

Terms and Conditions of Vehicle Rental

(Last updated: 01 Jan 2021)

OUR COMMITMENT TO YOU

Hosi Elite Solutions PTY LTD is a part van rental servicing for the transports and logistics industry. Within New South Wales Australia, Hosi Elite Solutions operates in Busby and licensee owned location.

We are committed to providing quality service and value for money. In particular:

- we provide previous and current model Toyota HiAce vehicles; and*
- our vehicles are serviced and maintained in accordance with manufacturers' recommendations.*
- Hosi Elite Solutions undertakes to transact its business:*
- fairly, reasonably, and honestly and to encourage its suppliers, agents, and others to act fairly, reasonably, and honestly; and*
- with competence, care, and prudence, ensuring due compliance with the Code.*

CONSUMER RIGHTS STATEMENT

All Your rights set out in this Vehicle Rental Agreement are in addition to Your rights as a consumer (**Your Consumer Rights**) under applicable consumer protection legislation, including the Australian Consumer Law.

Your Consumer Rights are not excluded, restricted, or modified by this Vehicle Rental Agreement. You can find out more about Your Consumer Rights from consumer organizations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

YOUR FEEDBACK

Hosi Elite Solutions welcomes Your feedback. Please tell us where we are going wrong by contacting us through our website (<http://www.hosi.com.au>) at 'Customer Service' or by phone or email. (We would also like to hear about what we are doing right).

If You have specific issues or concerns, please email enquiry @elsosgroup.com or phone 1800 553 773. Issues are logged and assigned an enquiry number, which You can use as a reference. Issues raised are managed by an experienced team of Hosi employees to ensure swift resolution for You. Hosi Elite Solutions aims to resolve standard queries (not involving damage or insurance related issues) within 7 working days. There are occasions, for example hailstorms, flood events, and so on, which may result in multiple claims around the same time. In such circumstances we aim for as prompt a resolution as possible. Damage or insurance related issues cannot be allocated a predetermined timeline because of the involvement of external parties over whom Hosi Elite Solutions has no time procedural control, but we aim for as prompt a resolution as possible.

INTERPRETING YOUR VEHICLE RENTAL AGREEMENT

The vehicle rental agreement between Hosi Elite Solutions and You (**Vehicle Rental Agreement**) is made on the date shown on the Rental Document You have signed in respect of the Vehicle and is made up of that Vehicle Rental Agreement and Terms and Conditions. The Vehicle Rental Agreement, Rental Document and Terms and Conditions apply in addition to any representation made to You by Hosi or Hosi employees.

By entering into the Vehicle Rental Agreement, YOU also agree to be bound by the terms and conditions set out in:

- Privacy Collection Statement (Annexure A)*
- RMS E-toll Facility Terms and Conditions (Annexure B)*
- Pricing Schedule*

Fees and charges that Hosi is entitled to charge without further consent from You other than signing the Vehicle Rental Agreement are set out in the Pricing Schedule at Annexure C. Additional fees and charges for optional services or Accessories will be explained to You at the time they are offered to You or are disclosed in the Rental Document.

In these Terms and Conditions:

'**Accessory**' means any equipment set out in the Vehicle Rental Document, including (as applicable) any global positioning system receiver or similar device, or similar equipment.

'**Account**' means the debit card, credit card or Hosi charge account to which Rental Charges are to be debited.

'**Additional Driver Fee**' means the fee payable by You to Hosi Elite Solutions for the addition of an Authorized Driver aside from You.

'**Authorized Driver**' means You and any additional driver who is:

- Your spouse.*
- Your employer, employee, fellow employee, or partner if it is disclosed by You to Hosi that the Vehicle is rented for business purposes; or added to Your rental as an additional Authorized Driver using the additional drivers form or Rental Document.*

'**Australian Consumer Law**' means the Competition and Consumer Act 2010.

'**Code**' means the Australian Finance Industry Association Car Rental Code of Practice.

'**Collection Costs**' means Hosi's reasonable costs of collecting unpaid Rental Charges from You.

'**Excess Amount**' means the amount shown as 'Excess Amount' on the Vehicle Rental Document.

'**Excess Reduction**' means the product called 'Excess Reduction' that You may purchase before Your rental commences to reduce any Excess Amount payable.

'**Fair Wear and Tear**' means Fair Wear and Tear described in the Code headed "AFIA Fair Wear and Tear Guide - Rental Vehicles" and does not include damage.

'**Hosi**' means Hosi Elite Solutions Pty Limited ABN 76 630 288 210

'**Insurance Policy**' means a policy of liability insurance arranged by Hosi for Your and an Authorized Driver's liability to a third party for damage to the property of that third party which is caused by the legal use of the Vehicle by You or an Authorized Driver.

'**Late Return Charge**' means a single charge payable by You if You do not return the Vehicle on the date and by the time shown on the Rental Document or an alternative return date and time as agreed with Hosi.

'**Loss Damage Waiver**' means the loss damage waiver described on the Rental Document as LDW which reduces Your financial responsibility for loss or damage to the Vehicle to the Excess Amount.

'**Manufacturer's Specifications**' means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual located in the glove box of the Vehicle.

'Overhead Damage' means damage (excluding hail damage) to the Vehicle during the Rental Period above the top of the door seal or the top of the front and back windscreens, or damage to third party property, caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle.

'Refueling Service Fee' means the cost of fuel per liter plus Hosi's reasonable costs associated with arranging to fill the Vehicle with fuel;

'Rental Charges' means the fees, costs, amounts and charges specified on the Rental Document and Pricing Schedule or payable under this Vehicle Rental Agreement.

'Rental Period' means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to Hosi;

'Roadside Assistance Cover' means the provision of the roadside assistance services described in clause 5.4 for the Roadside Assistance Cover fee specified in the Pricing Schedule;

'Roadside Callout Fee' means a charge for an individual roadside assistance callout event, as specified in the Pricing Schedule;

'State' means a state within Australia including New South Wales, Victoria, Queensland, Western Australia, South Australia and the island of Tasmania;

'Underbody Damage' means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with the bottom of the door seal and the bottom of the front and rear bumper bars where Hosi considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage;

'Vehicle' means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, any tag or device for paying electronic tolls, all Accessories and contents supplied by Hosi unless the context requires otherwise;

'We' refers to Hosi; and Hosi Elite Solutions

'You' or **'Your'** refers to the person(s) with whom the Vehicle Rental Agreement is made; and

'Vehicle Rental Document' means a legally binding contract made between Hosi and You or the person hiring the Vehicle and any Authorized Driver;

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1. PAYMENT

A. AT the end of the Rental Period, You authorize the debit of Your Account by Hosi to pay:

I. all Rental Charges;

II. any amount paid or payable by Hosi or You to any person arising out of Your use of the Vehicle or imposed on You or Hosi by any government or other competent authority;

III. the replacement cost (as reasonably determined by Hosi) for a lost or stolen Accessory;

IV. the card surcharge payable for the method of payment You chose to use for Your Account; and

V. any amount which You reasonably owe to Hosi under the Vehicle Rental Agreement, in respect of a breach of the Vehicle Rental Agreement or otherwise.

B. Hosi will provide to You clear information containing sufficient detail about any amount payable, including a clear justification with respect to the amounts charged and how these amounts have been calculated.

C. Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by Hosi. If Hosi reasonably determines that a Rental Charge should be adjusted, Hosi will provide details to You if Hosi has Your contact details.

D. The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

E. one day's rental at the 'daily rate' shown on the Rental Document; and

F. the amount payable for the number of kilometers driven during the Rental Period.

G. Distance charges (including the number of kilometers driven) are measured from the Vehicle's odometer.

H. Hosi will notify You of all amounts payable to Hosi. You may dispute these amounts by contacting enquiry@elsosgroup.com within 5 working days of the notification being sent. You authorize Hosi to charge and debit from Your Account all undisputed amounts payable to Hosi under the Vehicle Rental Agreement.

I. If You pay Your Rental Charges by credit or debit card, You acknowledge that it may take up to 7-10 business days for Your financial institution to release any amount which has been authorized by that institution at the request of Hosi which is in excess of Your Rental Charges.

J. Hosi will pay, within 14 days, any refund due to You by such method as Hosi may reasonably choose.

K. If You fail to pay any amount due under or in connection with the Vehicle Rental Agreement within 14 days of the date by which You were required to pay the amount, You must also pay Hosi and You authorize Hosi to debit from Your Account:

L. interest at 15% per annual (compounded daily) on the amount from the expiry of 14 days from the date on which You were required to pay the amount to the date of payment; and

M. on and as demanded, Hosi's Collection Costs including interest on Hosi's Collection Costs calculated in accordance from the date of demand.

N. Hosi will notify You of all amounts payable to Hosi. You may dispute these amounts by contacting enquiry@elsosgroup.com within 5 working days of the notification being sent. You authorize Hosi to charge and debit from Your Account all undisputed amounts payable to Hosi under this clause to Your Account.

O. If you returns the Vehicle after the Drop Off Date and Time, or to a place other than the Drop Off Location, then you will be liable for additional rental charge in addition to a Late Return Fee

P. If you do not purchase Roadside Assistance, for each roadside assistance callout, you will be charged a Roadside Assistance Fee. Roadside assistance callout is required for:

I. Vehicle refuelling;

II. "jump starting" the Vehicle;

III. a tyre-related incident;

IV. any lost Vehicle key;

V. any key locked in the Vehicle; and

VI. a flat battery due to lights or other electrical equipment being left on.

Q. If you breaches this Agreement, in addition to the Rental Fee, you must pay a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime), provided that such breach causes the downtime of the Vehicle.

2. MINIMUM RENTAL FEE

The minimum rental fee that you must pay for the rental of the Vehicle is a sum equivalent to the Rental Fee plus any Excess Kilometre Charge.

3. HOSI ELITE SOLUTIONS OBLIGATIONS

A. When you make a reservation with Hosi, the Hosi will provide a Vehicle and any optional extras requested (subject to availability), that is of acceptable quality and in good working order for the Rental Period.

- B. The Hosi will ensure the Vehicle's operations manual, which contains specifications of the manufacturer of the Vehicle ("**Manufacturer's Specifications**"), is provided in the glove box of the Vehicle.
- C. If the Vehicle breaks down during the Rental Period because of the Hosi's negligence or any inherent mechanical faults (as reasonably determined by the Hosi or its authorised repairer), Hosi will recover and repair the Vehicle at no additional cost. If the Vehicle cannot be repaired, Hosi will use its best endeavours to provide a replacement vehicle of an equivalent size and standard to the Vehicle for the remainder of the Rental Period.
- D. If it is not possible to conduct an inspection of the Vehicle with you when you drops off the Vehicle, Hosi will use its best endeavours to confirm with you the condition of the Vehicle within four (4) working hours of return of the Vehicle.
- E. Hosi will provide details to you regarding any sum payable of this Agreement.
- F. Within fourteen (14) business days, Hosi will refund to you any excess sum paid by You.

4. YOUR OBLIGATIONS

- A. (**Authorised Driver**) You must only allow the Authorised Driver to drive the Vehicle. Such Authorised Driver must hold a current drivers licence (not being a learner's licence or provisional licence) to drive the Vehicle and have a licence to drive vehicles of the same category as the Vehicle for at least twelve (12) consecutive months prior to the Agreement Date. You are responsible for any act or omission or both of an Authorised Driver or any other person You allows to drive the Vehicle. Even if accepted or included in the Rental Fee, neither you nor any unauthorised driver will be covered by any Loss Damage Waiver or Excess Reduction if any loss or damage to the Vehicle or damage to any property of a third party arises from an unauthorised driver's driving of the Vehicle.
- B. (**Safe and Proper Use of Vehicle**) You must procure that the Authorised Driver must:
 - I. use the Vehicle in accordance with all applicable laws;
 - II. only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road;
 - III. exercise reasonable care to maintain the Vehicle in a good and roadworthy condition;
 - IV. fill the Vehicle with only the fuel type specified in the Manufacturer's Specifications;
 - V. maintain all engine oils and coolant levels provided that Hosi has provided the Vehicle to you with engine oils and engine coolant at levels which reflect the Manufacture's Specifications; and
 - VI. at all times, keep the Vehicle locked when it is unattended and keep any Vehicle keys under your control or the Authorised Driver's personal control.
- C. (**Prohibited Use of Vehicle**) You must procure that the Authorised Driver must:
 - I. unless prior written consent is given by Hosi, not use or take the Vehicle to any of the Restricted Area of Use.
 - II. not use, or allow the Vehicle to be used, for any illegal purpose or race, contest or performance test of any kind;
 - III. unless prior written consent is given by Hosi, not use, or allow the Vehicle to be used to push anything;
 - IV. not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;
 - V. not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the state or territory in which the Vehicle is driven;
 - VI. unless prior written consent is given by the Hosi, not use or allow the Vehicle to be used to carry passengers for payment of any kind;
 - VII. not use the Vehicle when it is damaged or unsafe;
 - VIII. provided it is reasonable in the circumstances to do so, not drive the Vehicle after an accident or hitting an object (including an animal) until you have obtained Hosi's consent to do so;
 - IX. not at any time smoke within the Vehicle or allow any other person to smoke within the Vehicle;
 - X. unless prior written consent is given by Hosi, not use the Vehicle to carry any inflammable substance which has a flash point below 60°C or any other explosive or corrosive substance;
 - XI. unless prior written consent is given by Hosi, not use the Vehicle for the conveyance or towing of any load; and
 - XII. without Hosi's prior consent, not let anyone work on the Vehicle or arrange or undertake any repair to the Vehicle or towing or salvage of it.
- D. (**Excess Kilometres Charge**) The maximum distance each month that you and the Authorised Driver can use the Vehicle to travel in is the Kilometres Included. Where the distance travelled exceeds the Kilometres Included, you must pay to Hosi an Excess Kilometres Charge for each kilometre or part thereof exceeding the Kilometres Included. Any Excess Kilometres Charge is measured from the Vehicle's odometer.
- E. (**No Vehicle Alteration**) You must abide by all manufacturer specifications as regards the Vehicle and, without Hosi's prior written consent, must not change or alter any aspect of the Vehicle. You and the Authorised Driver must not remove, tamper with or render inoperable any tracking system or immobiliser fitted to the Vehicle.

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5. RETURN OF VEHICLE

- A. (**Drop Off Location, Date and Time**) You must return the Vehicle to the Drop Off Location on the Drop Off Date and by the Drop Off Time, otherwise Hosi will require You to pay additional rental charges.
- B. (**Return Condition**) Except for fair wear and tear, You must return to Hosi the Vehicle in the same condition (in Hosi's opinion) as it was at the commencement of the Rental Period.
- C. (**Fuel**) On return of the Vehicle, You must produce a receipt indicating that you have refuelled the Vehicle and the Vehicle has the same level of fuel that the Vehicle had when you rented it, as reasonably determined by Hosi visual inspection of the Vehicle's fuel gauge. If on its return the Vehicle has less fuel than it had when you rented it, you must pay a Fuel Service Fee per litre. This fee comprises the cost of fuel per litre in addition to Hosi's cost associated with arranging to fill the Vehicle with fuel.
- D. (**Normal Hours**) You must return the Vehicle to Hosi during its normal operating hours.
- E. (**Immediate Return**) Hosi may request an immediate return of the Vehicle or recover the Vehicle without notice if:
 - I. the Rental Period expires without satisfactory arrangements having been made by you with Hosi; or
 - II. Hosi reasonably suspects that:
 - (a) the Vehicle may be used for an unlawful purpose;
 - (b) damage to the Vehicle, or injury to persons or property, is likely to occur;
 - (c) the Vehicle will be involved in an industrial dispute.
- F. (**Drop Off**) If you fail to return the Vehicle on the Drop Off Date and by the Drop Off Time, (or any extended date or time agreed with Hosi), then:
 - I. if after notice to you the location of the Vehicle is unknown, Hosi may report the Vehicle as stolen to the police; and
 - II. you must pay Hosi all relevant fees and compensate Hosi for any loss of the Vehicle and related expenses as Hosi suffers (including any reasonably additional cost Hosi incurs in recovering the Vehicle) up to the time that Hosi recovers the Vehicle.

6. VEHICLE LOSS OR DAMAGE AND THIRD-PARTY LOSS

- A. You are liable for:
 - I. any loss of the Vehicle during the Rental Period;
 - II. subject to fair wear and tear, any damage to the Vehicle, however caused, that requires repair or replacement;

- III. any damage assessment fee incurred by Hosi; and
- IV. any loss or damage to any third-party property ("**Third Party Loss**") that:
 - (a) is caused or contributed to by You, Authorised Driver or any person you allow to drive the Vehicle; or
 - (b) arises from the use of the Vehicle by You, Authorised Driver, or any person you allow to drive the Vehicle.
- B. Hosi will waive your liability referred to in this Agreement if you:
 - I. accepts and pays for the Loss Damage Waiver option; and
 - II. pays the Excess Amount for each separate event involving:
 - III. damage (including hail damage) to, or loss of, the Vehicle; or
 - IV. Third Party Loss caused using the Vehicle by you or an Authorised Driver.
- C. On inspection of the Vehicle Hosi may make a reasonable estimate of any damage to the Vehicle and debit your Account that estimated sum up to but not exceeding the Excess Amount. Once damage is assessed, Hosi will:
 - I. debit your Account with any difference up to a total sum not exceeding the Excess Amount if the assessed sum is greater than the estimate; or
 - II. credit your Account with any difference if the assess sum is less than the estimate, and forward to you a tax invoice for the assessed sum.
- D. If Hosi receives notification of any Third-Party Loss, Hosi will make a reasonable estimate of your liability for such Third-Party Loss and will:
 - I. debit your Account or Charge Card for the sum of that estimate; or
 - II. if a sum has already been debited of this Agreement, debit your Account for any additional sum of that estimate, up to but not exceeding the Excess Amount.
- E. Despite this Agreement but subject to you will not be liable if all the following provisions of this apply including:
 - I. you and the Authorised Driver are ordinarily Australian residents;
 - II. neither you nor the Authorised Driver was at fault;
 - III. you and any Authorised Driver hold a current valid driver's licence;
 - IV. you have provided Hosi with all details reasonably requested by Hosi of the relevant incident, including:
 - (a) an incident report using the form in the **Incident Report Attachment** to this Agreement;
 - (b) any name, residential and email address, contact phone and licence number of any person involved;
 - (c) any registration number of all vehicles involved;
 - (d) an accurate description of the relevant incident and location; and
 - (e) any name of any attending police officer and the police station at which such officer is based; and
 - V. you have supplied or Hosi has established the name of the insurer of any third party that the you believes was at fault and Hosi reasonably believes that the insurer will pay Hosi for the loss, damage or both.
- F. Further to, when Hosi reasonably believes that a third party's insurer will pay Hosi for the loss of or damage to the Vehicle, within a reasonable timeframe, Hosi will refund you any Excess Amount you paid.

7. MAINTENANCE, SECURITY AND CLEANING

- A. You and any Authorized Driver must:
 - I. maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications, provided that Hosi has provided the Vehicle to You with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications;
 - II. keep the Vehicle locked when it is always unattended and the keys under Your or the Authorized Driver's personal control; and
 - III. comply with all applicable seat belt and child restraint laws.
- B. Hosi will provide 24 hour roadside assistance for all inherent mechanical faults (as reasonably determined by Hosi or its authorized repairer) at no additional cost provided that the fault does not arise as a result of any unauthorized use of the Vehicle in breach
- C. You acknowledge that Hosi may from time to time receive telematics data from device-equipped vehicles where driver monitoring is enabled, including fuel levels, distance, speed, vehicle location data (including the longitude and latitude and direction of travel), vehicle damage detection data, vehicle diagnostic information (such as advice that the engine warning light has activated), braking, acceleration and cornering data.
- D. For each roadside assistance callout for a fault or incident caused by Your act or omission (including, but not limited to emergency refueling (up to an amount required to reach the nearest petrol station), a tyre-related incident, lost keys, keys locked in vehicle, or a flat battery due to lights or other electrical equipment being left on), You will be charged the Roadside Callout Fee, unless You have purchased Roadside Assistance Cover.
- E. Roadside Assistance Cover does not apply if the Vehicle has been used in breach or in respect of any additional amount(s) payable.
- F. You must not have repairs to the Vehicle carried out unless Hosi authorizes You to do so in writing. Hosi requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt from the repairer to assist Hosi. Hosi will reimburse You for any repairs to the Vehicle authorized by Hosi in writing, provided that Hosi can verify the cost of those repairs. To the extent that Hosi cannot verify the cost of repairs, Hosi will not reimburse You.
- G. If You or another person has been using the Vehicle during the Rental Period in breach or returned the Vehicle in an excessively poor condition (excluding Fair Wear and Tear); You may be required to pay the cost of any professional cleaning or odor extraction reasonably incurred by Hosi and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or odor extraction.

8. FUEL

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- A. You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.
- B. You must pay Hosi the Refueling Service Fee amount per liter as set out on the Rental Document. The Refueling Service Fee amount reflects the cost of fuel per liter plus Hosi's reasonable costs associated with arranging to fill the Vehicle with fuel.
- C. For the purpose the fuel level of the Vehicle at the time You rent it and at the time You return it to Hosi is determined by visual, electronic or other inspection by Hosi of the Vehicle's fuel gauge, and the kilometers driven, however if a Refueling Service Fee amount is charged, that amount will be based on the number of litres of fuel actually put into the Vehicle to return it to the level of fuel that the Vehicle had when You rented it.

9. LIABILITY FOR LOSS OR DAMAGE

- A. You are liable to compensate Hosi for any damage to or loss of the Vehicle, including theft of the Vehicle, during the term of Your Vehicle Rental Agreement.
- B. You are also liable for damage to third party property which is caused or contributed to by You or an Authorized Driver or any person You or the Authorized Driver allow to drive the Vehicle.
- C. If, acting reasonably, We accept that the loss or damage was not Your fault, You will not be liable to compensate Hosi provided:
 - I. You are resident in Australia;
 - II. You provide Hosi with the following details of the incident:
 - (a) the name, residential address, contact phone and license number of any person involved;

- (b) the registration numbers of all vehicles involved;*
- (c) an accurate description of the incident and location;*
- (d) the names of any attending police officers and the stations at which they are based;*
- (e) the name of the insurer of any third party You believe was at fault; and*

III. Hosi reasonably believes that it will recover the amount of loss or damage from the third party.

D. Hosi is liable for any damage to or loss of the Vehicle that is our fault. This includes:

- I. any failure on our part to properly maintain the Vehicle; and*
- II. loss or damage directly due to our negligence or willful default.*

10. LOSS DAMAGE WAIVER

A. If You are liable to compensate Hosi, We will waive that liability if:

- I. You had accepted and paid for the Loss Damage Waiver option on the Rental Document (or if it is included in Your rate); and*
- II. You pay the Excess Amount stated on the Rental Document for each separate event involving:*
 - (a) damage (including hail damage) to, or loss of, the Vehicle; or*
 - (b) damage which is caused by You or an Authorized Driver.*

B. The waiver will not apply to:

- I. Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if You drive the Vehicle into a bridge, a tunnel, a tree, or the roof or boom gate of a car park; or damage to the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds) which damage is not attributable to Fair Wear and Tear;*
- II. You driving the Vehicle in a manner that results in total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water (including, without limitation, damage which occurs as a result of You driving the Vehicle through floods, creeks or rivers);*
- III. damage to the Vehicle caused by a breach of clause 3, 4.1, 5.1 or 5.6 (save, in respect of clause 4.1(m), for minor infractions);*
- IV. damage to a tyre or an Accessory not attributable to Fair Wear and Tear that is caused deliberately or recklessly by You; or*
- V. theft of the Vehicle, unless You report the Vehicle as stolen to the police immediately on becoming aware of the theft and provide a copy of the police report to Hosi as soon as you receive it.*
- VI. For the purposes of any reference to You includes an Authorized Driver and any person You or the Authorized Driver allow to drive the Vehicle.*

11. INSURANCE POLICY –THIRD PARTY PROPERTY DAMAGE

A. In the event of an unintended collision between the Vehicle and any other object, including another vehicle, during the Rental Period that results in damage to the property of any third party, Hosi will ensure that You are indemnified under the Insurance Policy subject to its terms, conditions and exclusions if:

- B.** the payment for the Insurance Policy was included in Your rate;
- C.** the damage or loss was caused whilst the Vehicle was driven or used by You or an Authorized Driver; and
- D.** You pay the Excess Amount stated on the Vehicle Rental Document

12. PAYMENT FOR LOSS OR DAMAGE

A. If:

- I. You are required to pay an Excess Amount ;*
- II. fault has not been determined but Hosi reasonably regards You as being the party at fault; or*
- III. You are not ordinarily resident in Australia; Hosi will debit Your Account with the Excess Amount.*

Where you are liable for the Excess Amount, only one Excess Amount will be debited by Hosi. The Excess Amount will be debited at the time of loss of, or damage to, the Vehicle and or damage to the property of any third party. If Hosi subsequently comes to a reasonable belief that a third party or the insurer of a third party will pay Hosi for the loss or damage to the Vehicle, Hosi will, within a reasonable period of time of forming that belief, refund You the Excess Amount.

B. If You report in writing that a third party has been involved in an accident, Hosi will take reasonable steps to determine fault and, where practicable, obtain an admission from the third party or the third party's insurer. If Hosi obtains that admission and You are ordinarily resident in Australia and have an Australian driver's licence, Hosi will not debit Your Account with the Excess Amount.

C.

- I. for the purposes of, 'Recovery Cost' means, in relation to the loss of, or damage to, the Vehicle the sum of:*
 - (a) any appraisal fees actually and reasonably incurred;*
 - (b) any towing, storage and Recovery Costs actually and reasonably incurred; and*
 - (c) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.*
- II. Hosi will notify You of the Recovery Cost. You must pay to Hosi, or You authorize Hosi to debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Hosi's assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund.*
- III. for the purposes of calculating any refund, Hosi will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.*
- IV. if the total of the Recovery Costs and the costs and fees that You must pay greater than the Excess Amount, You must pay the Excess Amount to Hosi, or Hosi may debit Your Account with that amount.*
- V. Where You are required to pay Hosi, the amount You must pay for any loss, damage, repair, cost or fee:*
 - (a) may be reasonably determined by Hosi; and*
 - (b) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.*

D. If the amount determined by Hosi and paid by You exceeds the final cost of the loss, damage, or repair, Hosi will refund the difference to You within a reasonable period.

E. Hosi will provide details to You of the final cost of the loss, damage, or repair on request by You and within a reasonable period. These details will include supporting documentation such as copies of the assessment, repair, towing and assessing invoices and photos of damage if Hosi is required to provide these under the Code.

F. If You report the Vehicle as stolen to Hosi and to the police in accordance with these Terms and Conditions, Hosi will debit Your Account for the Excess Amount. Hosi will initiate enquiries with the relevant authorities with a view to recovering the Vehicle. If the Vehicle is recovered,

Hosi will refund the Excess Amount less any amount for damage arising from the condition in which the Vehicle is found as a result of the theft, which is not recovered from a third party.

13. CLAIMS AND PROCEEDINGS

Where the use of the Vehicle by You, or an Authorized Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or the property of any third party (**Incident**), You must ensure that You or any Authorized Driver:

- A. promptly reports the Incident to the local police (if required by law);
- B. promptly reports the Incident in writing to Hosi;
- C. not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident, except to the extent that You or the Authorized Driver are required to provide a statement to the police;
- D. permits Hosi, or its insurers at their own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name or in the name of the Authorized Driver in relation to the Incident;
- E. permits or ensures that Hosi or its insurers may claim in Your name or that of the Authorized Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorized Driver to assist, Hosi in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Hosi; and
- F. completes and furnishes to Hosi or its insurers within a reasonable time any statement, information or assistance which Hosi or its insurers may reasonably require, including attending at a lawyer's office and at Court to give evidence.

14. TERMINATION

- A. Either party may terminate the Vehicle Rental Agreement at any time if the other party commits a material breach of the Vehicle Rental Agreement.
- B. You may terminate the Vehicle Rental Agreement if Hosi increases the Rental Charge specified in the Rental Document for a reason that is not due to an act or omission of You or the Authorized Driver.
- C. You may terminate the Vehicle Rental Agreement at any time by returning the Vehicle to Hosi.

15. PROPERTY IN VEHICLE

Unless Hosi or a Hosi employee acting in the course of their employment is negligent, or fraudulent, Hosi is not liable to any person for any loss of, or damage to any property:

- A. left in the Vehicle after its return to Hosi; or
- B. stolen from the Vehicle or otherwise lost during the Rental Period.

16. NO LIABILITY FOR LOSS OF OR DAMAGE TO PROPERTY

Except as a result of a negligent or fraudulent act committed by Hosi or its employee in the course of that employee's employment, Hosi will not be liable to any person for any loss of or damage to any property:

- A. left in the Vehicle after its return to the Company; or
- B. stolen from the Vehicle or otherwise lost during the Vehicle rental.

17. PERSONAL PROPERTY SECURITIES LAW

- A. The following terms have their respective meanings in the Personal Property Securities Act 2009 (Cth) (PPSA) – financing statement, interested person, register, proceeds, security agreement and security interest.
- B. You acknowledge that:
 - I. *by renting the Vehicle from Hosi, You may be granting a security interest in the Vehicle (and any proceeds) to Hosi, and that this Vehicle Rental Agreement may constitute a security agreement;*
 - II. *any security interest arising under this Vehicle Rental Agreement attaches to the Vehicle when You obtain possession of the Vehicle and not at any other time; and*
 - III. *Hosi may perfect its security interest by lodging a financing statement on the PPSA register.*
- C. Hosi does not need to give You any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
- D. You must do anything reasonably required by Hosi to enable Hosi to register its security interest, with the priority it requires, and to maintain the registration.

18. DISPUTE RESOLUTION

- A. Hosi will use its best endeavors to respond to Your complaint within 15 business days of the date of receipt of the complaint, provided Hosi has all necessary information and has been able to complete any investigation required.
- B. If Hosi cannot respond within fifteen (15) business days, we will let You know as soon as reasonably practicable (and within fifteen (15) days of receiving Your complaint) of the revised response date.
- C. Your complaint will be reviewed by an Hosi employee who:
- D. has appropriate experience, knowledge and authority, and
- E. is different from the person or persons whose decision is the subject of the complaint.
- F. Hosi's response to the review of a customer's complaint will be in writing and will include:
 - I. *the final decision in relation to the complaint;*
 - II. *the reasons for that decision; and*
 - III. *the right to take the dispute to external dispute conciliation.*
- G. If You do not accept the resolution of Your complaint through our internal dispute resolution process, You may refer the matter to the Australian Car Rental Conciliation Service (ACRCS) facilitated by lodging a complaint online at <https://www.carrentalconciliationau.com> or by calling toll free 1800 366 840.
- H. Hosi will participate in ACRCS process in good faith, including by being represented by an employee or representative who has sufficient authority to negotiate and agree an outcome with You. Hosi will comply with any directions made by the ACRCS for the conduct of the conciliation. Hosi will seek to resolve the matter with You during the conciliation and will consider any recommended resolution.

19. SECURITY HOLDING

- A. You pay a security holding of \$350 that the commencement of the rental.
- B. If the Vehicle Rental Agreement is more the six (6) months rental. Security holding will be refunded within 14 days, after all inspection on the vehicle.

- C. If the Vehicle Rental Agreement is less than six (6) months rental. Security holding will be forfeit if in breach of the contract. Unless notify at the commencement of rental for a short-term rental,
- D. Security holding will be refunded if you notify the rental is for short term as the vehicle charge rate is based on short term rental.

20. PRIVACY

- A. Any personal information provided by You (whether personal information of You or another individual which You have the necessary consents to provide) may be collected, used and disclosed by Hosi for the purposes contemplated by this Vehicle Rental Agreement (including the Privacy Collection Statement) and Privacy Notice which can be found at <https://elitesolutionsgroup.com.au/privacy>. You agree that by entering into this Vehicle Rental Agreement, You have read the Privacy Collection Statement and Privacy Notice, understood its contents and consented to its requirements.
- B. You must not provide Hosi with any personal information of another individual unless You first make them aware of the Privacy Collection Statement and Privacy Notice and have their consent to provide such personal information to Hosi.

21. Pre-Rental Vehicle Condition Procedures

- A. Hosi will ensure that any pre-existing external damage or damage to the upholstery or interior of the vehicle arising prior to a rental is clearly and accurately shown on the pre-rental vehicle condition report.
- B. You will be given to inspect the interior and exterior of the vehicle during the check-out process to confirm it is in the condition stated on the pre-rental vehicle condition report.
- C. If You detects damage not recorded in the pre-rental vehicle condition report, Hosi will amend the report to ensure it accurately records all pre-existing damage prior to the commencement of the rental.
- D. If the rental vehicle is inspected by You in poor light or bad weather Hosi will allow their You a further period of not less than 60 minutes from the time the vehicle leaves the rental station to report any damage not recorded on the pre-rental vehicle condition report
- E. Hosi will introduce manual improvements and technological solutions, including the installation of fixed and mobile cameras, to assist in the identification of damage arising from a rental so that all pre-existing damage is shown on the pre-rental vehicle condition report.

22. Post-Rental Vehicle Condition Procedures

- A. HOSI will take reasonable steps to conduct a post-rental vehicle condition report in the presence of You and allow You to take photos of any damage to the vehicle.
- B. If You notifies Hosi and do not wish to wait or if You have left the rental station, Hosi will use their best endeavors to conduct that inspection within four hours of the return of the vehicle or if the vehicle is returned after hours, within four hours of the rental location opening for business.
- C. Hosi will use the AFIA Fair Wear and Tear Guide – Car Rental that reasonably distinguishes between fair wear and tear and damage caused during a rental.
- D. If any damage is detected in a post rental vehicle condition report, Hosi will review their records to ascertain whether the damage is new or pre-existing and if it is new Hosi will:
 - I. if You are not present, contact You.
 - II. photograph the new damage.
 - III. store the photographic evidence of new damage so that it is readily accessible in the event of a customer dispute; and
 - IV. obtain itemized estimates and an assessment of the new damage cost.
- E. Hosi will supply You with supporting documentation to substantiate repair or replacement costs or estimates to ensure that all charges are transparent and have been applied in a reasonable and proportionate manner.
- F. In all communications, Hosi will provide contact details from You to obtain further information about any damage detected in the post rental inspection.

HOSI ELITE SOLUTIONS

Who gives me strength...!!!

THANK YOU...!!!