

TERMS AND CONDITIONS

THIS AGREEMENT ("Agreement") is between the person who signs it ("the hirer") and Dadala Pty. Limited ACN 003 064 364 trading as **Disability Hire Vehicles** ("DHV").

DHV grants to the hirer the right to use the motor vehicle described on the hiring application and the hiring form or any accompanying pages or documents.

1. ACKNOWLEDGEMENTS:

- (a) "The vehicle" includes the vehicle's parts, tyres, tools, accessories, and equipment in or fitted to the vehicle.
- (b) Hire charges may be subject to change without notice. Changing structures should be checked at the time of taking delivery of the vehicle or the date or the date on the hiring application whichever is the earlier, at which time all charges will be held firm.
- (c) The vehicle is placed at the disposal of the hirer unless DHV is prevented from doing so by mechanical breakdown, damage to the vehicle, or other unforeseen circumstances. In this case any monies paid by the hirer shall be refunded in full but in no event shall any further claim be available to the hirer.
- (d) DHV may supply an alternate vehicle to the hirer during the period of the rental on the terms and conditions contained herein.
- (e) For the purpose of this agreement the amount of loss or damage to the vehicle shall mean the cost of direct vehicle repairs or the market value of the vehicle at the time of the loss, whichever is the lesser, plus all administration fees, appraisal fees, recovery costs, loss of use and other expenses incurred by DHV.
- (f) Neither the hirer or any person using the vehicle shall without prior written consent of DHV make or give any compromise, payment, settlement, waiver, release, indemnity, or admission of liability to any person in respect to any incident or accident involving the vehicle.
- (g) The hirer authorises DHV to obtain a report from any Credit Referencing Agency or other credit provider which contains details of the hirer's personal and commercial credit information for the purposes of this rental according to section 18E(8)(c) of the Privacy act 1988 (or any amendment thereof).
- (h) Except as provided by the Trade Practices Act 1974 or any other law as to the conditions of the vehicle and its use wherein nothing restricts the hirer's rights and remedies under those laws, DHV so far as those laws permit limits its liability to replacement, repair, or re-supply only. In particular DHV shall not be liable for any indirect or consequential loss or damage.
- (i) This agreement incorporates the entire understanding between the hirer and DHV. It is binding on the heirs, executors, and administrators of the hirer. The male gender shall include the female and the neuter and vice versa. Any reference to a corporation shall include a natural person and vice versa. Where any part of the agreement is found to be unenforceable then it shall be severed from this agreement and the remainder shall apply unabated. The laws of the State of New South Wales shall apply.
- (j) The hirer does not rely on any promise, representation, or warranty from DHV other than contained in this document.

2. GENERAL

- (a) The hirer warrants that all information supplied to DHV in connection with this Agreement whether before or after the date hereof is or shall be true and correct in all respects. The hirer shall forthwith notify DHV in the event any such information changes.
- (b) The hirer shall not assign this Agreement or any benefits derived thereunder or sub-let or part with possession of the vehicle.
- (c) This Agreement shall be governed and construed in accordance with the laws in force in the State of New South Wales and DHV and the hirer hereby submit to the exclusive jurisdiction of the Courts of that State.
- (d) In the event that more than one hirer enters into this Agreement each hirer shall be jointly and severally liable for the performance of all obligations contained in this Agreement.

3. RESPONSIBILITIES OF DISABILITY HIRE VEHICLES

- (a) To supply the vehicle in a clean and roadworthy condition with a full fuel tank.
- (b) To insure the vehicle under a Third Party Property damage master policy, provided that the hirer has not been refused motor insurance or continuation thereof by any insurer. By hiring the vehicle the hirer warrants to DHV that he has not been so refused. The hirer will be entitled to the benefit provided by that policy subject to the amount of non-waivable damage excess which is applicable to this agreement in respect of any accident.

4. RESERVATIONS OF RIGHTS BY DISABILITY HIRE VEHICLES

To terminate the agreement and/or repossess the vehicle at any time without the requirement to provide notice or to assign a reason. This includes the right to enter upon or within any premises in which the vehicle may be situated, the hirer agrees to indemnify DHV from any liability arises from those premises not being owned, leased, or rented by the hirer.

5. HIRER'S RESPONSIBILITIES

- (a) Only the hirer or persons nominated by the hirer and who have signed the hiring application thereby becoming authorised operators of the vehicle may operate it and all authorised operators must:
- be at least 25 years of age,
 - Have held and currently hold a valid driver's licence (other than a learner's, provisional or probationary licence) issued from a State or Territory of Australia for at least 3 continuous years preceding the date of this agreement. The driver's licence must be for the type of vehicle being hired.
 - Have not ever been convicted of an offence relating to the driving a motor vehicle under the influence of drugs or alcohol and has never had any motor vehicle insurance refused by any insurance company.
- (b) To receive the vehicle in good condition (other than any specific items listed in the hiring application) and to preserve that condition.
- (c) To satisfy himself at the commencement of the hiring that the vehicle is fully fuelled.
- (d) To keep and maintain the vehicle secure. This shall include the avoidance of the vehicle being parked for a prolonged period in any public place or street and in no event shall the vehicle be so parked overnight.
- (e) To operate all security devices installed in the vehicle when it is unattended, with all windows closed and (where applicable) the hood/sunroof closed.
- (f) To immediately contact DHV in the event of a breakdown or malfunction in the operation of the vehicle and thereafter to accept all reasonable instructions and directions given by or on behalf of DHV.
- (g) To not allow any repairs to be carried out on the vehicle or any expense incurred on behalf of DHV without first obtaining the consent of DHV and where practicable such consent to be in writing.
- (h) To be fully responsible for all parking and traffic infringements incurred during the period of hire and in this regard the hirer hereby indemnifies DHV. DHV shall be advised of any such infringement at the termination of the rental.
- (i) To promptly and properly (and in no event later than 24 hours after the event) report any accident or theft to DHV and all the appropriate authorities including the Police and shall thereafter complete all reports and statements and take all action reasonably required by DHV.
- (j) To furnish any information relating to any accident in which the vehicle is involved and to assist DHV in respect to any claim including attending in any court to give evidence.
- (k) To pass on to DHV copies of all or any documents including but not limited to accident reports arising from the use of the vehicle.
- (l) To use only fuel as specified by the manufacturer (i.e. unleaded).
- (m) To check and maintain on at least a daily basis engine and other oil and coolant levels and tyre pressures to the manufacturer's specifications to ensure the efficient operation of the vehicle, and at all times the hirer is to use his best endeavours to ensure these levels are maintained.
- (n) To return the vehicle at the end of the hiring in that same condition as it was at the commencement of the hiring, fair wear and tear excepted, and with a full tank of fuel.
- (o) To not in any circumstances:
- Operate the vehicle on an unsealed road or in any area where carry snow chains are compulsorily required to be carried.
 - Interfere with the operation of the vehicle speedometer, odometer, security devices, security tamper seals, and electrical and mechanical components.
 - Remove or permit the vehicle to be removed outside New South Wales unless prior approval has been received by DHV in writing.
 - use or drive the vehicle in any hazardous situations such as bush fires, floods, snow or ice.
 - Attach or remove any accessory aerial, luggage rack, camera equipment, or like device without the prior written consent of DHV.
 - Operate or use the vehicle in any other conditions which are unsafe or unsuitable for the vehicle.
- (p) To be responsible regardless of fault for:
- Any loss or damage to the vehicle.
 - The amount of the "non waivable damage excess" on the hiring application.
 - The cost of repairing or replacing any damaged tyre except where damage arises from fair wear and tear.
 - The cost of rectifying the vehicle as a result of any careless, deliberate or negligent action either by the hirer, his passengers or any person object or thing in or under the hirer's control.
 - The cost of repairing any part of the vehicle.
 - The cost of whatever nature arising as a result of any breach of the agreement.
 - The hirer may be liable to forfeit the whole or any part of the bond deposit.
- DHV shall be the sole arbitrator of fact in such circumstances.
- (q) To not permit the vehicle to be used:
- For any illegal purpose, race, trial, speed test, contest, tuition, or to convey passengers for hire or reward.
 - To transport any inflammable, corrosive, infectious, toxic, explosive, odorous, or otherwise hazardous materials or any firearm.

- To be operated by any person who is under the influence of any drug or intoxicating liquor beyond the legal limit of the State or Territory where the driving offence occurred. A refusal or failure to provide, as required by law, a sample of breath for analysis or to supply a blood sample to a duly authorised officer of the law shall be construed for the purposes of this agreement to be an admission of the vehicle having been operated under the influence of a drug or intoxicating liquor.
- (r) To retain a record of the date, time and individual receiving the return of the vehicle where the vehicle is returned to a venue other than the office of DHV.
- (s) To Keep DHV indemnified from any claim for loss or damage suffered by the hirer or to the hirer's property unless the loss or damage results from the negligence or deliberate omission or intentional act of DHV.

6. HIRING CONDITIONS

- (a) The rental period shall be from the date of delivery of the vehicle to the hirer on the hiring application to the date the vehicle or any substitute vehicle is returned to DHV or repossessed by it. If the vehicle is lost, stolen, or otherwise misappropriated then the rental period shall cease on the day on which this event is notified to the Police, in which case the onus of establishing this date lies with the hirer.
- (b) The hirer is responsible for the payment of all charges either on demand by DHV or at the end of the rental period or at any later time if an error or omission occurs in the calculation of the charges because there had not been a reasonable time to assess them or there is any fact matter or thing of which DHV was unaware at the time of return of the vehicle. DHV may make further demands on the hirer to pay the balance of the total amount which is due and owing. All payments are due within 7 days of invoice. Where any payment has been made by credit or charge card the hirer irrevocably and unconditionally authorises DHV to charge any credit or charge card from time to time notified by the hirer for that purpose with all charges referred to above. Any overdue monies will attract interest at the prevailing Commonwealth overdraft rates for debts of less than \$100,000.00 plus 2 per cent.
- (c) Charges shall accrue from day to day and be calculated in accordance with the rates shown in the hiring application. In the event of any anomaly or omission with any brochure or advertising material then the applicable rate at the relevant time of hiring shall apply. Total charges shall be the aggregate of:
 - (1) **TIME CHARGES:** Rental days consist of consecutive 24-hour periods starting at the time of commencement of rental. The minimum time charge will be that applicable to one day rental unless otherwise stated on the hiring application. The extra hour's rate is charged at one fifth of the daily rental charge for each full or partial hour in excess of a rental day unless otherwise stated in the hiring application until such extra hours equal the daily rate. Where special rates are applicable but the hirer fails to adhere to any conditions pertaining to same then the other applicable rates will apply.
 - (2) **KILOMETRE CHARGE:** This rate is charged for each kilometre in excess of the allowance indicated on the hiring application. The vehicle odometer readings at the commencement and return of the vehicle respectively shall be taken as conclusive proof of the number of kilometres travelled. Where the odometer reading is manifestly or obviously in error then DHV may, at its absolute discretion, determine the amount of kilometres travelled by the vehicle during the hiring period
 - (3) **CANCELLATION CHARGE:** The whole of any deposit or holding fee paid by the hirer shall be forfeited where the hirer does not take delivery of the vehicle on the commencement, except where DHV is able (without being compelled to do so) to hire the vehicle to another party the DHV may refund part of that deposit or holding fee to the hirer such amount to be at the discretion of DHV.
 - (4) **STAMP DUTY:** and/or any tax (i.e. GST) if applicable in accordance with prevailing state legislation.
 - (5) **SERVICE CHARGES:** Delivery and/or collection charges may apply if the hirer arranges for the rental to commence or to finish at a place other than Disability Hire Vehicle's office. It is the hirer's responsibility to personally notify DHV of the availability of the vehicle for collection. Repositioning charges may be imposed if the vehicle is not returned to the same DHV office as at the commencement of the hiring.
 - (6) **COLLISION DAMAGE WAIVER, PERSONAL ACCIDENT INSURANCE:** If applicable are due in full for each day or partial day at the rate specified on the hiring application.
 - (7) **REFUELLING:** (Applies where the vehicle is returned with the fuel tank less than completely full). The charge to refill will be based on the estimated number of litres required to fill the tank to the original level plus an administration fee of not exceeding \$25.00.
 - (8) **CLEANING FEE:** Where the vehicle is returned in an unclean state the hirer may be liable for a cleaning fee not exceeding and/or the cost of contract cleaning services.
 - (9) **DAMAGES & LOSSES:** All amounts payable pursuant to this agreement and the value of any tyres, tools, accessories, or equipment damaged or stolen.
 - (10) **FINES OR OTHER EXPENSES:** Includes but is not limited to fines, penalties, and court costs assessed against or paid by DHV resulting from the use of the vehicle by the hirer or with the hirer's permission.
 - (11) **COLLECTION EXPENSES:** Consist of all expenses of any kind incurred by DHV in collecting the charges due under this agreement of the vehicle if it is seized as a result of its use by the hirer or with the hirer's permission. This shall also include the cost of:
 - recovering the keys to the vehicle if locked within it or lost, and
 - in making the vehicle operable when it is inoperable as a result of the hirer's acts, omission or negligence.