

1. Application

- 1.1 These Terms and Conditions ("Terms") are incorporated into and form part of the Vehicle Hire Agreement, which sets out the rights and obligations of the Company and the Hirer to each other in relation to the hire of the Vehicle. No other terms or conditions shall be implied into this Vehicle Hire Agreement save to the extent that such terms and conditions are implied by law.
- 1.2 No amendment, alteration, waiver or cancellation of any of the Vehicle Hire Agreement is binding on the Company unless confirmed by the Company in writing.
- 1.3 The Hirer acknowledges and agrees that no employee or agent of the Company has made, nor has any right to make any representation, warranty or promise in relation to the hire of the Vehicle other than as contained in the Vehicle Hire Agreement.
- 1.4 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.
- 1.5 In these Terms, unless the context otherwise requires:

"4WD" means any vehicle whose class is indicated as 4WD (four wheel drive) in the Vehicle Hire Agreement;

"Accessory" means any equipment supplied by the Company to the Hirer including any Child Restraint Seat;

"Accident" means an unintended and unforeseen collision between the Vehicle and any other object, including another vehicle, that results in Vehicle Damage or Third Party Damage;

"Administration Fee" means a fee of \$30 plus GST, or such other amount determined by the Company from time to time;

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

"Authorised Driver" means the Hirer and each person specified as an authorised driver in the Vehicle Hire Agreement;

"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 motor vehicles or anything in relation to motor vehicles;

"Child Restraint Seat" means any infant (baby) seat, child seat or booster seat installed by the Company in a Vehicle and supplied to the Hirer;

"Commencement Date" means the date and time the Hirer collects the Vehicle from the Company;

"Company" means the person named as "Company" in the Vehicle Hire Agreement, being any one of:

- (a) Elephant Blue Group Australia Pty Ltd (ABN 73 141 463 710) trading as "Sunset Rent a Car";
- (b) SRAC Investments Pty Ltd (ABN 63 617 736 099); and
- (c) Sunset Auto Group (Qld) Pty Ltd (ABN 36 604 618 395),

or their Related Bodies Corporate;

"CSR Hire Fee" means the relevant daily rate specified in the Vehicle Hire Agreement for each Child Restraint Seat hired by the Hirer multiplied by the number of days (or part thereof) within the Hire Period;

"Daily Rate" means the daily rate or rates specified in the Vehicle Hire Agreement for hire of the Vehicle;

"Driver's Licence" means an unexpired driver's licence issued in Western Australia the State in which the Rental Point is situated (or any other jurisdiction acceptable to the Company) for the particular class relevant to the Vehicle, which must include a photo of the relevant licenced person;

"End Date" means the date and time by which the Vehicle must be returned to the Company by the Hirer, as set out in the Vehicle Hire Agreement;

"Fuel Service Fee" means such fee as is reasonably charged by the Company in consideration of its costs to restore the Vehicle with a fuel reading at least equal to the level it was at the commencement of the Hire Period as specified in the Vehicle Hire Agreement;

"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 Fee" means the Daily Rate multiplied by the number of days (or part thereof) within the Hire Period;

"Hire Period" means the hire period commencing on the Commencement Date and ending on the date and time that the Vehicle is returned to the Company;

"Hirer" means the person or persons specified as such in the Vehicle Hire Agreement;

"Hirer Liability Amount" means the amount specified as such in the Vehicle 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), which must include a photo of the relevant licenced person;

"Late Fee" is an amount equal to one third of the Daily Rate per hour multiplied by each hour after the End Date until the time that the Vehicle is actually returned to the Company;

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

"Related Body Corporate" has the meaning given to that term in section 50 of the Corporations Act 2001 (Cth);

"Rental Point" means the Company's branch or rental location from which the Vehicle is hired;

"Repairs" means any mechanical or panel beating repairs to the Vehicle and includes any towing, recovering and storing of the Vehicle;

"Third Party Damage" has the meaning given to that term in clause 9.1;

"Unauthorised Area" means:

- (a) any place outside Western Australia the State in which the Rental Point is situated; and
- (b) at any airport, other than designated public roads or car parks;

"Vehicle" means the motor vehicle or scooter described in the Vehicle Hire Agreement together with all Accessories provided by the Company, or any substitute or replacement motor vehicle, scooter or Accessories as agreed in writing between the Company and the Hirer from time to time;

"Vehicle Condition Report" means the written report in respect of the Vehicle provided to, and accepted by, the Hirer detailing the condition of the Vehicle at the commencement of the Hire Period;

"Vehicle Damage" has the meaning given to that term in clause 9.1;

"Vehicle Hire Agreement" means the vehicle hire agreement between the Company and the Hirer in respect of the hire of the Vehicle, which includes these Terms; and

"Vehicle Transport Fee" means such fee as is reasonably charged by the Company in consideration of its costs to transport the 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.

2. Hire of Vehicle

The Hirer agrees to hire the Vehicle from the Company for the Hire Period upon and subject to the terms, covenants and conditions contained in the Vehicle Hire Agreement.

3. Charges

- 3.1 On the Commencement Date, the Hirer must:
 - (a) make available to the Company details of the Hirer's debit card or credit card; and
 - (b) pay to the Company:
 - (i) the Hire Fee; and
 - (ii) the "Damage Waiver Amount" specified in the Vehicle Hire Agreement (if any); and
 - (iii) the "CSR Hire Fee" (if applicable).
- 3.2 The Hirer must also pay to the Company on demand:
 - (a) the Late Fee, if the Hirer does not return the Vehicle to the Agreed Return Location on or before the End Date;
 - (b) the Vehicle Transport Fee, if the Vehicle is not returned to the Agreed Return Location;
 - (c) the Fuel Service Fee, if the Vehicle is returned to the Company with a fuel reading of less than the fuel reading specified in the Vehicle Hire Agreement; and
 - (d) the Administration Fee, if any amounts are payable by the Hirer under clauses 3.3(a) or 3.3(b).
- 3.3 The Hirer indemnifies the Company against and in respect of all claims, expenses and losses of any kind suffered or incurred by the Company at any time in connection with or arising out of all proceedings, fines, expenses, infringements and penalties arising from the use of the Vehicle by the Hirer, including:
 - (a) any speeding fines, traffic fines and any other infringements and penalties arising from a breach of any applicable law;
 - (b) parking, clamping, towing, or release of the Vehicle from any compound, regardless of whether the Hirer or any Authorised Driver was driving the Vehicle at the relevant time; and
 - (c) the full cost of replacing or repairing any Accessory.
- 3.4 The Hirer unconditionally and irrevocably consents to and authorises the Company to deduct the fees and charges specified in clause 3.2 and 3.3.2 from the Hirer's debit or credit card provided to the Company under clause 3.1(a).
- 3.5 This clause 3 survives termination of this Vehicle Hire Agreement.

4. Ownership of Vehicle

- 4.1 The Hirer acknowledges that the Company retains full title to the Vehicle notwithstanding:
 - (a) the delivery of the Vehicle to the Hirer; and
 - (b) the possession and use of the Vehicle by the Hirer in accordance with the Vehicle Hire Agreement.
- 4.2 Subject to the Hirer paying the Hire Fee and complying with the Vehicle Hire Agreement, the Hirer may possess the Vehicle during the Hire Period without any interruption from the Company, other than to the extent necessary or desirable to exercise the Company's rights under the Vehicle Hire Agreement.
- 4.3 The Hirer must not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.
- 4.4 The Hirer must not register or claim to be entitled to register any interest in the Vehicle under the PPSA.

5. Condition of Vehicle

- 5.1 By entering into this Vehicle Hire Agreement and accepting possession of the Vehicle, the Hirer acknowledges receiving the Vehicle from the Company:
 - (a) in a good and clean condition, except as specified in the Vehicle Condition Report;
 - (b) with all items specified in the Vehicle Condition Report;
 - (c) with the odometer and fuel reading at the commencement of the Hire Period as set out in the Vehicle Hire Agreement; and
 - (d) in a condition suitable for the purpose for which it is hired.
- 5.2 The Hirer shall immediately notify the Company of any defect in or to the Vehicle, including with respect to any matter that is inconsistent with the items set out in clause 5.1.
- 5.3 If the Vehicle breaks down due to a mechanical fault and the Hirer is not in default of its obligations under the Vehicle Hire Agreement, the Company will as soon as reasonably practicable supply the Hirer with a replacement Vehicle of the same or similar make and model.

6. Hirer's obligations

- 6.1 Without limiting clause 6.2, the Hirer agrees:
 - (a) that the use of the Vehicle is subject to any limitations set out in the Vehicle Hire Agreement; and
 - (b) it will comply with any lawful direction given by or on behalf of the Company.
- 6.2 Without the prior written consent of the Company, the Hirer shall not use, or permit the Vehicle to be used:
 - (a) for any illegal purpose;
 - (b) for racing or performance testing of any kind;
 - (c) for towing, pushing or propelling anything;
 - (d) to carry a greater load than that for which it was built;
 - (e) to carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;
 - (f) to carry passengers for payment or reward;
 - (g) to transport goods without first obtaining all necessary approvals, permits and/or licences;
 - (h) to carry any inflammable, explosive or corrosive substances;
 - (i) to transport animals; or
 - (j) to be jump-started or to jump-start another vehicle.
- 6.3 Without the prior written consent of the Company, the Hirer shall not drive, or permit the Vehicle to be driven:
 - (a) in an Unauthorised Area;
 - (b) Off-road unless the Vehicle is a 4WD;
 - (c) when it is damaged, unroadworthy or unsafe, including as a result of an Accident;
 - (d) in areas in which snow chains are required to be fitted by any relevant Authority;
 - (e) in breach of any legislation, regulations, rules or by-laws relating to road traffic and/or use including, without limitation, where the Vehicle is driven by a person whose blood alcohol concentration exceeds the maximum lawful concentration, or who is under the influence of any drug or illegal substance;
 - (f) by any person who is under the age of 21 years;
 - (g) by any person who is not an Authorised Driver; or
 - (h) by any person who does not hold a current Driver's Licence or International Driver's Licence.
- 6.4 The Hirer must not fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment in the state or territory in which the Vehicle is driven.
- 6.5 The Hirer must at all times during the Hire Period comply with all relevant laws, including any relevant seat belt and child restraint laws and any law or regulation relating to Child Restraint Seats.
- 6.6 The Company may install a maximum of 3 Child Restraint Seats in any Vehicle. The Hirer must notify the Company in advance if a Child Restraint Seat is required to be installed. Child Restraint Seats are subject to availability and the CSR Hire Fee will be charged by the Company for each Child Restraint Seat provided to the Hirer.
- 6.7 The Hirer uses the Child Restraint Seat at its own risk and is responsible for:
 - (a) checking and (if necessary) adjusting the mountings, harness, straps, clips and other components (as applicable) of each Child Restraint Seat installed by the Company; and
 - (b) ensuring that:
 - (i) each Child Restraint Seat has been fitted correctly according to the instructions that accompany the Child Restraint Seat and the child's size, weight and age; and
 - (ii) each child is firmly and appropriately secured in the Child Restraint Seat.
- 6.8 The Hirer releases the Company from all claims, expenses and losses of any kind which the Hirer (or any party claiming through the Hirer) may have in respect of or in connection with each Child Restraint Seat installed by the Company.

7. Security, safety and care of Vehicle

- 7.1 The Hirer shall, at all times during the Hire Period take all reasonable care of the Vehicle, including by:
 - (a) maintaining all of the Vehicle's engine and brake oils and engine coolant levels to the manufacturer's specifications;
 - (b) using the correct fuel type in the Vehicle;
 - (c) maintaining the Vehicle's tyre pressure at the level recommended by the manufacturer as specified in the manual for the Vehicle;
 - (d) taking all reasonable steps to safeguard the Vehicle, including by keeping the Vehicle locked and secure and the keys under the Hirer's personal control;
 - (e) not smoking, or allowing any passengers to smoke in the Vehicle;
 - (f) protecting the Vehicle against extreme weather; and
 - (g) doing all other things necessary to keep and maintain the Vehicle in the state and condition which it was in at the Commencement Date.
- 7.2 The Hirer must immediately notify the Company the vehicle is involved in an Accident.
- 7.3 The Hirer must not leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

8. Return of Vehicle

- 8.1 The Hirer shall return the Vehicle:
 - (a) to the Agreed Return Location on or before the End Date 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 Vehicle Condition Report; and
 - (c) with a fuel reading at least equal to the level it was at the commencement of the Hire Period as specified in the Vehicle Hire Agreement.
- 8.2 If the Hirer:
 - (a) returns the Vehicle to the Agreed Return Location more than 24 hours before the End Date ("Early Return"); and
 - (b) has given more than 24 hours notice to the Company of the Early Return, the Hirer will be entitled to a refund of up to 50% of the Daily Rate for each remaining day of the Hire Period.
- 8.3 The Hirer acknowledges and agrees that:
 - (a) if the Vehicle is not returned in accordance with clause 8.1(a), the Vehicle may be reported to the police as stolen; and
 - (b) the Hirer shall be responsible for the Vehicle, and the hire of the Vehicle shall continue, until the Company performs a final inspection of the Vehicle including, without limitation, where the inspection is delayed due to the Vehicle not being returned to the Agreed Return Location or being returned to the Agreed Return Location after normal business hours or at a time when the Agreed Return Location is unattended.

9. Hirer's liabilities for Vehicle Damage and Third Party Damage

- 9.1 Subject to clause 9.2, the Hirer is liable to the Company for any loss or damage to:
- (a) the Vehicle arising during the Hire Period ("Vehicle Damage"); and
 - (b) to any third party or third party property which arises from:
 - (i) the use of the Vehicle by the Hirer, any Authorised Driver or any person authorised by the Hirer to drive the Vehicle during the Hire Period; or
 - (ii) an Accident, ("Third Party Damage").
- 9.2 The Hirer's liability under clause 9.1 shall, at all times, be limited to the Hirer Liability Amount, except:
- (a) where the relevant liability arises, directly or indirectly, from:
 - (i) death or bodily injury to any person driving the Vehicle or the Hirer's employees or family;
 - (ii) a breach by the Hirer of any of its obligations under the Vehicle Hire Agreement;
 - (iii) the Vehicle being totally or partially immersed in water regardless of cause;
 - (iv) the Vehicle requiring professional cleaning, deodorising or repair;
 - (v) the Hirer failing to secure properly any load or equipment;
 - (vi) damage to the tyres or windscreen of the Vehicle;
 - (vii) damage to the underbody of the Vehicle, or overhead damage (including to the roof, bonnet or boot) not resulting from an Accident;
 - (viii) damage or loss in respect of 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;
 - (ix) the Vehicle being used in an unlawful, reckless, negligent or dangerous manner or in a manner intended to cause damage or loss;
 - (x) any death, injury, damage, loss or liability arising from an actual or threatened act of terrorism; and
 - (b) where the Vehicle is a scooter or motor bike.

For the avoidance of doubt, the Hirer's liability under clause 9.1 shall be unlimited for any liability for loss or damage that occurs in any of the circumstances set out in clause 9.2(a) or 9.2(b).

- 9.3 In the event of any Vehicle Damage or Third Party Damage, the Hirer agrees to pay to the Company on demand:
- (a) if the liability for the relevant Vehicle Damage or the Third Party Damage (as the case may be) is limited to the Hirer Liability Amount under clause 9.2, the lesser of:
 - (i) the Hirer Liability Amount; or
 - (ii) all reasonable costs to return the Vehicle to its condition at the commencement of the Hire Period (fair wear and tear excepted); or
 - (b) if the liability for the relevant Vehicle Damage or the Third Party Damage (as the case may be) is not limited to the Hirer Liability Amount under clause 9.2, all losses, damages, costs, charges and expenses incurred by the Company in connection with the repair or reinstatement of the relevant Vehicle Damage or the Third Party Damage.
- 9.4 The Hirer must not carry out any Repairs without the prior written consent of the Company except to the extent that the Repairs are necessary to prevent further damage to the Vehicle in which case the Hirer shall first use its best endeavours to obtain the prior written consent of the Company before proceeding to carry out the Repairs.
- 9.5 The Company shall reimburse the Hirer for the costs of any Repairs carried out in accordance with clause 9.4 upon production of the original receipts in respect of the Repairs.
- 9.6 Subject to clause 9.1, 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, any Third Party Damage.
- 9.7 This clause 9 survives termination of this Vehicle Hire Agreement.

10. Interest

- 10.1 The Company may charge interest at the rate of 12% per annum on all outstanding amounts which are due but have not been paid by the Hirer in accordance with this Vehicle Hire Agreement.
- 10.2 Interest shall be calculated on a daily basis from the due date for payment until payment is received by the Company in full, and all payments received from the Hirer will be credited firstly against any accrued but unpaid interest.
- 10.3 Any accrued but unpaid interest must be paid by the Hirer on demand by the Company.

11. Legal proceedings and claims

- 11.1 If any Vehicle Damage or Third Party Damage occurs 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 make a claim, in the Hirer's name, under any applicable vehicle insurance, and the Hirer agrees to do everything reasonably 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 claims or correspondence from third parties within 3 days of receipt.
- 11.2 Failure to do what is required under clause 11.1 shall result in the Hirer being responsible for any resulting costs incurred by the Company.

12. Indemnities and Hirer's warranties

- 12.1 The Hirer warrants and represents to the Company that, as at the date of signing the Vehicle Hire Agreement (and for the duration of the Hire Period):
- (a) each Authorised Driver holds a current Driver's Licence or International Driver's Licence;
 - (b) each Authorised Driver has been authorised to drive vehicles of the same category as the Vehicle for the period of the last 12 consecutive months; and
 - (c) all information, licences and documents supplied by the Hirer in connection with the hire of the Vehicle are true, complete and accurate in all respects.
- 12.2 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) a breach of the warranty and representation given by the Hirer in clause 12.1; and
 - (b) any default by the Hirer of its obligations under the Vehicle Hire Agreement including, without limitation, any 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 the Vehicle Hire Agreement.
- 12.3 This clause 12 survives termination of this Vehicle Hire Agreement.

13. PPSA

- 13.1 In this clause, PPSA means:
- (a) the Personal Property Securities Act 2009 (Cth) and any regulation made at any time under that Act, including the Personal Property Securities Regulations 2010 (Cth) (each as amended from time to time); and
 - (b) any amendment made at any time to any other legislation as a consequence of a law or regulation referred to in paragraph (a).
- 13.2 In recognition that the PPSA may apply to the arrangements contemplated by the Vehicle Hire Agreement or a related agreement (Transaction Documents), the Hirer acknowledges and agrees that the Service Provider is entitled to register a financing statement on the Personal Property Securities Register against the Hirer in accordance with the PPSA in relation to any security interest or potential security arising from the Transaction Documents.
- 13.3 The Hirer:
- (a) must promptly do anything the Company requires to ensure that any security interest arising under the Transaction Documents is a perfected security interest and has priority over all other security interests;
 - (b) undertakes not to register a financing change statement or make an amendment demand pursuant to section 178 of the PPSA in respect of such registration;
 - (c) agrees that the following provisions of the PPSA will not apply and the Hirer will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 121(4); section 125; sections 129(2) and (3); section 132; section 142 and section 143;
 - (d) agrees to keep all information of the kind mentioned in section 275(1) of the PPSA confidential and will not authorise the disclosure of such information except in accordance with section 275(7) of the PPSA;
 - (e) waives its right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any financing statement or any related financing change statement;

- (f) agrees that the Company is required to give a notice under the PPSA only if the notice is obligatory and the giving of the notice cannot be excluded under the PPSA, and the Hirer waives any rights to receive any notices unless they are required to be given and cannot be excluded; and
- (g) agrees to notify the Company in writing of any change to the Hirer's details set out in this agreement, within 5 days from the date of such change.

14. GST

- 14.1 Definitions
Any reference in this clause to terms defined or used in the GST Act is, unless the context indicates otherwise, a reference to that term as defined or used in the GST Act.

14.2 GST

- (a) The Parties agree that:
- (i) any amount referred to in this agreement which is relevant in determining a payment to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise;
 - (ii) GST is payable in respect of any taxable supply made under this agreement;
 - (iii) in respect of any taxable supply made under this agreement for which:
- A. the consideration attributable to that taxable supply is exclusive of GST, the recipient must pay to the supplier the amount equal to the GST liability on that taxable supply at the same time as the recipient is required to pay the consideration for that taxable supply to the supplier under this agreement. The GST liability for that taxable supply is the amount equal to the rate of GST multiplied by the consideration attributable to the taxable supply made by the supplier to the recipient; or
- B. the consideration attributable to that taxable supply is inclusive of GST, the recipient is only required to pay to the supplier the consideration for that taxable supply by the date required under this agreement. The GST liability for that taxable supply is the amount determined in accordance with the Act.
- (b) If one of the parties ("Paying Party") is required to reimburse or make a payment to another party ("Receiving Party") under or in connection with this agreement that is referable to a cost, expense or other amount ("Amount") paid or incurred by the Receiving Party, the amount of the reimbursement or payment to be made by the Paying Party will be net of any input tax credits which may be claimed by the Receiving Party or by the representative member of the GST group in which the Receiving Party is a member in relation to the Amount.
- (c) The supplier or the relevant representative member of the GST group (as applicable) must issue:
- (i) a tax invoice to the recipient of any taxable supply in respect of that taxable supply; and
 - (ii) any relevant adjustment note to the recipient of a taxable supply in respect of any adjustment that arises from an adjustment event relating to that taxable supply.
- (d) If there is an adjustment to any of the consideration payable for a taxable supply which gives rise to an adjustment event, the GST liability for that taxable supply must be recalculated in accordance with clause 9.2(c) above based on the adjusted consideration and where applicable, an appropriate payment on account of the adjusted GST liability is to be made between the parties.

15. Termination

Without prejudice to any of its other rights, powers and remedies under the Vehicle Hire Agreement or at law, the Company may, at any time, terminate the Vehicle Hire Agreement and take immediate possession of the Vehicle following any material breach by the Hirer of its obligations under the Vehicle Hire Agreement.

16. No liability

- To the maximum extent permitted by law:
- 16.1 The Company excludes all warranties, undertakings, inducements, guarantees or representations, whether express, implied, statutory or otherwise relating to this Vehicle Hire Agreement, other than as expressly set out in this agreement;
- 16.2 The Company is not liable for, and the Hirer forever releases and discharges any rights or claim it may have against the Company in respect of any loss or damage to personal property left in the Vehicle, or any property received, handled or stored by the Company at any time before, during or after the Hire Period; and
- 16.3 The Company is not liable for any loss of profit, loss of revenue or loss of income (whether actual, direct, indirect, anticipated or otherwise) or any indirect, special, incidental or consequential loss or damage suffered by the Hirer or any other person due to any breach of the Vehicle Hire Agreement by the Company, and the Hirer 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.

17. No Agency

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

18. Governing law

The Vehicle Hire Agreement and all other contracts between the Company and the Hirer are governed by, and shall be construed in accordance with the laws of the State in which the Rental Point is situated, the laws of the State of Western Australia, and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.

19. Waiver of breach

No failure by the Company to insist on strict performances of any term of the Vehicle Hire Agreement constitutes a waiver of any right or remedy which the Company may have, and is not a waiver of any subsequent breach or default by the Hirer.

20. No assignment

No contract between the Company and the Hirer, nor any rights arising under any such contract, may be assigned by the Hirer without the prior written consent of the Company which is at the Company's absolute discretion.

21. Severability

If any provision of the Vehicle Hire Agreement is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

HIRER's Name: -----

Hirer's Signature: -----

DATE: -----

