

# TERMS & CONDITIONS OF VEHICLE RENTAL

## GENERAL CONDITIONS

### 1. RENTAL PERIOD & DEFINITIONS

The rental period of this Agreement is the Rental Period. In this Agreement the terms used in the first column of the Schedule have the meanings respectively attributed to them in the second column of the Schedule.

### 2. FEE PAYMENT

2.1 At rates specified or referred to in the Schedule, the Client will pay the Total Rental Fee for the Client's selected Vehicle and Optional Extras if g selected. The Total Rental Fee stated is inclusive of GST.

2.2 At the conclusion of the Rental Period, the Client must pay the Company: the Total Rental Fee;

any sum paid or payable by the Company or the Client to any person arising out of the Client's or the Authorised Driver's use of the Vehicle;

any sum paid or payable by the Company for towing and salvage of the Vehicle; any sum imposed on the Company, the Client or the Authorised Driver by any government or other competent authority; and  
any other sum which the Client reasonably owes to the Company under this Agreement, arising from a breach of this Agreement or otherwise.

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

2.4 If the Client does not purchase Roadside Assistance, for each roadside assistance callout, the Client will be charged a Roadside Assistance Fee. Roadside assistance callout is required for: Vehicle refuelling;

"jump starting" the Vehicle; a tyre-related incident;

any lost Vehicle key;

any key locked in the Vehicle; and

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

2.5 If the Client, the Authorised Driver or any Vehicle passenger smokes within the Vehicle, the Client will be liable for any professional cleaning or odour extraction fee carried out by the Company's authorised vehicle cleaning services.

2.6 If the Client breaches this Agreement, in addition to the Rental Fee, the Client 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.

2.7 Client authorises the Company to charge all sums payable to the Company to the Client's nominated debit card, credit card or Company charge account to which the Rental Fee is to be debited (collectively, "Client Account").

2.8 Further to clause 2.7 of this Agreement, if the Client pays the Rental Fee by debit card, the Client acknowledges that its financial institution may take up to ten (10) business days to release any excess sum which has been authorised by that institution at the request of the Company.

2.9 If after expiry of fourteen (14) days from the conclusion of the Rental Period, the Client fails to pay any sum due under or in connection with this Agreement, the Client must also pay the Company interest at ten per cent (10%) (compounded daily) on the sum from the expiry of that fourteen (14) day period.

### 3. MINIMUM RENTAL FEE

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

### 4. COMPANY OBLIGATIONS

4.1 When the Client makes a reservation with the Company, the Company 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.

4.2 The Company 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.

4.3 If the Vehicle breaks down during the Rental Period because of the Company's negligence or any inherent mechanical faults (as reasonably determined by the Company or its authorised repairer), the Company will recover and repair the Vehicle at no additional cost. If the Vehicle cannot be repaired the Company 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.

4.4 If it is not possible to conduct an inspection of the Vehicle with the Client when the Client drops off the Vehicle, the Company will use its best endeavours to confirm with the Client the condition of the Vehicle within four (4) working hours of return of the Vehicle.

4.5 The Company will provide details to the Client regarding any sum payable under clause 2.2 of this Agreement.

4.6 Within fourteen (14) business days, the Company will refund to the Client any excess sum paid by the Client.

### 5. CLIENT OBLIGATIONS

5.1 (Authorised Driver) The Client 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. The Client is responsible for any act or omission or both of an Authorised Driver or any other person the Client allows to drive the Vehicle. Even if accepted or included in the Rental Fee, neither the Client 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.

5.2 (Safe and Proper Use of Vehicle) The Client must procure that the Authorised Driver must: use the Vehicle in accordance with all applicable laws;

only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road;

exercise reasonable care to maintain the Vehicle in a good and roadworthy condition;

fill the Vehicle with only the fuel type specified in the Manufacturer's Specifications;

maintain all engine oils and coolant levels provided that the Company has provided the Vehicle to the Client with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications; and

at all times, keep the Vehicle locked when it is unattended and keep any Vehicle keys under the Client's control or the Authorised Driver's personal control.

5.3 (Prohibited Use of Vehicle) The Client must and the Client must procure that the Authorised Driver must:

unless prior written consent is given by the Company, not use or take the Vehicle to any of the Restricted Area of Use.

not use, or allow the Vehicle to be used, for any illegal purpose or race, contest or performance test of any kind;

unless prior written consent is given by the Company, not use, or allow the Vehicle to be used to push anything;

not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;

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;

unless prior written consent is given by the Company, not use or allow the Vehicle to be used to carry passengers for payment of any kind;

not use the Vehicle when it is damaged or unsafe;

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 the Client has obtained the Company's consent to do so;

not at any time smoke within the Vehicle or allow any other person to smoke within the Vehicle;

unless prior written consent is given by the Company, not use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substance;

unless prior written consent is given by the Company, not use the Vehicle for the conveyance or towing of any load; and

without the Company'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.

5.4 (Excess Kilometres Charge) The maximum distance each month that the Client and the Authorised Driver can use the Vehicle to travel in is the Kilometres Included. Where the distance travelled exceeds the Kilometres Included, the Client must pay to the Company 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.

5.5 (No Vehicle Alteration) The Client must abide by all manufacturer specifications as regards the Vehicle and, without the Company's prior written consent, must not change or alter any aspect of the Vehicle. The Client and the Authorised Driver must not remove, tamper with or render inoperable any tracking system or immobiliser fitted to the Vehicle.

### 6. RETURN OF VEHICLE

6.1 (Drop Off Location, Date and Time) The Client must return the Vehicle to the Drop Off Location on the Drop Off Date and by the Drop Off Time, otherwise the Company will require the Client to pay additional rental charges.

6.2 (Return Condition) Except for fair wear and tear, the Client must return to the Company the Vehicle in the same condition (in the Company's opinion) as it was at the commencement of the Rental Period.

6.3 (Fuel) On return of the Vehicle, the Client must produce a receipt indicating that the Client has refuelled the Vehicle and the Vehicle has the same level of fuel that the Vehicle had when Client rented it, as reasonably determined by the Company's visual inspection of the Vehicle's fuel gauge. If on its return the Vehicle has less fuel than it had when the Client rented it, the Client must pay a Fuel Service Fee per litre. This fee comprises the cost of fuel per litre in addition to the Company's cost associated with arranging to fill the Vehicle with fuel.

6.4 (Normal Hours) The Client must return to the Company the Vehicle to the Company during its normal operating hours.

6.5 (Immediate Return) The Company may request an immediate return of the Vehicle or recover the Vehicle without notice if:

the Rental Period expires without satisfactory arrangements having been made by the Client with the Company; or

the Company reasonably suspects that: (i) the Vehicle may be used for an unlawful purpose; (ii) damage to the Vehicle, or injury to persons or property, is likely to occur; or (iii) the Vehicle will be involved in an industrial dispute.

6.6 (Drop Off) If the Client fails to return the Vehicle on the Drop Off Date and by the Drop Off Time, (or any extended date or time agreed with the Company), then:

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if after notice to the Client the location of the Vehicle is unknown, the Company may report the Vehicle as stolen to the police; and

the Client must pay the Company all relevant fees and compensate the Company for any loss of the Vehicle and related expenses as the Company suffers (including any reasonably additional cost the Company incurs in recovering the Vehicle) up to the time that the Company recovers the Vehicle.

## 7. VEHICLE LOSS OR DAMAGE AND THIRD PARTY LOSS

7.1 The Client is liable for:

any loss of the Vehicle during the Rental Period;  
subject to fair wear and tear, any damage to the Vehicle, however caused, that requires repair or replacement;  
any damage assessment fee incurred by the Company; and  
any loss or damage to any third party property ("Third Party Loss") that: (i) is caused or contributed to by the Client, Authorised Driver or any person the Client allows to drive the Vehicle; or (ii) arises from the use of the Vehicle by the Client, Authorised Driver or any person the Client allows to drive the Vehicle.

7.2 The Company will waive the Client's liability referred to in clause 7.1 of this Agreement if the Client:

accepts and pays for the Loss Damage Waiver option; and  
pays the Excess Amount for each separate event involving: (i) damage (including hail damage) to, or loss of, the Vehicle; or  
Third Party Loss caused by the use of the Vehicle by Client or an Authorised Driver.

7.3 On inspection of the Vehicle the Company may make a reasonable estimate of any damage to the Vehicle and debit the Client Account that estimated sum up to but not exceeding the Excess Amount. Once damage is assessed, the Company will:

debit the Client Account with any difference up to a total sum not exceeding the Excess Amount if the assessed sum is greater than the estimate; or  
credit the Client Account with any difference if the assessed sum is less than the estimate, and forward to the Client a tax invoice for the assessed sum.

7.4 If the Company receives notification of any Third Party Loss the Company will make a reasonable estimate of the Client's liability for such Third Party Loss and will:

debit the Client's Account or Charge Card for the sum of that estimate; or  
if a sum has already been debited under clauses 7.3 of this Agreement, debit the Client Account for any additional sum of that estimate, up to but not exceeding the Excess Amount.

7.5 Despite clause 7.1 of this Agreement but subject to clause 8, Client will not be liable if all the following provisions of this clause 7.1 apply including clause 7.1(e):

the Client and the Authorised Driver are ordinarily Australian residents; neither the Client nor the Authorised Driver was at fault;

the Client and any Authorised Driver hold a current valid driver's licence;  
the Client has provided the Company with all details reasonably requested by the Company of the relevant incident, including:

an incident report using the form in the Incident Report Attachment to this Agreement;  
any name, residential and email address, contact phone and licence number of any person involved;

any registration number of all vehicles involved;  
an accurate description of the relevant incident and location; and  
any name of any attending police officer and the police station at which such officer is based; and

the Client has supplied or the Company has established the name of the insurer of any third party that the Client believes was at fault and the Company reasonably believes that the insurer will pay the Company for the loss, damage or both.

7.6 Further to clause 7.3, when the Company reasonably believes that a third party's insurer will pay the Company for the loss of or damage to the Vehicle, within a reasonable timeframe, the Company will refund the Client any Excess Amount the Client paid.

## 8. LOSS DAMAGE WAIVER AND EXCESS REDUCTION EXCLUSION

8.1 Even if the Client has selected Loss Damage Waiver and Excess Reduction, the Client will still be liable for any cost incurred by the Company if such cost arises from a substantial breach of this Agreement.

8.2 Even if the Client has selected Loss Damage Waiver and Excess Reduction, the Client must still pay to the Company in full the following costs and fees where applicable:

except for hail damage, cost of repairing any damage to the Vehicle 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, any object being placed on the Vehicle roof, or the Client or any person standing or sitting on the roof of the vehicle (collectively, "Overhead Damage");

cost of repairing any damage to the Vehicle caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars where the Company considers, acting reasonably, that the driver of the Vehicle is at fault for that damage (collectively, "Underbody Damage");

cost of repairing any Overhead Damage or Underbody Damage arising from the Client or the Authorised Driver driving the Vehicle into a bridge, tunnel, tree, roof or boom gate of a car park;

cost of repairing any damage to the Vehicle exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds;

cost of repairing any water damage to the Vehicle caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water (including damage which occurs if Client or Authorised Driver drives the Vehicle through floods, creeks or rivers);

cost of repairing any damage to the Vehicle or to any third party property caused by the Client's breach of this Agreement;

cost of repairing any damage to a tyre or a Vehicle accessory not attributable to normal wear

and tear;

cost of repairing any damage to the Vehicle or any third party property caused deliberately or recklessly by the Client, any driver of the Vehicle or any passenger carried during the Rental Period; and

cost of replacing any lost or stolen Vehicle accessory.

## 9. ACCIDENT AND CLAIM

Where an accident or claim arises from the Client, Authorised Driver or any other person's use of the Vehicle, the Client must ensure that the Client or the Authorised Driver:

if the law requires, promptly reports such incident to the local police; promptly reports such incident to the Company in writing;

submit to the Company a completed Incident Report;  
except for the purpose of providing a police statement, without the Company's prior written consent, refrain from making or giving any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability as regards that incident;

permits the Company or its insurer to bring, defend, enforce or settle any legal proceeding against a third party in the Client's name as regards such incident; and  
within a reasonable time completes and furnishes to the Company any statement, information or assistance that the Company or its insurer may reasonably require, including attending at a lawyer's office and at court to give evidence.

## 10. PRIVACY POLICY

By accepting this Agreement, the Client and any Authorised Driver acknowledge that they have read the Company's accompanying privacy policy statement and consent to it.

## 11. ROADS AND MARITIME SERVICES E-TOLL

11.1 Roads and Maritime Services (A.B.N. 76 236 371 088) ("RMS"), through the Company as RMS' agent, offers an E-Toll facility to the Client on the accompanying terms and conditions of RMS.

11.2 The Client must pay RMS any toll incurred from the Client and any Authorised Driver's use of a toll road.

11.3 By accepting this Agreement, the Client and any Authorised Driver accept and agrees to be bound by such RMS terms and conditions.

11.4 TERMINATION EITHER PARTY MAY BY WRITTEN NOTICE TO THE OTHER IMMEDIATELY TERMINATE THIS AGREEMENT IF THE OTHER BREACHES (BY OMISSION OR COMMISSION) ANY PROVISION.

11.5 The Client may terminate this Rental Agreement at any time by returning the Vehicle to the Company. Any such termination is subject to the provisions regarding minimum rental fee and return of the Vehicle specified in clauses 3 and 6 of this Agreement.

## 12. CONSEQUENCES OF TERMINATION

On and after termination or expiry of this Agreement the Client must immediately pay any outstanding unpaid Rental Fee due.

## 13. NO LIABILITY FOR LOSS OF OR DAMAGE TO PROPERTY

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

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

## 14. PERSONAL PROPERTIES SECURITIES REGISTER

The Company may register its interest under this Agreement on the Personal Properties Securities Register. To the extent permitted by law, the Client agrees that the Company does not need to notify the Client if the Company makes or changes such a registration.

## 15. GENERAL

15.1(Further Assurance) Each party must promptly at its cost execute, sign deliver and do or procure the execution, signature, delivery and doing (as the case may be) of all agreements, deeds, schedules, acts, documents and things necessary, appropriate or desirable to give effect to the provisions, terms, conditions and intentions of this Agreement. This clause remains in full force after termination, completion or expiry of this Agreement.

(Severability) If a provision, or part of it, of this Agreement is held invalid, unenforceable or illegal by a judicial authority for any reason, then that provision or part must be read down if possible but if that cannot be done then it must be severed and the balance of this Agreement will otherwise remain in full force.

15.2(Composition) This Agreement constitutes the entire agreement of the parties about its subject matter. This Agreement comprises the Schedule, General Conditions, Vehicle Condition Report Attachment, Incident Report Attachment, and RMS E-Toll and Privacy Attachment.

(Waiver) No provision of these Terms of Service is to be taken to be waived except by express written consent executed by the party which is claimed to have waived the relevant provision. (Governing Law) This Agreement must be interpreted and governed by the law of the State of New South Wales and the Commonwealth of Australia as applicable. If a dispute arises in relation to this Agreement, it must be subject to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.