

## 1. Introduction

- 1.1 When the Client rents a Vehicle from the Hirer the contract (Hire Contract) the Client has with the Hirer consists of two separate documents. They are:
- (a) the agreement (Motor Vehicle Rental Agreement) the Client has signed to rent the Vehicle from the Hirer; and
  - (b) these Hire Terms and Conditions (Terms and Conditions).
- 1.2 The date of the Hire Contract is the date shown in the Hire Agreement.

## 2. Definitions

When the Client reads these Terms and Conditions the Client will see that there are a number of terms that occur regularly throughout this document. These words or phrases have a specific meaning each time they appear, and the Client should be familiar with them.

**Accident** means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; and
- (c) weather event, including hail Damage, that results in Damage or Third-Party Loss.

**Administrative Fee** means a fee of up to \$55 including GST for the administrative costs associated with the Client's hire.

**Authorised Driver** means any driver of the Vehicle who is approved by the Hirer and who is recorded on the Hire Agreement prior to the Start of the Hire.

**Client** means the person, whether it is an individual, a firm or company that rents the Vehicle from the Hirer and whose name is shown in the Hire Agreement.

**Commercial Vehicle** means a Vehicle that is a van, utility, truck or bus that is constructed and used for the carriage of goods or property or for the transport of more than 12 persons including the driver.

**Damage** means any damage to the Vehicle including its parts, components and accessories, towing and assessing fees and Loss of Use, and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.

**Damage Excess** means the amount, including GST, up to which the Client must pay the Hirer in the event of an Accident that causes Damage or Third-Party Loss, or the Vehicle has been stolen.

**End of the Hire** means the date and time shown in the Hire Agreement or the date and time the Vehicle is returned to the Hirer, whichever is the later.

**GPS Device** means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities.

**Hire Charges** means the charges payable for renting the Vehicle from the Hirer together with GST and any other taxes or levies which are all fully set out in the Hire Agreement.

**Hire Location** means T-Ranz Rentals Premises in Sydney, Canberra, Melbourne and Brisbane.

**Hire Period** means the period commencing at the time shown in the Hire Agreement and concluding at the End of the Hire.

**Hirer** means Rans Complete Solutions Pty Ltd trading as T-Ranz Rentals 95 169 704 545.

**Loss of Use** means the Hirer loss calculated on a daily basis at the daily rate shown in the Hire Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

**Major Breach** means a breach of any of clauses 4.1, 4.2, 4.3, 4.4, 5.1, 5.2, 5.3, 6.1, 6.2, 6.3, 7.10, 7.11 or 7.12 that causes Damage, theft of the Vehicle or Third Party Loss; or clauses 13.3, 13.4 or 13.5 that prevents the Hirer from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

**Off Road** means any area that is not a sealed road or an unsealed road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

**Overhead Damage** means:

- (a) damage at or above the level of the top of the front windscreen of the Vehicle; or
- (b) Third Party Loss, caused by:
  - (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
  - (ii) objects being placed on the roof of the Vehicle; or
  - (iii) the Client or any person standing or sitting on the roof of the Vehicle.

**Start of the Hire** means the date and time that the hire commences as shown in the Hire Agreement.

**Third Party Loss** means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

**Underbody Damage** means any damage to the Vehicle caused by an impact to the underside of the Vehicle by an impact with the road or any obstruction that does not arise as result of an impact with another vehicle.

**Unsealed Road** means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

**Vehicle** means the Vehicle described in the Hire Agreement and includes its parts, components and accessories, including, the GPS unit and all Vehicle entertainment units including DVD players, radio and stereo units.

## 3. Hire

The Hirer agrees to hire Vehicle/s to the Client. The Client must complete and sign a Motor Vehicle Rental Agreement and such other documents as the Hirer may require. Each Motor Vehicle Rental Agreement is not a separate contract but forms a part of this hire document between the Hirer and the Client, together with any facility applications, guarantee or other contractual documents. The Hirer may in its absolute discretion terminate this document and/or decline to hire Vehicle/s to the Client at any time.

**THE CLIENT IS ONLY THE BAILEE OF THE VEHICLE/S. THE CLIENT MUST NOT CLAIM ANY RIGHT OR TITLE TO IT.**

## 4. Quotations and Agreement

4.1 A written quotation issued by the Hirer to the Client is an offer to sell and overrides the Hirer's prevailing price list, if any. A written quotation expires on the date specified as an expiry date. If no expiry date is specified, the written quotation expires thirty (30) days after the date of the written quotation.

4.2 The Hirer may withdraw, revoke or vary a written quotation at any time prior to the Client submitting an order which accepts the offer to sell comprised by the written quotation.

4.3 The price quoted is subject to the Client ordering all of the Services described in the quotation. If the Client does not order all of the Services described in the quotation then the Hirer reserves the right to revise the pricing of the Services ordered, and the Client shall pay the revised price as invoiced by the Hirer.

4.4 All quotation include but are not limited to full insurance with standard excess, roadside assist and GST.

4.5 The price of the Services in the agreement may be increased or changed by the Hirer if:

- (a) supply of the quoted Services does not start within thirty (30) days after acceptance of the quotation;
- (b) supply under the agreement is stopped or suspended for more than thirty (30) days;
- (c) supply under the agreement is changed in any way before, during or after commencement of supply, including but not limited to re-design of the project, the start date of supply, the completion date of supply and the agreed rate of supply; or
- (d) supply under the agreement has not been completed within twelve (12) months of the date of the quotation.

4.6 Where in the period between acceptance of the quotation and delivery of the Services, the Hirer incurs an increase in the cost of producing and/or delivering the Services, the Hirer may increase the quoted price of those Services at any time prior to delivery.

## 5. Who may drive the Vehicle?

5.1 Only the Client or an Authorised Driver can drive the Vehicle. It is a Major Breach of the Hire Contract if the Client lets anyone who is unauthorised drive the Vehicle. If there is a Major Breach of the Hire Contract there is no cover for the Client, the Authorised Driver or the unauthorised driver for any Damage or Third-Party Loss.

5.2 The Hirer set a minimum and maximum age limits for those renting Hirer Vehicles. The Client and any Authorised Driver must be at least twenty-three (23) and not over seventy-five (75) years of age and have no less than twelve (12) months driving experience, unless the Hirer has agreed to a variation of those restrictions before the Start of the Hire and it is shown in the Hire Agreement.

5.3 The Client and any Authorised Driver must also have a valid licence to drive the class of Vehicle which is issued in an Australian state or territory or an international licence (with a translation into English if it is not issued in English) appropriate for the class of the Vehicle and not subject to any restriction or condition. Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle.

5.4 The Vehicle must not be driven if the Client's licence or the licence of any Authorised Driver has been cancelled within two (2) years of the date of the Hire Agreement.

## 6. Prohibited Use

6.1 The Vehicle must not be driven by the Client or any Authorised Driver if:

- (a) the Client or any Authorised Driver is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law, including a zero limit if the Vehicle is used to supply a commercial passenger service;
- (b) is driving recklessly or dangerously; or
- (c) whilst the Vehicle is damaged or unsafe.

6.2 The Client and any Authorised Driver must not use the Vehicle:

- (a) for any illegal purpose;
- (b) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
- (c) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
- (d) in an unsafe or un-roadworthy condition.

6.3 The Client and any Authorised Driver must not:

- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
- (b) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
- (c) modify the Vehicle in any way;
- (d) sell, rent, lease or dispose of the Vehicle; or
- (e) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

6.4 The Client and any Authorised Driver must not use the Vehicle:

- (a) to transport any pets or animals except assistance animals;
- (b) to carry passengers for hire, fare or reward or for rideshare purposes; or
- (c) to carry more than the number of passengers for which the Vehicle is licensed.

6.5 The Client and any Authorised Driver must not:

- (a) use a mobile phone:
  - (i) to make or receive a phone call, perform any audio function or as a navigational device, unless the Vehicle is stationary, and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
  - (ii) to send a text message, video message, email or similar communication unless the Vehicle is parked; or
- (b) use the DVD player whilst the Vehicle is in motion or stationary, but not parked.

6.6 The Client and any Authorised Driver must not smoke in the Vehicle and the Client must prevent any passenger from doing so. Additional cleaning and deodorising costs must be paid if there is a breach of this clause.

## 7. Where the Vehicle can and cannot be used

7.1 The Vehicle must never be driven on an Unsealed Road or Off-road.

7.2 The Vehicle must not be used in any area that is prohibited by the Hirer. Prohibited areas include:

- (a) roads that are prone to flooding or are flooded;
- (b) beaches, streams, rivers, creeks, dams and floodwaters;
- (c) any road where the police or an authority has issued a warning;
- (d) any road that is closed; and
- (e) any road where it would be unsafe to drive the Vehicle.

7.3 The Vehicle must never be driven or used interstate unless the Client has the Hirer's prior written permission prior to the Start of the Hire, and it is noted on the Hire Agreement.

## 8. Client Obligations

8.1 A non-refundable booking deposit ranging from \$50 to \$200 according to the class of Vehicle applies to the Client's Hire.

8.2 At the Start of the Hire and before collecting the Vehicle the Client must:

- present the Client's driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by the Hirer; and
- inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Hire Agreement.

(c) pay the Security Bond which the Hirer will debit from the Client credit card.

8.3 The Bond is fully refundable to the Client at the End of the Hire provided that:

- all amounts due to the Hirer under the Hire Contract have been paid;
- the Vehicle has been returned to the Hire Location at the date and time set in the Hire Agreement;
- there is no Damage or Third-Party Loss;
- the exterior and interior of the Vehicle are clean;
- the Vehicle has a full tank of fuel; and
- there has not been a Major Breach of the Hire Contract, and the Hirer reserves the right to retain all or part of the Bond if there is a breach of any of these conditions.

8.4 The primary credit card holder must be present at the Start of the Hire and for shorter rentals the Hirer may also pre-authorise the Client's credit card for the anticipated Hire Charges.

8.5 For longer term rentals (one week or more) the Client and any Authorised Driver must on a weekly basis:

- check the oil and radiator water levels;
- check the tyres (visually) for wear and correct inflation;
- check the indicators, brake lights, headlights and the tail lights for correct operation; and
- wash and clean the Vehicle.

8.6 At the End of the Hire the Client must:

- return the Vehicle in the same mechanical condition it was in at the Start of the Hire, fair wear and tear excepted;
- return the Vehicle accessories such as the GPS unit, DVD players and radio/stereo units, in the same condition they were in at the Start of the Hire, fair wear and tear excepted;
- pay the balance of the Hire Charges (if any), including any adjustment for extra kilometres;
- pay the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
- pay for any Damage to the Vehicle accessories such as the GPS unit, DVD players and radio/stereo units that is not fair wear and tear;
- pay any costs the Hirer incur, including extra cleaning costs under clauses 6.4(a) (because pets or animals have been carried), 6.6 (because the Client or a passenger has smoked in the Vehicle), or 8.4(d) (because the Client or the Authorised Driver have not washed and cleaned the Vehicle weekly) in reinstating the Vehicle to the same condition it was in at the Start of the Hire, fair wear and tear excluded;
- pay for all Damage arising from a Major Breach of the Hire Contract;
- pay for all Overhead Damage;
- pay for all Underbody Damage; and
- pay for any Damage caused by the immersion of the Vehicle in water.

8.7 The Client and any Authorised Driver must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.

8.8 If the Hirer pay for any tolls, fines or infringements incurred by the Client during the Hire Period the Hirer will charge the Client an administrative fee for all such payments as well as charging the Client for the toll, fine or infringement.

8.9 The Client must comply with all mandatory seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened;

8.10 The Client must also comply with all child restraint laws and ensure that for all children under the age of seven (7) years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted

8.11 The Client and any Authorised Driver must make sure that the Vehicle is locked when not in use or unattended and the keys or remote-control device must be kept in the Client's possession, or that of any Authorised Driver, at all times.

8.12 The Client and any Authorised Driver must take reasonable care of the Vehicle by:

- preventing it from being damaged;
- making sure that it is protected from the weather;
- maintaining the engine and brake oils and coolant level and tyre pressures and checking these no less than on a weekly basis;
- using the correct fuel type; and
- making sure it is not overloaded.

8.13 If during the Hire Period the Vehicle develops a fault the Client must inform the Hirer immediately and not drive the Vehicle unless the Hirer have authorised the Client to do so. The Client must not let anyone else repair or work on the Vehicle, tow the Vehicle or salvage it without the Hirer's prior written authority to do so. Where the Hirer has given the Client prior authority the Client must keep and produce to the Hirer the original tax invoices and receipts for any repairs, towing or salvage and the Client will be reimbursed only if these expenses have been authorised by the Hirer. Any entitlement to reimbursement is subject to there being no Major Breach of the Hire Contract.

## 9. Hirer obligations

9.1 The Hirer will provide the Client with a Vehicle that is of acceptable quality and in good working order.

9.2 If the Vehicle breaks down during the Hire Period because of the Hirer's negligence the Hirer will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired, the Hirer will use best endeavours to provide a replacement Vehicle where one is available.

9.3 If the Vehicle breaks down, subject to the Australian Consumer Law, the Hirer is not responsible for:

- flights the Client may have missed;
- holiday plans that are disrupted;

- loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes or bushfires;
- loss of enjoyment; or
- consequential or economic loss.

## 10. Damage Cover

10.1 Damage Cover is included in the Hire Charges and the Client may purchase at extra cost additional Damage Cover that reduces the amount of the Damage Excess.

10.2 If the Client and any Authorised Driver are twenty-five (25) years of age or older, hold a driver's licence issued in an Australian state or territory and have a minimum of two (2) years' driving experience, the standard Damage Excess payable is:

- \$3,000 for cars, vans, including Commercial Vehicles and minibuses for the transport of twelve (12) and (14) persons; and
- \$5,000 for heavy Commercial Vehicles, including buses for the transport more than fourteen (14) persons.

10.3 If the Client or any Authorised Driver are 23 or 24 years of age, hold a driver's licence issued in an Australian state or territory and have a minimum of two (2) years' driving experience, the Damage Excess payable is \$4,500 for all classes of Vehicle.

10.4 If the Client and any Authorised Driver are twenty-five (25) years of age or older, hold an international driver's licence and have a minimum of two (2) years' driving experience, the standard Damage Excess payable is: \$5,000.

10.5 Subject to these Terms and Conditions if the Client or any Authorised Driver has an Accident or if the Vehicle is stolen the Hirer will indemnify the Client for the theft, any Damage or Third Party Loss but the Client must pay up to the Damage Excess for each Accident or theft unless the Hirer agree that the Client was not at fault and the other party's insurance company accepts liability. The obligation to pay the Damage Excess applies even if the Client has travel or rental vehicle excess insurance.

10.6 There is no Damage Cover, and the Client and any Authorised Driver are liable for:

- Damage or Third Party Loss arising from:
  - a Major Breach of the Hire Contract; or
  - the use of the Vehicle by any driver who is not an Authorised Driver;
- Overhead Damage;
- Underbody Damage; and
- Damage caused by immersion of the Vehicle in water.

10.7 There is no Damage Cover for personal items that are left in or stolen from the Vehicle.

10.8 There is no Damage Cover for property belonging to or in the custody of:

- the Client;
- any relative, friend or associate of the Client's ordinarily residing with the Client or with whom the Client ordinarily reside;
- any relative, friend or associate of an Authorised Driver; or
- the Client's employees.

## 11. Hire Period, costs and charges

11.1 The Hire Agreement shows:

- the Hire Period for which the Client have hired the Vehicle; and
- the Hire Charges.

11.2 All payments by credit card incur a 3% surcharge.

11.3 Shorter Term Hires (less than twenty-eight (28) days)

(a) Payment of the Hire Charges by Debit Card or cash is subject to the Client's completion and the Hirer acceptance of an application for cash hire before the Start of the Hire.

(b) At the Start of the Hire the Client must pay the anticipated Hire Charges, less the deposit paid.

(c) A failure to pay the Hire Charges will incur a late fee of up to \$10 per day and roadside assistance and any other benefits under the Hire Contract are not available whilst any portion of the Hire Charges is unpaid.

11.4 Longer Term Hires (twenty-eight (28) days or more)

(a) The minimum Hire Period for longer term hires is twenty-eight (28) days and the Hire Period is automatically renewed for a further twenty-eight (28) days at the expiration of each twenty-eight (28) day Hire Period and subject to these Terms and Conditions continues until terminated pursuant to clause 10.1(d).

(b) At the Start of the Hire and before collecting the Vehicle in addition to the Client's obligations under clause 8.2 the Client must pay seven (7) days' Hire Charges in advance at the rate shown on the Hire Agreement.

(c) During the Hire Period, at weekly intervals the Client must pay the Hirer by Direct Debit, credit card, online transfer or Electronic Funds Transfer:

- the Hire Charges for the next seven (7) days in advance; and
- all amounts paid or payable arising out of the Client's use of the Vehicle or imposed on the Client or the Hirer by any regulatory or other competent authority, such as parking infringements, speeding and traffic fines.

(d) Either party may terminate the Hire Contract by providing the other party with a written notice of their intention to do so, such notice to be received not less than twenty-eight (28) days prior to the expiration of the twenty-eight (28) day Hire Period.

(e) Unpaid Hire Charges will incur a late payment fee of up to \$10 per week, and if the Client default in payment for seven (7) days or more, upon reasonable notice the Hirer may repossess the Vehicle.

11.5 End of the Hire

(a) For shorter term hires the Client must return the Vehicle at the End of the Hire Period on the date and by the time shown in the Hire Agreement. If the Client require the Vehicle for longer than the Hire Period, the Client must notify the Hirer at least twenty-four (24) hours prior to the expiration of the Hire Period.

(b) For longer term hires of twenty-eight (28) days or more, the Vehicle must be returned by no later than the last day of the termination notice period in clause 10.4(d).

(c) If the Client fails to return the Vehicle, the Hirer may recover the Vehicle by lawful means if its location is known, but if it is unknown, after making reasonable attempts to contact the Client, the Hirer will report the Vehicle as stolen to the Police.

(d) If the Client returns the Vehicle:

- more than one (1) hour after the time set for its return in the Hire Agreement the Hirer will charge the Client \$25 per hour up to one (1) full day's hire and a further full day's hire at the standard rate for each twenty-four (24) hour period or part thereof until the Vehicle is returned to the Hirer; and
- at any time other than during the Hirer's normal business hours the Client are liable for and must pay:

- the daily Hire Charges; and

## II. Damage to the Vehicle and Third Party Loss,

until the Hire Location next opens for business a final inspection of the Vehicle has been conducted.

(e) If it is not possible to conduct an inspection of the Vehicle with the Client at the end of the Hire Period, the Hirer will use their best endeavours to confirm the condition of the Vehicle with the Client within four (4) working hours of the final inspection.

(f) A daily limit of 200 kilometres (calculated over the Hire Period) applies unless the Client has the Hirer's prior written approval to have this fee waived and it is noted on the Hire Agreement. For each day the Client exceed that limit incur an additional fee of thirty-five cents (35c) per kilometre will incur.

(g) At the End of the Hire the Client must also pay for all amounts owing pursuant to clause 7.3 and any moneys owed to the Hirer thereafter accrue interest at the rate of 10% per annum commencing fourteen (14) days after the End of the Hire. Any amount payable under the Hire Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to the Client as soon as practicable.

### 11.6 Credit card authority

If any amount is due to the Hirer or remains unpaid, including:

- for tolls;
- speeding and traffic fines and infringements;
- fines or charges imposed for parking;
- extra cleaning costs
- refuelling costs; or
- the Damage Excess payable under clause 9, the Client authorises the Hirer to debit the Client's credit card with that amount within a reasonable time after the End of the Hire.

## 12. Cancellation

If the Client's booking is cancelled within forty-eight (48) hours prior to the Start of the Hire, or the Client fail to notify the Hirer of the Client's intended cancellation prior to the Start of the Hire, the Client will be charged the hire charges for the Hire Period as booked unless the Hirer are able to hire the Vehicle to another hirer for an equivalent term and rate.

## 13. Servicing and Maintenance

13.1 It is the Hirer's responsibility to keep the Vehicle regularly serviced. If the Hire Period is more than twenty-eight (28) days, the Client must take the Vehicle to the Hirer's nominated service agency at no less than 5,000 kilometre intervals at a time and on the date and at the location notified to the Client or on another day and time as the Hirer shall mutually agree. If the Client fails to attend a service appointment any charges the Hirer incurs will be passed onto the Client.

13.2 The Hirer will pay for the service, parts, tyres and any other issues with the Vehicle providing that these issues were not caused by the Client or any Authorised Driver.

13.3 To ensure the Vehicle is properly maintained, at intervals of no less than fourteen (14) days, the Client must photograph the Vehicle's odometer and email the photo to info@t-ranz.com.au or text it to 0404 441 630.

## 14. Accidents or breakdowns

14.1 Twenty-four-hour roadside assistance is provided free of charge and the Client must contact the service provider, NRMA Roadside Assistance, on 1300 369 349 and quote the registration number to arrange that assistance. Provided there has not been a Substantial Breach the Hirer roadside assistance provider will supply all practical assistance as soon as practicable.

14.2 The Hirer is not responsible for:

- use of the incorrect fuel type;
- a flat battery because the lights or entertainment systems have been left on;
- tyre changing;
- lost keys or remote control device; or
- keys or remote control device locked in the Vehicle, and extra charges will apply if any of these services are provided at the Client's request.

14.3 If the Client or an Authorised Driver has an Accident or if the Vehicle is stolen, the Client must report the Accident or theft to the Hirer within twenty-four (24) hours of it occurring and fully complete an Accident/Theft report form.

14.4 If the Vehicle is stolen or if the Client or an Authorised Driver of the Vehicle has an Accident where:

- any person is injured;
  - the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
  - the other party appears to be under the influence of drugs and/or alcohol;
- the Client or the Authorised Driver must also report the theft or Accident to the Police.

14.5 If the Client or an Authorised Driver has an Accident the Client or the Authorised Driver must:

- exchange names and addresses with the other driver;
- obtain the names, addresses and phone numbers of all witnesses;
- not make any admission of fault or promised to pay the other party's claim or release the other party from any liability;
- forward all third party correspondence or court documents to the Hirer within seven (7) days of receipt; and
- co-operate with the Hirer in the prosecution of any legal proceedings that the Hirer may institute or defence of any legal proceedings which may be instituted against the Client or the Hirer as a result of an Accident, including attending the Hirer lawyer's office or any Court hearing.

## 15. Consequences of a Major Breach of the Hire Contract

15.1 If the Client or any Authorised Driver:

- commit a Major Breach of the Hire Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
- drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, including the Division 6 of the Crimes Act 1900 (NSW), or equivalent legislation in other states (where the Client has the Hirer's prior permission to take the Vehicle interstate) has occurred, the Client and any Authorised Driver:
  - have no Damage Cover;
  - are liable for all Damage, theft of the Vehicle and Third-Party Loss; and
  - are liable for and must pay any additional costs or expenses the Hirer incur as direct consequence thereof.

15.2 Acting reasonably, the Hirer may terminate the Hire Contract and take immediate possession of the Vehicle if a breach of any part of clause 15.1 has occurred.

## 16. Privacy

16.1 All emails, documents, images or other recorded information held or used by the Hirer is Personal Information, as defined and referred to in clause 16.3, and therefore considered Confidential Information. The Hirer acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part 11C of the Act being Privacy Amendment (notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA") under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). The Hirer acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information held by the Hirer that may result in serious harm to the Client, the Hirer will notify the Client in accordance with the Act and/or GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.

16.2 Notwithstanding clause 16.1, privacy limitations will extend to the Hirer in respect of Cookies where transactions for purchases/orders transpire directly from the Hirer's website. The Hirer agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:

- IP address, browser, email Client type and other similar details;
- tracking website usage and traffic; and
- reports are available to the Hirer when the Hirer sends and email to the Client, so the Hirer may collect and review that information ("collectively Personal Information").

In order to enable/disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable/disable the Cookie's first by selection the option to enable/disable provided on the website prior to proceeding with a purchase/order via the Hirer's website.

16.3 The Client agrees for the Hirer to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B., occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by the Hirer.

16.4 The Client agrees that the Hirer may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

- to assess an application by the Client; and/or
- to notify other credit providers of a default by the Client; and/or
- to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or
- to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.

16.5 The Client consents to the Hirer being given a consumer credit report to collect overdue payment on commercial credit.

16.6 The Client agrees that personal credit information provided may be used and retained by the Hirer for the following purposes (and for other agreed purposes or required by law from time to time):

- the provision of Services; and/or
- analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
- processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- enabling the collection of amounts outstanding in relation to the Services.

16.7 The Hirer may give information about the Client to a CRB for the following purposes:

- to obtain a consumer credit report;
- allow the CRB to create or maintain a credit information file about the Client including credit history.

16.8 The information given to the CRB may include:

- Personal Information as outlined in 16.3 above;
- name of the credit provider and that the Hirer is a current credit provider to the Client;
- whether the credit provider is a licensee;
- type of consumer credit;
- details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Hirer has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payment);
- information that, in the opinion of the Hirer, the Client has committed a serious credit infringement;
- advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

16.9 The Client shall have the right to request (via email) from the Hirer:

- a copy of the Personal Information about the Client retained by the Hirer and the right to request that the Hirer correct any incorrect Personal Information; and
- that the Hirer does not disclose any Personal Information about the Client for the purpose of direct marketing.

16.10 The Hirer will destroy all Personal Information upon the Client's request (via email) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

16.11 The Client can make a privacy complaint by contact the Hirer via email. The Hirer will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

## 17. Title and Personal Property Securities Act 2009

17.1 Notwithstanding the delivery of the Vehicle or part thereof the Vehicle remain the sole and absolute property of the Hirer as full legal and equitable the Hirer until such time as the Client shall have paid the Hirer the full purchase price together with the full price of any other Vehicle the subject of any other agreement with the Hirer.

17.2 The Client acknowledges that it receives possession of and holds Vehicle delivered by the Hirer solely as bailee for the Hirer until such time as the full price thereof is paid to the Hirer together with the full price of any other Vehicle then the subject of any other agreement with the Hirer and that a fiduciary relationship exists between the Hirer and the Client.

17.3 Until such time as the Client becomes the Hirer of the Vehicle, it will;

- (a) store them on the premises separately;
- (b) ensure that the Vehicle are kept in good and serviceable condition;
- (c) secure the Vehicle from risk, damage and theft; and
- (d) keep the Vehicle fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of the Client.
- (d) if the Vehicle are processed or commingled with or made an accession to other Vehicle by the Client, the Client shall record and make available to the Hirer on request the record of the date of the processing, or commingling or accession and hold the product, or mass or whole in a way that clearly indicates the Hirer's title to the product, or mass or whole.
- (e) the Client shall not deal with the Vehicle, either in their original state or as part of a product, mass or whole, for a consideration of less value than the amount necessary to discharge the Client's liability to the Hirer in full for or in relation to the Vehicle and shall retain the consideration or other proceeds of the Vehicle separate from all other property of the Client and in a manner, which clearly identifies it as such consideration or other proceeds of the Vehicle, product, mass or whole (unless otherwise agreed in writing by the Hirer).

17.4 By accepting the Supply the Client agrees that:

- (a) a Security Interest is created in favour of the Hirer within the meaning of the PPSA in:
  - (i) the Vehicle;
  - (ii) the proceeds of sale of the Vehicle;
  - (iii) any other property, to which the Vehicle become an accession or with which they are commingled;
  - (iv) any product or mass, of which the Vehicle become a part by manufacture, process, assembly or commingling.
- (b) the Security Interest secures:
  - (i) the Client's obligation to pay for the Vehicle, and
  - (ii) any and all other obligations of the Client to pay money or money's worth (including costs, expenses, damages or losses) for the benefit of the Hirer now or in the future or from time to time under this agreement.
- (c) to the extent the Hirer's Security Interest secures the Client's obligation to pay for any of the Vehicle, it constitutes as a PMSI;

17.5 With respect to the Hirer's Security Interest while it is retained by the Hirer, the Client:

- (a) will when called upon by the Hirer sign any further documents or provide any further information which the Hirer may reasonably require to register a financing statement or financing change statement on the Personal Properties Security Register ("PPS Register"), or in connection with the issue of a verification statement;
- (b) will not register or apply to register a financing statement or financing change statement which is in any way connected with the Vehicle (or any accession, mass or product, of which they form part) without the Hirer's prior written consent, which may be given or withheld at the Hirer's absolute discretion;
- (c) will pay any costs or, expenses or losses incurred by the Hirer and keep the Hirer indemnified against any loss, damage or liability to third parties incurred in relation to:
  - (i) registering or seeking the release of any document relating to the Hirer's Security Interest on the PPS Register; or
  - (ii) enforcing the Hirer's security Interest (including its legal costs, on a solicitor-client basis);
- (d) will give the Hirer at least fourteen (14) days written notice of any proposed change in its name, contact details, place of incorporation, address, location, nature of business, Hierarchy, or business practice; and
- (e) it irrevocably appoints the Hirer to be the Client's attorney to do anything which the Client agrees to do under these Terms and Conditions and anything which the attorney thinks desirable to protect the Hirer's Security Interest and the Client will take all steps required to ratify anything done by the attorney under this clause.

17.6 To the extent permitted by law, the Client waives its right to notices as a grantor under section 157 of the PPSA; acknowledging, that the collateral, subject of the Hirer's Security Interest is properly described as commercial property. To the extent that they impose any obligation on the Hirer or grant any right to the Client and section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121(4), 125, 130, 132 (3), 132 (4), 135, 142, and 143 of the PPSA do not apply to this agreement or the Hirer's security interest in the Vehicle. To the extent, that Part 4.3 of the PPSA imposes any obligation on the Hirer or grants any right to the Client and s.115(7) permits, its application pursuant to s.116(2) is excluded.

17.7 Notwithstanding the payment by the Client of part or all of the price relating to the Vehicle, any proceeds or other property in which the Hirer's Security Interest will continue to exist in the Vehicle, any Proceeds of the Vehicle or other property, in which the Hirer's Security Interest may apply (by operation by operation of these Terms and Conditions or statute) until the Hirer's Security Interest is discharged in writing by the Hirer.

17.8 The Client will not do, or omit to do, nor allow to be done or omitted to be done, anything which might adversely affect the Hirer's Security Interest.

17.9 If the Client sells the Vehicle, either in their original state or as part of a product, mass or whole to its Clients, the Client, in its position as a fiduciary, assigns to the Hirer and authorises the Hirer to sue in its name to recover the benefit of any claim against its Clients for the price of the Vehicle, the product, mass or whole, and, in addition to its obligations under the PPSA, it shall hold on trust for the Hirer and account to the Hirer for the consideration and all proceeds received in relation to the Vehicle, product, mass or whole.

17.10 This clause shall apply even though the Hirer may give credit to the Client.

17.11 Without limiting the rights or remedies available to the Hirer under these Terms and Conditions, statute (including under the PPSA) or other law, if the Client;

- (a) (being a natural person) commits an act of bankruptcy;

(b) (being a corporation) does anything which entitles anyone to apply to wind up the Client or is subject to the appointment of an administrator or liquidator or receiver or controller or receiver and manager; or  
(c) breaches any of these "Terms and Conditions", (each of which is hereafter referred to as 'an act of default'), the Hirer may take possession of and retain, resell or otherwise dispose of the Vehicle or any product, mass or whole, of which they form part.

17.12 To the extent permitted by law, in the event of any such act of default, the Client authorises the Hirer to enter premises where the Vehicle may be located to take possession of the Vehicle or any product, mass or whole, of which they form part without notice to the Client. The Client shall indemnify the Hirer against all claims arising out of the entry by the Hirer into premises to take possession of the Vehicle or any product, mass or whole, of which they form part.

## 18. Default

Upon the occurrence of default by the Client in compliance with these terms or any other agreement with the Hirer;

18.1 The Hirer may at its discretion withhold further supplies of Vehicle or cancel this agreement, or vary the terms of this agreement without prejudice to its rights hereunder **PROVIDED HOWEVER** that the Hirer may at any time and from time to time upon such terms as it may determine waive any of its rights under this Clause, but without prejudice to its rights thereafter of any of the events hereinbefore referred to or upon the continuation after any such waiver of any state of affairs the subject of such waiver.

18.2 The Hirer may at its discretion cancel any credit facility provided to the Client and all monies due on all invoices issued to the Client but not paid shall be due and payable forthwith. The Hirer need not give any notice of the cancellation of the credit facility to the Client.

18.3 The Client shall pay to the Hirer interest at the rate of 2.5% per month on daily balances in respect of any amounts as may from time to time be overdue until paid and such money together with all interest shall be recoverable forthwith from the Client.

18.4 Without prejudice to any other right or remedy the Client shall indemnify the Hirer against any costs fees charges and disbursements charged by any solicitor engaged for the purpose of the collection or recovery of moneys due and payable by the Client to the Hirer on an indemnity basis, and any fees, charges, disbursements or commissions liable to be paid to or charged by any mercantile agency or debt collecting firm engaged for collection of moneys due and payable by the Client.

18.5 The Client shall pay to the Hirer an administration fee of \$50.00 on the occurrence of every event of default.

## 19. Charge and Security Interest

19.1 The Client hereby charges with payment of any indebtedness to the Hirer all legal and beneficial interest (freehold or leasehold) in land and property, other than Personal Property to which the Personal Property Securities Act 2009 applies, held now or in the future by the Client and upon non-payment of any monies due to the Hirer pursuant to this Agreement the Hirer may take possession of such land or property and exercise and do all or any acts, powers and authorities vested in or given to mortgagees by any statutory provision or at common law or in equity. The Client agrees that if demand is made by the Hirer, the Client receiving such a demand will immediately execute a mortgage (incorporating the covenants contained in Memorandum No.Q860000 registered at the Land Titles Office in Sydney) or other instrument of security, or consent to a caveat, as required, and against the event that the Client fails to do so within a reasonable time of being so requested, the Client hereby irrevocably and by way of security, appoints any credit manager or solicitor engaged by the Hirer to be its true and lawful attorney to execute and register such instruments. Notwithstanding any other provision in this clause and in addition thereto the Hirer may lodge a caveat noting the interest given by this charge on the title of any property of the Client whenever it so wishes.

19.2 The Client grants a security interest to the Hirer in all of its present and after acquired property and in all of its present and future rights in relation to any personal property as defined in the Personal Property Securities Act 2009.

## 20. Other general provisions

20.1 The Hire Contract is governed by the laws of the state or territory in which the Hire Located is situated and Client agree that courts in that state or territory have non-exclusive jurisdiction to determine any dispute that arises between the Client and the Hirer.

20.2 The Australian Consumer Law provides the Client with rights that are not affected by the Hire Contract and any provision in this contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.

20.3 Hirer may fit a GPS Device to the Vehicle to enable the Hirer to track the Vehicle while it is out of the Hirer's possession. When the Client signs these Terms and Conditions the Client authorises the Hirer to use the GPS Device to track the Vehicle until it is returned to the Hirer.