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**Definitions:**

- a. The Owner is the owner of the vehicle for Dry Hire, i.e. Sergio's Courier Services Pty Ltd, trading as SCS Transport Logistics, at 555 Tarragindi Rd, Salisbury Q 4107. We, Us, Our, means SCS Transport Logistics ABN 18115901936.
- b. The Hirer is the individual who pays a fee to dry hire the vehicle belonging to Sergio's Courier Services Pty Ltd, trading as SCS Transport Logistics, at 555 Tarragindi Rd, Salisbury Q 4107. You, Your means the person, whether it is an individual, a firm or company that rents/hires the vehicle from us and whose name is shown in the Rental Agreement.
- c. Hire is dry hire/rental of a vehicle, meaning that the vehicle alone, without a driver, is hired for the hire term.
- d. Hire or rental are interchangeable terms.
- e. The vehicle is the van, truck or utility identified in this agreement and all tyres, tools, accessories and equipment attached thereto or contained therein. Commercial vehicle means a vehicle that is a van, utility or truck that is constructed and used for the carriage of goods or property.
- f. The Term is on a daily basis only, i.e. one 24-hour period from collection of the vehicle to return of the vehicle to the nominated address.
- g. The Casualty Value means the market value of the vehicle in relation to a total loss in the event of an accident incurred during the hire term by the Hirer.
- h. The Market Value of the vehicle means the current market value of the vehicle and the full amount for which the vehicle is currently insured.
- i. The Hire Fee is the value of hire of the vehicle for the term as above.
- j. The Deposit is a pre-determined fee paid by the Hirer prior to commencement of hire for surety of return of the vehicle at the end of the Hire Term. The deposit is refunded by the owner on return of the vehicle in good order and as per the terms and conditions of this agreement.
- k. Account means the debit card or credit card account listed in the Authority (as set out in the Schedule) to which hire charges are to be debited.
- l. Administrative Fee means a fee of \$110 including GST for the administrative costs associated with your hire.
- m. Intellectual property means the owner's technology and intellectual property assets, including any trade secrets, trademarks, trade names, service marks, service names, patents, copyrights, computer programs, hardware and software, inventions, designs, processes, configurations, regardless of form.
- n. Accident means an unintended and unforeseen incident that results in Damage or Third Party Loss, including:
  - a. a collision between the vehicle and another vehicle or object; or
  - b. a weather event.
- o. Authorised driver means any driver approved by us in writing on this agreement prior to the start of the Hire.
- p. Deposit means the amount of \$500 we collect from you at the Start of the Hire as security for the Hire Charges and other fees and charges incurred during your hire.
- q. Damage means:
  - a. any damage to the vehicle including its parts, components and accessories that is not fair wear and tear;
  - b. towing and salvage costs;
  - c. assessing fees;
  - d. Loss of Use,
  - e. the windscreen, headlights, lights or tyres that makes the vehicle unroadworthy is not fair wear and tear.
  - f. damages to the motor, and onboard equipment or accessories including mounted cranes, cages, gates, tail-gates, tautliner curtains, crane PTOs, and tail gate controls.
  - g. 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.
  - h. Overhead Damage means any damage to the vehicle caused by an impact to the vehicle that is level with or above the top of the windscreen of the vehicle including any Damage to the cabin roof or box section of a Commercial vehicle as a result of such an impact. It includes:
    - i. Damage at or above the level of the top of the front windscreen of the vehicle;
    - ii. Damage to the box section of a Commercial vehicle; or

- iii. Third Party Loss, caused by:
1. 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;
  2. objects being placed on the roof of the vehicle; or
  3. you or any person standing or sitting on the roof of the vehicle.
- r. End of the Hire means the date and time shown in the Hire Agreement or the date and time the vehicle is returned to us, whichever is the later.
- s. Loss and Damage Excess (LDE) means the amount including GST up to which you must pay us in the event of an accident that causes Damage or Third Party Loss or there has been a theft of the vehicle.
- t. Loss of Use means our 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.
- u. Major Breach means a breach of any of clauses involving Damage, theft of the vehicle or Third Party Loss.
- v. Hire Charges means the charges payable for hiring the vehicle from us together with GST and any other extras, taxes or levies that are shown in the Hire Agreement.
- w. Hire Period means the period commencing at the time shown in the Hire Agreement and concluding at the End of the Hire.
- x. Permitted usage includes a road sealed with a hard material such as tar, bitumen or concrete; any area in which snow has fallen; or where a regulatory authority requires snow chains to be fitted; or beyond the entrance to any alpine national park between the months of May and October (inclusive).
- y. Start of the Hire means the date and time that the hire commences as shown in the Hire Agreement.
- z. Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

## Terms and Conditions of the Dry Hire Agreement

### No title or authority

This agreement is solely for the use of the hired vehicle. The Hirer has no express, implied or apparent authority to create or assume, in the Owner's name or on its behalf, any obligation, or to act or purport to act as an agent of the Owner. Nothing in this agreement will be construed to create a relationship or partnership or joint venture between the parties. The Hirer acquires no rights under this agreement other than the right to use the vehicle in accordance with this agreement.

### Intellectual property

The Hirer has no claim or right to ownerships or use of the Owner's intellectual property and this agreement does not grant the Hirer a licence to use any said intellectual property.

### Hire

The Owner agrees to hire the vehicle to the Hirer for periods of one 24-hour period from collection of the vehicle to return of the vehicle to the address of 555 Tarragindi Rd, Salisbury Q 4107, within the terms and conditions of this agreement.

### Term

This agreement commences at the pick-up time indicate on this agreement and continues over periods of 24 hours to the return of the Owner's vehicle.

Non-return of the vehicle within a 24-hour period will result in penalty charges as in this agreement, or referral to an authority.

### Hire Fees

The Hirer must pay the Owner on demand the sum of:

- All charges specified in this agreement;
- All other sums due under this agreement;

- Any amount charged by the Owner as reimbursement for taxes, fines, penalties, service, tolls, repairs, distance charges, mechanical damage, court costs, legal fees, taxes, imposts, duties, or levies.

#### Minimum charge and audit

The minimum charge to hire a vehicle under this agreement will be the hire fee plus distance charges, if applicable. All charges are subject to the Owner's final audit. If, on final audit, an error is found to an earlier calculation, the Hirer must pay the corrected charges in accordance with the terms of the tax invoice issued to the Hirer.

#### Distance charges

Distance for the Hirer is to be determined on ready the vehicle's factory installed odometer and is to be charged at the kilometre rate or formula identified in this agreement.

#### Mechanical damage

The Hirer agrees to pay for any mechanical damage to the vehicle caused by the Hirer's failure to maintain adequate engine oil level, pressure to tyres, adequate fluid levels, misuse, unlawful use or by reason of any other neglect of necessary maintenance of the vehicle during the hire period under the Hirer's care, custody or control.

#### Breakdown & accident

The Hirer assumes full responsibility for any additional expenses or losses incurred by reason of a breakdown of the vehicle whether or not causing a delay en route, including storage, towing and other expenses, except to the extent that any breakdown arises due to the proven negligence of the Owner or proven breach of this agreement by the Owner. Where the vehicle is replaced for any reason, the Owner may terminate this agreement and offer the Hirer a comparable replacement vehicle hired under the terms of a new Hire agreement.

We are not responsible for:

- Damage as a result of use of the incorrect fuel type;
- lost keys or keyless start or remote control device;
- keys or keyless start or remote control device locked in the vehicle; or
- a flat battery in the vehicle because you have left the lights or audio equipment on,
- and extra charges will apply if any of these services are provided at your request.

If you or an authorised driver has an accident or if the vehicle is stolen you must report the accident or theft to us to the Police and within 12 hours of it occurring and fully complete an accident/theft report form.

If the vehicle is stolen or if you or an authorised driver 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 or alcohol,

If you or an authorised driver has an accident you and the authorised driver must:

- exchange names and addresses and telephone numbers with the other driver;
- take the registration numbers of all vehicles involved;
- take as many photos as is reasonable showing:
- the position of the vehicles before they are moved for towing or salvage;
- the Damage to the vehicle;
- the damage to any third party vehicle or property; and
- the general area where the accident occurred, including any road or traffic signs;
- obtain the names and addresses and telephone numbers of all witnesses;
- not make any admission of fault or promise to pay the other party's claim or release the other party from any liability;
- forward all third party correspondence or court documents you receive to us within 7 days of receipt; and

- co-operate with us in the prosecution of any legal proceedings that we may institute or the defence of any legal proceedings which may be instituted against you or us as a result of an accident, including attending our lawyer's office and any Court hearing.

#### Onboard technology

The vehicle may be equipped with certain onboard technology such as GPS systems, antennas, transceiver boxes, or similar equipment. The Hirer agrees not to tamper with the onboard technology and agrees to be responsible for any and all damage or theft to the onboard technology which occurs during the term of hire.

#### Onboard equipment or accessories

The vehicle may be equipped with certain onboard equipment or accessories including mounted cranes, cages, gates, tail-gates, tautliner curtains, crane PTOs, and tail gate controls. The Owner will demonstrate the correct use of the equipment prior to the hire term and provide further information to the Hirer. The Hirer agrees to be responsible for any and all damage or theft to the onboard equipment or accessories which occurs during the term of hire.

A GPS tracking device (GPS Device) is fitted to the vehicle to enable us to track the geographical location of the vehicle whilst it is out of our possession. When you sign this agreement, you authorise us to use the GPS Device to track the vehicle until it is returned to us.

#### Services and repairs

The Owner must pre-approve in writing any services to, repairs of, or replacement of the vehicle or a part of accessory to the vehicle.

#### Fines and penalties

The Hirer agrees to pay fines and penalties incurred in connection with all parking, traffic, operating and moving violations in relation to the vehicle during the hire term.

#### Tolls

The Hirer will be responsible for the payment of any or all tolls associated with the use and operation of the vehicle during the hire term, and for the payment of any and all fines, fees, costs or expenses related to toll evasion. The Hirer must not tamper with the toll transponder in the vehicle. If it is damaged or removed during the hire term, the Hirer must pay for its replacement.

#### Special fees and taxes

The Hirer agrees to pay for all special fees or taxes required by any law or regulation, including trip permits or licences or weigh bridge fees.

#### Security Deposit

The Hirer is required to pay a security deposit as a condition of hire. The Owner will hold the security deposit as security for the Hirer's performance of all of its obligations under this agreement. The Hirer will not be entitled to any interest on the security deposit. If the Hirer defaults in the performance of any of its obligations under this agreement, the Owner may apply all or a portion of the security deposit to pay any money owing to the Owner for breach or damages sustained by the Owner to cure the default. If the Hirer fully performs and complies with all of the terms and conditions of this agreement, the Owner will return the remaining security deposit within a reasonable period after the Hirer returns the vehicle.

Failure to pay a security deposit will result in cancellation of the vehicle hire.

#### Condition and use of vehicle

##### Condition of vehicle

The Hirer acknowledges that hirer has examined the vehicle and confirms that it is clean and in good condition, except as otherwise noted in the agreement and the Vehicle Details and Condition Report.

### Permitted use

The Hirer must use the vehicle only for its intended purpose of transporting goods and in compliance with all applicable laws, rules and regulations. The Hirer agrees to remain in possession of the vehicle and not abandon the vehicle at any time during the hire.

### Heavy vehicle national law

The Hirer must ensure the vehicle is operated in accordance with the heavy vehicle national law including as operator defined by said law. Heavy vehicle national law as enacted by each state and territory under the following legislation in each state. The vehicle must be operated only by the Hirer and its delegate drivers. The Hirer must not sell, transfer, part with or share possession of or control over the vehicle or allow to exist or create or attempt to create any security interest over the vehicle.

### Documents

We will need copies of:

- Your licence (Your licence must be valid and current. Australian licences only. We require C class for vehicles under 3t, and MR/HR class for heavy vehicles 4-12t.
- A second identification document with a current address such as passport or rates document.
- A valid credit card with an expiry date after the due check-in date.

### Licensing

All authorised operators of the vehicle must be properly licensed.

Only you or an authorised driver may drive our vehicle. If you let anyone who is unauthorised drive the vehicle it is a Major Breach of the SCS Transport Logistics Hire Agreement with the consequence that neither you nor the unauthorised driver has cover for any Damage, theft of the vehicle or for any Third Party Loss; and both you and the unauthorised driver are liable to pay for that Damage, theft and for any Third Party Loss.

You and any authorised driver must also have a valid licence issued in an Australian state or territory that is appropriate for the class of vehicle and that is not subject to any restriction or condition and learner drivers and provisional and probationary licence holders are not acceptable and must not drive the vehicle.

We set age limits for those hiring and driving our vehicle, so that you and any authorised driver must be at least 25 years of age and not more than 80 years of age and have no less than 12 months driving experience, unless we have agreed to a variation of that restriction before the Start of the Hire and it is shown in the Hire Agreement.

The vehicle must not be driven if your licence or the licence of any authorised driver has been cancelled within 2 years of the date of the Hire Agreement.

### In violation of this agreement

- To carry persons other than drivers or helpers employed by the Hirer and with the person only riding inside the cab of the vehicle;
- In circumstances where there are more drivers than seatbelts within the cab;
- To tow boats, campers, trailers or other similar equipment or to tow any other vehicle unless it is approved by the Owner.
- In a reckless or abusive manner.
- On an unidentified tyre.
- For carrying or hauling hazardous, toxic or explosive materials including dangerous goods, petrol or propane;
- For the transportation of any illegal substance;
- To transport animals;
- While the hirer or authorised operator is under the influence of alcohol, drugs or has a blood alcohol content that exceeds the legal limit in the state or territory where the vehicle is driven;
- In any race, motor sport, test, contest or film;



- In any way defamatory to the Owner or in a way that puts the Owner in a negative light or in an unlawful manner;
- Where the vehicle is damaged or unsafe.
- To transport goods except in compliance with all necessary approvals, licences and legal requirements, acquired at the Hirer's expense.
- Smoking in the vehicle.
- Returning the vehicle unclean.

#### Where the vehicle can and cannot be used

The vehicle must be driven on a Sealed Road at all times (unless roadworks are being conducted by a statutory road authority).

The vehicle must not be used in any area that is prohibited by us. Prohibited areas include:

- roads that are prone to flooding or are flooded;
- beaches, streams, rivers, creeks, dams and floodwaters;
- any road where the police or an authority has issued a warning;
- any road that is closed;
- any road where it would be unsafe to drive the vehicle; and
- any area that is off-road.

The vehicle must not be driven above the Snow Line unless appropriate snow chains are fitted by you and a snow fee of \$9.90 per day is paid.

Subject to these Terms and Conditions, unless the vehicle is a Commercial vehicle, it may be driven within Queensland but it must never be driven outside of Queensland unless we have given you prior permission to do so, it is noted on the Hire Agreement and you have paid the fee of \$99.00.

Even if prior permission to drive the vehicle outside of Queensland is granted, the vehicle must never be driven beyond the following borders:

- Queensland: north of Rockhampton and west of Longreach; and
- South Australia: beyond Adelaide; and
- in the Northern Territory, Western Australia or Tasmania.

#### Storage

While not in use, the Hirer agrees to store the vehicle in a safe location and undertake reasonable precautions to guard against any theft of or vandalism or damage to the vehicle during the hire period.

#### Fuel

The Hirer must only fill the vehicle with the fuel type specified in the manufacturer's specifications. If the Hirer puts the wrong type of fuel in the vehicle, hirer will be liable to the Owner for the costs of any damage or repair.

To the extent of any vehicle requires diesel additives during the hire period, hirer agrees to pay for the additives as needed.

#### Keys

In the event of loss of vehicle keys, you will need our office. It could take between 24 and 48 hours for you to receive the new keys. Additional service charges will apply.

#### Passengers

Non-working passengers are not permitted in our vehicles.

#### Additional drivers

Only those people whose names are recorded on the Rental Agreement may drive the vehicle. Please register an additional driver on your agreement.



### Roadside Assist

If the call out is for a problem not inherent to the vehicle eg. Locked keys in the vehicle, changing a flat tyre, flat battery due to accessories left on etc, a \$250.00 Roadside Assistance Fee is applicable. There is no charge should the problem be inherent to the vehicle, e.g. Mechanical issues. We offer a Roadside Assistance Cover, please contact us for more details and pricing. Towing is additional.

### Additional equipment

Trolleys and pallet jacks are available, subject to availability, please advise us if you require one, at an additional charge.

### Return of the vehicle at the end of the hire period

#### Obligations of return

On return of the vehicle, the Hirer:

1. must return the vehicle to the Owner in the same condition as received except for ordinary wear, to the location where hired, no later than the due date.
2. will be responsible for all physical damage to the vehicle or its equipment caused during the hire term including the cost associated with repairing the damages.
3. will be responsible for any downtime or loss of use in connection with any repairs, calculated based on the average hire revenue which would otherwise be received by the Owner for the vehicle during the period for which the vehicle is out of operation.
4. must return the vehicle with no less than the threshold amount of fuel as when hired.

### Default and termination

Event of default will occur if the Hirer:

1. fails to pay any hire charges or fails to pay part or whole of any money payable under this agreement;
2. fails to maintain any insurance coverage;
3. fails to perform or observe an obligation on its part contained in or implied by any other term of this agreement; fails to return the vehicle when due;
4. abandons the vehicle;
5. fails to comply with all applicable laws, rules and regulations;
6. fails to provide a security deposit;
7. suffers an insolvency event;
8. makes any false representation or statement either in this agreement or in connection with hiring a vehicle;
9. damages or destroys any part of whole of the vehicle;
10. does not secure the vehicle so that the vehicle is stolen or lost and not recovered;
11. breaches this agreement in any way.

Insolvency event means the appointment of a receiver, manager, administrator, liquidator trustee, or similar appointment to manage or terminate the affairs of the Hirer.

### No Remedy for payment default

There is no remedy for hirer's failure to pay hire charges;

### Remedies for default

On the occurrence of an event of default, the Owner will not be required to perform its obligations under this agreement and may immediately terminate the agreement and exercise one or more of the following remedies

### Cancel a reservation

Enforce the terms of this agreement and recover any direct, incidental, consequential, punitive, statutory or other damages from the Hirer including but not limited to downtime and loss of use;

#### Immediately take possession of and repossess the vehicle;

Charge hirer's credit card for any amounts the Owner reasonably determines are owed under this agreement, and all costs to remove signage on the vehicle, remove any security interest affecting the vehicle, and restore the vehicle to the same condition and appearance as when received, with ordinary wear and tear excepted.

#### No liability for contents

To the extent permitted by law, the Owner will not be liable for loss or damage to any property or cargo left, stored, loaded or transported by the Hirer or any other person in relation to the Hire regardless of cause. the Hirer assumes all risk of that loss or damage and waives all claims against SCS Transport.

#### Interest

Should the hirer fail to pay any hire charges or other money due under this agreement when due, the Hirer will be liable for interest on the outstanding amounts at the interest rate which is applied to the agreement.

#### Legal fees and costs

If the Owner initiates legal action or engages legal advisers in relation to my actual, threatened or potential event of default, the Owner will be entitled to reimbursement from the Hirer of all associated expenses.

#### Return of the vehicle

All vehicles returned must be in a good condition, accompanied by all materials within, accompanied by the keys tools jacks and equipment supplied; free from security interests; and returned during business hours.

#### Confidentiality

##### Disclosure of personal information

The owner may disclose personal information about the Hirer in relation to any government body or law enforcement authority if requested, or in relation to the remedy of the event of default.

#### Breach

If you or any authorised driver:

- commit a Major Breach of the SCS Transport Logistics Hire Agreement 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, or equivalent legislation in other states has occurred.

You and any authorised driver:

- have no Damage Cover; and
- are liable for all Damage, theft of the vehicle and Third Party Loss.

#### Liability

The Hirer:

- assumes the risk of loss of or damage to all vehicles from any and every cause whatsoever, including causality, collision, upset, fire, flood, theft, malicious mischief, vandalism, graffiti, and glass breakage.
- will provide liability insurance for the hire of the vehicle, in accordance with the standard provisions of a comprehensive motor vehicle with limits or at least \$30,000,000 per occurrence for third party damage.
- will provide liability insurance for the hire of the vehicle, in accordance with the standard provisions of a comprehensive motor vehicle up to the registered market value of the vehicle. Such insurance will cover all risk or, or damage to the vehicle including but not limited to causality, collision, upset, fire, theft, malicious mischief, vandalism, graffiti, glass breakage. Such insurance is in the form acceptable to the Owner and shall be endorsed to endorse and include the Owner as the named insured and loss payee.

The Hirer will always be liable for the loss or damage of the vehicle accessories, and loss or damage of the vehicle resulting from:

1. The Hirer breach of this agreement;
2. The use of the vehicle off a paved road;
3. Failure of the Hirer or operator to remove the keys from the ignition while the vehicle is unattended.
4. Failure of the Hirer to take all reasonable precautions against such loss or damage of the vehicle;
5. Abandonment of the vehicle;
6. Improper use of the vehicle including but not limited to driving the vehicle in excess of the limits of its design, weight or dimension; driving the vehicle where there is insufficient clearance either in height or width;
7. Unauthorised repairs or alterations to the vehicle;
8. The vehicle becoming unsafe or unroadworthy while under the control of the Hirer;
9. Where the driver or operator of the vehicle does not hold the applicable licence for the operation of the vehicle or any licence at all, is not otherwise authorised to operate the vehicle or is not experienced in the use of the vehicle;
10. Fraud;
11. Fines and penalties issued in respect of the Hirer's use of the vehicle during the term;
12. Radioactive, chemical or biological contamination; or
13. Underground, aviation, airport or airside activities.

No coverage for cargo or property in the vehicle – the Owner will not provide coverage to the Hirer for any cargo or other contents in the vehicle nor is the Owner responsible for any cargo or other of the contents of the vehicle.

A certificate of currency of the insurance will be provided by the Hirer to the Owner prior to payment of the term.

The Hirer will notify the Owner immediately of any loss of, damage to, or accident/ incident involving any vehicle. This notice shall be effected immediately by telephone and in writing as soon as practicable thereafter. The Hirer shall cooperate fully in the investigation, prosecution, and /or defence of any incident, claim or suit arising out of any such occurrence as shall do nothing to impair or invalidate any coverages herein. The Hirer shall also report any incidents or accidents to the local police as required by law.

#### Indemnity and limitation of liability

To the extent permitted by law, the Hirer must protect, defend, indemnify and hold harmless the Owner and its partners and agents, from any and all liabilities to the extent that the liability arises from the Hirer's failure to comply with its obligations to the law and government bodies having jurisdiction over the Hirer and the vehicle; the Hirer's failure to comply with the terms of this agreement; any liability relating to any property left in the vehicle; any liability imposed under any worker's compensation act for any and all injuries or property damage sustained by the Hirer or any agent; any loss or damage incurred by the Owner from the Hirer's use of a vehicle; claims arising out of the Hirer's negligence; or claims arising out of the Hirer's maintenance, use or operation of the vehicle.

Survival – The Hirer's obligations will survive the termination or expiration of this agreement.

Non-excludable obligations – The Owner does not limit, restrict, modify or exclude the application of any provision, condition or warranty, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law in the Competition and Consumer Act 2010, or any other statute where to do so would contravene that statute or cause any part of this clause to be void.

No warranties – except in relation to non-excludable obligations and to the extent permitted by law, the Owner expressly excludes all conditions, warranties, guarantees, rights remedies, liabilities or other terms implied by statute, custom or the general law that impose any liability or obligation on the Owner.

Except in relation to the non-excludable obligations and to the extent permitted by law, the Owner makes no warranty of any kind, express or implied, as to the acceptability, fitness for any particular purpose or absence of any manufacturing defects of any vehicle, regardless of the cause. The Owner and its agents will not be liable for, and the Hirer releases the Owner and its agents from all consequential, incidental, special, punitive or statutory damages including but not

limited to the Hirer's profits or business, loss or damage to cargo, loss of driver's time, costs related to any breakdown, or failed reservation; and for any property left, stored, loaded or transported on the vehicle.

#### General provisions

The Hirer is not permitted to assign, transfer, convey or sublet any rights, duties and/or obligations set out in the agreement.

The Hirer agrees not to directly or indirectly, participate in, establish or create individually or in concert with others, any communications which makes, represents or advertises, by way of fact or opinion, any slanderous, libellous, injurious, disparaging or adverse statements about the Owner and its agents. The Hirer recognises that engaging in that conduct is harmful to the Owner's business to such an extent that monetary damages may not be adequate remedy and as a result, the Hirer agrees to the Owner seeking an injunction against the Hirer to prevent the dissemination or communication of any defamatory or injurious material or statements.

The Hirer acknowledges and agrees that this agreement is binding.

If a vehicle provided to the Hirer as an additional or substitute vehicle under the Master agreement, the terms of that underlying agreement will control the extra vehicle unless otherwise noted in the underlying agreement.

The parties represent and warrant that there have been no representations or promises made by the other or their representatives on which they relied in connection with this agreement other than what is set out in this agreement.

This agreement will be governed by the laws of the state of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that state.

This agreement constitutes the entire agreement and understanding between the parties relating to the hire of the vehicle and must not be modified or altered except by written instrument duly executed by the parties. This agreement supersedes any prior agreement between the parties concerning the vehicles.

Should any clause, sentence, paragraph or other part of this agreement be found by any court or competent jurisdiction to be invalid or in any way unenforceable, the finding will not affect, impair, invalidate or nullify this agreement in its entirety, but will affect only the clause, sentence, paragraph or other parts found to be invalid or unenforceable.

The Hirer agrees to cooperate with the Owner in connection with the defence or prosecution of any legal proceedings or in dealing with any government authority. The Owner cooperates with all federal, state and local law enforcement officials to provide the identity of the Owners who operate the hire vehicles.

GST – Any consideration payable or to be provided for a supply made under or in connection with this agreement, unless specifically described in this agreement as GST inclusive, does not include any amount on account of the GST. If GST is payable on any supply made under or in connection with this agreement. The Hirer must pay to the Owner an additional equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided.

#### Disputes & Resolution

We welcome every opportunity to resolve any concerns you may have with our service. In the first instance contact us to discuss your concern. If you are not satisfied with the response received and your concern is still not resolved to your satisfaction please write to Internal Dispute Resolutions Officer, SCS Transport Logistics, 555 Tarragindi Rd, Salisbury Q 4701. Your concern will be investigated by an officer with full authority to deal with the complaint and we will inform you of the outcome within fifteen working days of receiving your letter.

Disputes based on breach of the agreement will be taken to legal advisors and/or state policing authorities for resolution.

### PPSA

You acknowledge and agree that by entering into this agreement, you may be granting security interests to the Owner and this agreement constitutes a security agreement; the Owner may perfect any security interest by registering one or more financing statements on the Personal Property Securities Register PPSA register; and the Owner may protect its interest in the vehicle by registering a financing statement on the PPSA register and you will not request the Owner to discharge or amend any financing statement on the PPSA register.

The Owner does not need to give the Hirer any notice under the PPSA unless the notice is required by the PPSA and that requirement cannot be excluded.

The Hirer must do anything reasonably required by the Owner to enable the Owner to register any security interest, with the priority it requires, and to maintain the registration.

### Interpretation

Except as otherwise stated in this agreement, including, includes or for example or similar expressions do not limit what else is included.



AGREEMENT NUMBER..... VEHICLE REGISTRATION.....

VEHICLE TYPE..... VEHICLE ODOMETER.....

VEHICLE ACCESSORIES .....

DATE OF AGREEMENT.....END DATE OF AGREEMENT .....

NAME OF THE HIRER.....

ABN OF HIRER..... HIRER CONTACT.....

HIRER ADDRESS.....

HIRER EMAIL .....

HIRER PUBLIC LIABILITY INSURANCE DETAILS.....

NAME OF THE DRIVER.....

DOCUMENTATION ADDED:

Licence # ..... Licence Class.....Licence expiry date.....

Hirer Inspection report submitted? YES/NO

I understand that by signing this agreement, the HIRER party signing this agreement remains responsible for all acts and omissions in relation to the vehicle and agrees to the full terms and conditions of the hire agreement.

HIRER SIGNED BY (NAME)..... HIRER SIGNATURE.....

OWNER NAME & SIGNATURE.....

NOTES .....