c) with all batteries maintained at a state of charge greater than 30% at all times during the hire period

8.2 The Hirer acknowledges and agrees that:

- (a) if a Vehicle or item of Equipment is not returned in accordance with clause 8.1, additional fees will apply including, but not limited to, the Vehicle Transport Fee and the Vehicle or item of Equipment may be reported to the police as stolen;
- (b) the Hirer shall be responsible for the hired Vehicle or Equipment, and the hire shall continue upon and subject to the terms, covenants and conditions contained in this Hire Agreement, until the Company performs a final inspection of the Vehicle or Equipment including, without limitation, where the inspection is delayed due to the Vehicle or Equipment not being returned to the Agreed Return Location by the date and time specified in this Hire Agreement or being returned to the Agreed Return Location after normal business hours or at a time when the Agreed Return Location is unattended; and

- (c) if a Vehicle is returned with a battery level having reached 30% or less state of charge during the Hire Period , the Battery Service Fee may apply.

9 Deposit & Hire Balance

- 9.1 To confirm a booking the Hirer must pay to the Company a booking deposit of 50% of the full amount of the Hire Charges (“**Deposit**”).
- 9.2 The balance of all Hire Charges (“**Hire Balance**”) is payable no later than 7 days prior to the commencement of the Hire Period.
- 9.3 The Company reserves the right to cancel a booking if the Deposit or the Hire Balance is not paid by the Hirer in accordance with this clause 9.
- 9.4 The Company also reserves the right to increase any Hire Charges payable by the Hirer at any time prior to payment of the Hire Balance in full.

10 Hire Charges & Other Payments

- 10.1 The Hirer agrees to pay to the Company, or reimburse the Company on demand:
 - (a) all Hire Charges in respect of the Vehicles and/or Equipment at the rate or rates specified in the Schedule of Fees until such time as the Vehicles and/or Equipment are returned to, or are recovered by, the Company;
 - (b) the Deposit and the Hire Balance;
 - (c) any late return charges that apply are at the rate of 300% of the daily hire rate for each consecutive 24-hour period (or part thereof) after the Agreed Return Date specified in this Hire Agreement;
 - (d) all charges that are recoverable by the Company in accordance with the terms of this Hire Agreement, and in particular clauses 5, 6, 7, 8 and 11;
 - (e) any GST payable by the Company in respect of any Taxable Supply made by the Company under this Hire Agreement, and any other applicable duties or taxes;
 - (f) the Company’s costs, charges and expenses incurred in connection with any default by the Hirer of its obligations under this Hire Agreement including, without limitation any recovery costs, fines for traffic infringements and any mercantile agent’s fees and legal costs (on a full indemnity basis) incurred by the Company in connection with the contemplated, attempted or actual enforcement, preservation or exercise of any of the Company’s rights, powers or remedies under this Hire Agreement;
 - (g) any surcharge payable in accordance with clause 8, including the Battery Service Fee;
 - (h) any interest, charges or administration fees payable in accordance with this Hire Agreement;
 - (i) any satellite phone calls made by the Hirer using the Equipment; and

- (j) any other amount payable under the Hire Agreement including, but not limited to, damages.
- 11.2 Final charges will be determined by the Company after a final inspection of the Vehicles and/or Equipment is carried out by the Company after the Vehicles and/or Equipment are returned to the Company in accordance with this Hire Agreement.
- 11.3 For the avoidance of doubt, the Hirer acknowledges and agrees that no refunds or credits (partial or otherwise) are payable by the Company for the early return or late pick up of a Vehicle and/or any Equipment, unless expressly agreed by the Company in writing.
- 11.4 Payments may be made by credit card, cash or electronic funds transfer.
- 11.5 The Hirer, following demand for payment by the Company, irrevocably and unconditionally authorises the Company to charge the Hirer's credit card and/or bank account (nominated by the Hirer in accordance with clause 10) for payment of the amounts referred to in this clause 11.
- 11.6 The Company reserves the right to charge interest at the rate of 19% per annum on all outstanding amounts which are due but have not been paid by the Hirer in accordance with this Hire Agreement plus a monthly administration fee of \$30 (or such greater amount as is determined by the Company from time to time) per month until such time as all outstanding amounts are paid in full. If applicable, interest shall be calculated on a daily basis from the due date for payment and the monthly administration fee shall be charged on the first day of each calendar month. The Company further reserves the right to charge an administration fee of \$90 (or such greater amount as is determined by the Company from time to time) for each Claim Event insurance claim in respect of a Vehicle and/or any Equipment.

12 Cancellations

- 12.1 Bookings may be cancelled by the Hirer giving not less than 60 days' notice in writing to the Company prior to the commencement of the Hire Period, in which case the Hirer shall be entitled to a full refund of any amounts already paid by the Hirer to the Company (including, but not limited to, the Deposit, the Hire Balance and/or the Security Bond) less an administration fee of \$30 (or such greater amount as is determined by the Company from time to time).
- 12.2 If the Hirer cancels a booking, either wholly or in part, but fails to give notice of such cancellation in accordance with clause 12.1, the Company shall not be obliged to refund the Deposit or any other amount paid by the Hirer under this Hire Agreement.

13 Hirer's Liabilities

- 13.1 Except to the extent that the Company is negligent or otherwise liable at law, the Hirer is liable for any loss or damage to the Vehicles and/or Equipment during the Hire Period ("**Property Damage**") and any consequential loss suffered by the Company as a result of such loss or damage ("**Consequential Loss**") and to any third party or third party property which arises from the use of a Vehicle and/or any Equipment by the Hirer or any Authorised Driver or any person authorised by the Hirer during the Hire Period ("**Third Party Damage**") and agrees to indemnify, and keep indemnified, the Company from and against all claims, actions, proceedings, damages, losses, costs, expenses or liabilities arising from, or in connection with, any Property Damage, Consequential Loss or Third Party Damage (as the case may be).

13.2 The Hirer's liability under clause 13.1 shall, at all times, be limited to the total of all amounts payable under this Hire Agreement, except where the Property Damage, Consequential Loss or Third Party Damage (as the case may be):

- (a) arises, directly or indirectly, from a breach by the Hirer of any of its obligations under this Hire Agreement;
- (b) results from a Vehicle or any Equipment being totally or partially immersed in water regardless of cause;
- (c) results from a Vehicle or item of Equipment being filled with the wrong fuel;
- (d) is to the interior of a Vehicle and requires professional cleaning, deodorising or repair;
- (e) is caused by the Hirer failing to secure properly any load or equipment;
- (f) is to the tyres or windscreen of a Vehicle;
- (g) is to the under body of a Vehicle or is overhead damage including to the roof, not resulting from a collision or a Single Vehicle Accident;
- (h) is caused by the Hirer driving a Vehicle with less than the manufacturer's recommended level of tyre pressures or whilst aware of a condition that would cause damage to the vehicle if driven;
- (i) is to any personal property of the Hirer or any relative, associate, passenger or any person known to the Hirer, or any personal property in the Hirer's possession or control;
- (j) cannot be attributed to a specific incident; or
- (k) is caused by a Vehicle being driven, or any Equipment being used, in a reckless or dangerous manner, and, for the avoidance of doubt, the Hirer's liability under clause 13.2 shall be unlimited for any loss or damage that occurs in any such circumstances.

13.3 In the event of any Property Damage, Consequential Loss or Third-Party Damage, the Hirer agrees to pay to the Company on demand:

- (a) the total of all sums payable under this Hire Agreement;
- (b) all reasonable costs to return the relevant Vehicle and/or Equipment to the condition it was in at the commencement of the Hire Period (fair wear and tear excepted), whichever is the lesser; and
- (c) if the amount of the Property Damage, Consequential Loss or Third Party Damage (as the case may be) is unlimited by virtue of the operation of clause 13.2, all costs, charges and expenses incurred by the Company in connection with the repair or reinstatement of the Property Damage or the Third Party Damage (as the case may be) plus any Consequential Loss suffered by the Company until such repair or reinstatement is completed, and the Hirer expressly authorises the Company to deduct such amount from the Credit Card.

- 13.4 The Hirer agrees to immediately notify the Company of any Property Damage or Third-Party Damage in writing or by telephoning the Company on 0458 558 520. Subject to clause 13.5, the Hirer agrees not to carry out any Repairs without the prior written consent of the Company.
- 13.5 The Hirer may carry out Repairs without obtaining the prior written consent of the Company but only if the Repairs do not exceed a cost of \$200 and are necessary to prevent further damage to a Vehicle and/or any Equipment.
- 13.6 The Company shall reimburse the Hirer for the costs of any Repairs carried out in accordance with clause 13.5 upon production of receipts in respect of the Repairs.

14 Legal Proceedings and Claims

- 14.1 If any loss or damage occurs in respect of a Vehicle and/or any Equipment or in respect of any third party or third-party property during the Hire Period, the Hirer shall:
- (a) promptly report such loss or damage to the Company;
 - (b) promptly report such loss or damage to the police if required by any applicable law;
 - (c) not make or give any offer, admission of liability, promise of payment, waiver, release, indemnity or settlement without the Company's prior written consent;
 - (d) allow the Company or its insurers at their own cost to conduct or settle any legal proceedings against a third party;
 - (e) allow the Company to claim in the Hirer's name under any applicable vehicle insurance, and the Hirer agrees to do everything that may reasonably be required to assist the Company in making such a claim including, without limitation, assigning the benefit of any applicable insurance to the Company;
 - (f) complete and furnish to the Company within a reasonable time any statement, information or assistance which the Company or its insurers may reasonably require including, without limitation, attending at a lawyer's office and at Court to give evidence for which the Hirer will be paid reasonable costs (including associated travel costs and any necessary accommodation costs); and
 - (g) forward to the Company any relevant claims or correspondence from third parties within 7 days of receipt.
- 14.2 Failure to do what is required under clause 14.1 may result in the Hirer being responsible for any resulting costs incurred by the Company.

15 Warranties and Indemnities

- 15.1 The Hirer warrants and represents to the Company that, as at the date of signing this Hire Agreement (and for the duration of the Hire Period), all information supplied by the Hirer in connection with the hire of the Vehicles and/or Equipment is true, complete and accurate in all respects.
- 15.2 The Hirer shall indemnify, and keep indemnified, the Company from and against all claims, actions, proceedings, damages, losses, costs, expenses or liabilities arising from, or in

connection with, a breach of the warranty and representation given by the Hirer in clause 15.1.

16 Personal Property Securities Act

16.1 The Hirer acknowledges and agrees that:

- (a) if, for any reason, the Company elects to register its security interest in the Vehicles and/or Equipment under the PPSA, the Hirer shall indemnify, and keep indemnified, the Company from and against all costs of doing so;
- (b) without prejudice to any of the Company's other rights, powers and remedies under the PPSA, the Company may, at any time, exercise any of the remedies available to it under the PPSA; and
- (c) the Company does not need to give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

17 Termination

17.1 Without prejudice to any of its other rights, powers and remedies under this Hire Agreement or at law, the Company may, at any time, and without notification, terminate this Hire Agreement and take immediate possession of the Vehicles and/ or Equipment following any material breach by the Hirer of its obligations under this Hire Agreement and that the Hirer is liable for those costs.

18 No Liability

18.1 The Company is not liable for any loss or damage to personal property left in any Vehicle, or any property received, handled or stored by the Company at any time before, during or after the Hire Period.

18.2 The Company is not liable for any direct, indirect, special, incidental or consequential loss or damage suffered by the Hirer or any other person due to any termination or breach of this Hire Agreement by the Company or arising out of any breakdown or other fault to a Vehicle and/or any Equipment whether caused by fair wear and tear or any reason whatsoever attributable to the Company or any third party during the Hire Period, and the Hirer hereby releases and indemnifies the Company from and against all claims, actions, proceedings, damages, losses, costs, expenses or liabilities arising from, or in connection with, any such breach or circumstance.

19 No Agency

No Hirer, Authorised Driver, driver or passenger of a Vehicle, shall be deemed to be an agent, servant or employee of the Company, and any express or implied provision in this Hire Agreement which creates, or may create, any such relationship is expressly excluded and negated so far as such exclusion and negation is lawful.

20 Special Conditions

In the event of any inconsistency arising between the Special Conditions and any other term, covenant or condition contained in this Hire Agreement, the Special Conditions shall prevail to the extent of the inconsistency.

21 General

21.1 The Hire Agreement is governed by, and shall be construed in accordance with, the laws of the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.

21.2 Any provision of this Hire Agreement, which is or becomes illegal, void or unenforceable in any respect shall be ineffective only to the extent of that illegality, voidness or unenforceability, and shall not affect the continued operation of the remaining provisions of this Hire Agreement.

21.3 The Hirer shall not assign, create any encumbrance in respect of, or dispose of, any of its rights and obligations under this Hire Agreement except with the prior written consent of the Company – which may be withheld in its absolute discretion.

21.4 This Hire Agreement may not be amended, modified or otherwise varied in any way except in writing signed by the parties.

21.5 No waiver or indulgence by any party to this Hire Agreement shall be binding on the parties unless it is in writing. No waiver of a breach of any term or condition of this Hire Agreement shall operate as a waiver of another breach of the same or any other term or condition of this Hire Agreement.

21.6 This Hire Agreement constitutes the entire agreement between the Company and the Hirer in relation to its subject matter and no earlier agreement, understanding or representation, whether oral or in writing, in relation to any matter dealt with in this Hire Agreement shall have any effect from the date of signing.

Signatures

.....)
Witness' Signature **HIRER INDIVIDUAL'S SIGNATURE**

.....)
Witness' Name **HIRER INDIVIDUAL'S NAME**

.....
DATE

