

VEHICLE RENTAL AGREEMENT TERMS AND CONDITIONS

This is an Agreement between the prospective (Customer / Hirer) identified on page 1 (you) and Daikel Pty Ltd atf Daikel Trust trading as Fleetspec Hire (the Company) to rent the Vehicle described on page 1, including all Accessories, Tools, Tyres and Equipment and any replacement vehicle (the Vehicle).

1. VEHICLE CONDITION AND RETURN

The vehicle is delivered to you in good operating condition and with the seal of the odometer unbroken. You agree to return the Vehicle in the same condition (save for ordinary wear and tear) together with all Tools, Tyres, Accessories and Equipment to the location specified on page 1 and on the date there specified (or sooner, if demanded by the Company. Notwithstanding the above, you agree to be liable for any windscreen damage. The Company may terminate this Agreement and take possession of the Vehicle without demand and at your expense, if it is illegally parked, used in violation of the law, if any term of this Agreement is breached, or if the Vehicle is apparently abandoned. If the seal of the odometer is broken the persons responsible will be reported to the appropriate authority and you are responsible for extra charges based on 500 kilometres per day at 50c-per kilometre. Note: the Company must be notified and agree to any extension of the period of hire beyond that stated on Page 1 of this Agreement.

2. UNAUTHORISED AND PROHIBITED USE

Persons who must not drive the Vehicle:

- A person who is not licensed for that class of vehicle.
- A person whose blood alcohol concentration exceeds the lawful percentage in relation to that person.
- A person whose driver's license has been cancelled, endorsed or suspended within the last three years.
- A person who has held a driver's license for less than two years.

Circumstances in which and/or for which the vehicle must not be used:

- To carry persons for hire or to carry any inflammable, explosive or corrosive materials.
- To carry any greater load and/or more persons than is lawful.
- For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.
- In a dangerous manner.
- In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose.

3. FINANCIAL OBLIGATIONS

Special Note: Joint Hirers and all drivers are jointly and severally responsible under this agreement.

YOU ARE RESPONSIBLE FOR AND BY ENTERING INTO THE AGREEMENT ON PAGE 1 YOU AUTHORISE THE COMPANY TO DEBIT YOUR CREDIT CARD/ DEPOSIT (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES.

- All rental charges specified on Page 1 of each Vehicle Rental Agreement.
- All charges claimed from the Company in respect of parking or any other traffic violations incurred during the period of hire or until such later time as the Vehicle is returned to the Company.
- All charges for repair to the Vehicle, loss of use calculated at the daily hire rate until such time as the Vehicle is returned in a condition suitable for re-hire, debt collection costs, assessment fees, towing and recovery, storage and company service charges where:
 - Any condition of this Agreement, and in particular condition 2, above, or any special condition on Page 1 has been breached;
 - The Vehicle is involved in a single vehicle accident or, subject to clause 4 below, a multiple vehicle accident;
 - The Vehicle is damaged as a result of vandalism or unexplained or inadequately explained causes;
 - The underbody of the Vehicle is damaged regardless of cause when no other vehicle is involved;
 - The Vehicle is totally or partially immersed in water regardless of cause;
 - The interior of the Vehicle is damaged regardless of cause when no other vehicle is involved;
 - The tyres of the Vehicle are damaged other than by normal wear;
 - The Vehicle is damaged by driving it under or into an object lower than the height of the Vehicle;
 - You have failed to maintain all fluid and fuel levels or failed to immediately rectify or report to us any defect of which you become aware;
 - The Vehicle is damaged by loading or unloading, other than normal wear.
- In the event that the Vehicle is damaged and written off, and there is a shortfall between the amount received by an insurer in relation to the Vehicle and the amount owing pursuant to any finance agreement in relation to that Vehicle, subject to the provisions of the Loss/Damage Waiver below, you agree to pay that shortfall.
- You agree to charge any real property that you own, now or in the future, in favour of the Company to secure your obligations pursuant to the provisions of this Agreement.

Special Note: If you have paid by use of a credit card or directed the Company to bill charges to some other person, corporation, firm or organisation who or which fails to make payment when due, you will immediately pay the full amount due to the Company on demand.

4. LOSS/DAMAGE WAIVER

Subject to the provisions below, if you act within the terms and conditions of this Agreement the Company will grant a loss/damage waiver in relation to the Vehicle and indemnify you in relation to any liability for any damage to any other motor vehicle involved in that accident, but not in relation to any other property damaged or losses suffered as a result of the accident, if the Vehicle is involved in a multiple vehicle accident. This cover is subject to each of the following:

- Your payment of the Minimum Payment for Damage/Loss of Use stated on Page 1
- The driver of the Vehicle not having acted in any manner which is in contravention of this Agreement or any law or regulation.

- The Vehicle being driven on a sealed road, regardless of whether written authorisation has been granted for the Vehicle to be driven on unsealed roads.
- The Customer and the driver not being covered under any policy of insurance.
- The Customer and the driver providing such information and assistance as may be requested, including the name and address of any other driver involved in the incident and the license plate number of any other vehicle involved in the incident.
- All of the loss or damage being recovered by the Company through its insurers and/or mutual fund. In the event that the Company does not recover the full amount of any loss or damage from its insurer and/or mutual fund, or in the event there is a shortfall between the amount recovered and the amount owing pursuant to a finance agreement in relation to the Vehicle, for any reason whatsoever, you agree to pay the difference between any amount recovered by the Company and the total amount of loss and damage suffered by the Company and the shortfall between the amount recovered and the amount owing pursuant to a finance agreement in relation to the Vehicle, if any.

5. GENERAL PROVISIONS

- You warrant that all persons driving the Vehicle hold a current driver's license valid in Western Australia and have not in the past had their license cancelled or suspended or previously had any motor vehicle insurance cancelled or refused.
- You will promptly report any accident or loss involving the vehicle while rented under this Agreement to the Company and will deliver to the Company immediately, every summons, writ, claim, complaint or paper in relation to such loss.
- Except to the extent the provider is otherwise liable at law, including the Australian Consumer Law, you release and hold harmless the Company (and its agents and employees) from all claims for loss of damage to their personal property, or that of any other person left in the Vehicle, which is received, handled or stored by the Company at any time before, during or after this rental period, whether due to the Company's negligence or otherwise.
- Except as provided by law, no driver or passenger in the Vehicle shall be or deemed to be the agent, servant or employee of the Company in any manner for any purpose whatsoever.
- Except to the extent provided for in the Australian Consumer Law, the Company gives no express or implied warranty as to any matter whatsoever in relation to the Vehicle and the Equipment.
- No right of the Company under this agreement may be waived except in writing by an officer of the Company.

6. FUEL

The Vehicle must be returned with the amount of fuel equal to that at the time of the commencement of rental. If the Vehicle is returned with less fuel the difference will be charged at a rate which may include a service component unless prior arrangements have been made and noted on page 1.

7. PERSONAL PROPERTY SECURITIES ACT

- You agree that, if for any reason the Company elects to register its interest in the Vehicle on the Personal Property Securities Register, you shall indemnify the Company in relation to all costs associated with doing so and the costs of enforcing any rights under this Agreement or the Personal Property Securities Act 2009 (as amended).
- You acknowledge that, in addition to any other rights that the Company may have, the Company may exercise any of the remedies set out in the Personal Property Securities Act 2009 (as amended).
- The Customer must not dispose of the Vehicle, declare a trust over the Vehicle, create or permit the creation or existence of any other interest in the Vehicle (except in favour of the Company), or part with possession of the Vehicle, without the Company's consent.
- The Customer must promptly do anything the Company requires to ensure that its security interest is perfected in the manner required by The Company, and has the priority that the Company requires.
- The Customer must give the Company:
 - Promptly on request all information required by the Company to ensure that any registration of any security interest provided for by [this Agreement] is, and remains, fully effective or perfected (or both) in the manner required by the Company, and that each security interest has the priority required by the Company;
 - At least 30 business days' prior notice of any change to its name, together with details of the proposed new name; and
 - At least 30 business days' notice before anything happens in respect of the Customer or the Vehicle that would cause any information in a financing statement in relation to any security interest provided for by [this Agreement] to be different if it were re-registered.
- To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by the Company of any security interest in the Vehicle, the Customer and the Company agree that the following provisions of the PPSA do not apply, to the extent the PPSA allows them to be excluded:
 - Enforcement methods sections 125 (Obligation to dispose of or retain collateral), 129(2) and (3) (Disposal by purchase) and 134(2) (Proposal of secured party to retain collateral); and
 - (Rights to remedy) sections 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement).

I HAVE READ AND UNDERSTOOD THIS PAGE AND ANY OTHER CONDITIONS ON PAGE 1 AND SIGNED IT BEFORE MAKING ANY AGREEMENT TO HIRE ANY VEHICLE.

Signature _____ Date ____/____/____

Print name _____ Time _____ am/pm