



Lonely Boab Pty Ltd Trading As  
Broome Hire Centre &  
Broome and Beyond Camper Hire  
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## Terms & Conditions

Effective 1<sup>st</sup> October 2017

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context otherwise requires:

"Agreed Return Location" means the return location specified in the Contract or such other location as is agreed between the Company and the Hirer in writing;  
"Authority" means any state or federal government, and any governmental or other public or statutory body, local authority, instrumentality or other authority of any kind having jurisdiction over the Vehicles or anything in relation to the Vehicles;  
"Claim Event" means any event or incident giving rise to a claim, action, proceeding, damage, loss, cost, expense or liability incurred by or against, or made or recovered by or against, the Company however arising and whether present, future or contingent;  
"Company" means Lonely Boab Pty Ltd (ABN 20 573 017 934) trading as Broome Hire Centre , Broome and Beyond Camper Hire and, where the context requires, includes its authorised agents and representatives (as appointed by the Company from time to time);  
"Contract" means the document entitled "Contract" to which these Terms are attached signed by the Hirer;  
"Damage Liability Reduction Option" means an option offered by the Company to the Hirer from time to time to reduce the Standard Damage Liability Amount;  
"Driver's Licence" means an unexpired driver's licence issued in Australia for the particular class relevant to a Vehicle;  
"4WD" means a Vehicle whose class is indicated as 4WD (four wheel drive) in the Contract;  
"Equipment" means all equipment, tools or accessories specified in the Contract which are not deemed to be a Vehicle, and any substitute or replacement Equipment as agreed in writing between the Company and the Hirer from time to time;  
"Fuel Service Fee" means such fee as is reasonably charged by the Company in consideration of its costs to restore a Vehicle with a fuel or LP Gas reading at least equal to the level it was at the commencement of the Hire Period as specified in the relevant Vehicle Condition Report;  
"GST" means any tax imposed by or under the GST Act without regard to any input tax credit;  
"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth);  
"Hire Agreement" means the agreement for the hire of Vehicles and/or Equipment entered into between the Company and the Hirer and includes the Contract, these Terms and any document incorporated therein by reference including, but not limited to, any Vehicle Condition Report and any Damage Liability Reduction Option accepted by the Hirer;  
"Hire Period" means the hire period commencing at the date and time specified in the Contract and ending at the date and time that the relevant Vehicles and/or Equipment are returned to the Agreed Return Location;  
"Hirer" means a person who hires Vehicles and/or Equipment as specified in the Contract;  
"International Driver's Licence" means an unexpired and unrestricted driver's licence issued by an Authority of any country for the particular class relevant to a Vehicle and which authorises the holder to drive in Australia (provided such authority is written in English);  
"Off-road" means any unsealed road, being a road or track not sealed with a hard material such as tar, bitumen or concrete;  
"Off-road Camper" means a Vehicle whose class is indicated as Off-road Camper in the Contract;  
"PPSA" means the Personal Property Securities Act 2009 (Cth).

"Repairs" means any repairs to a Vehicle or any Equipment including, but not limited to, mechanical or panel beating repairs and includes any towing, recovering and storing of the Vehicle or Equipment (as the case may be);  
"Rollover", in respect of a Vehicle, means where the Vehicle either rolls over or tips onto its roof or side;  
"Security Bond" has the meaning given in clause 9.1;  
"SingleVehicleAccident" means any accident or incident involving a Vehicle but which does not involve the Vehicle colliding with another moving vehicle, and includes (but is not limited to) Rollovers and collisions with animals and stationary objects;  
"Special Conditions" means the special conditions specified in the Contract;  
"Standard Damage Liability Amount" means the standard damage liability amount applicable to the hire of any Vehicles and/or Equipment as specified in the Contract;  
"Taxable Supply" has the meaning given by Section 195-1 of the GST Act;  
"Terms" means the terms and conditions set out in this document;  
"Vehicles" means all vehicles specified in the Contract (including, but not limited to, motor vehicles, camper trailers and caravans) and all equipment, tools and accessories forming part of or otherwise supplied as standard with such vehicles, and any substitute or replacement Vehicles as agreed in writing between the Company and the Hirer from time to time;  
"Vehicle Condition Report" means the report in respect of a Vehicle detailing the condition of the Vehicle at the commencement of the Hire Period; and  
"Vehicle Transport Fee" means such fee as is reasonably charged by the Company in consideration of its costs to transport a Vehicle to the Agreed Return Location and any loss of hire income incurred as a result of the Hirer's failure to return the Vehicle to the Agreed Return Location.

1.2 The Company and the Hirer acknowledge and agree that the Hire Agreement comprises the Contract, these Terms and any document incorporated therein by reference including, but not limited to, any Vehicle Condition Report and any Damage Liability Reduction Option accepted by the Hirer. The Hirer further acknowledges and agrees that these Terms are subject to change at any time in the absolute discretion of the Company.

1.3 No amendment, alteration, waiver or cancellation of any term of the Hire Agreement is binding on the Company unless confirmed by the Company in writing.

1.4 The Hirer acknowledges and agrees that no employee or agent of the Company makes any representation, warranty or promise in relation to the hire of Vehicles and/or Equipment other than as contained in the Hire Agreement.

1.5 In the Hire Agreement, words importing the singular include the plural (and vice versa), words denoting a given sex include the other sex, and words denoting individuals include corporations (and vice versa).

1.6 References in the Hire Agreement to currency are references to the legal currency of Australia.

1.7 If the Hirer is more than one person, any obligation, covenant, representation or warranty on the part of the Hirer shall be deemed to be an obligation, covenant, representation or warranty on the part of those persons jointly and each of them severally.

### 2 AGREEMENT TO HIRE

2.1 The Hirer agrees to hire the Vehicles and/or Equipment from the Company upon and subject to the terms, covenants and conditions contained in the Hire Agreement.

2.2 Vehicles are booked for hire by reference to type. The Company reserves the right in its absolute discretion to substitute or replace any Vehicle booked for hire by the Hirer with another Vehicle of the same or similar type if the booked Vehicle is unavailable due to unforeseen circumstances. If a Vehicle of the same or similar type is not made available to the Hirer as a substitute or replacement Vehicle, the Hirer may terminate the Hire Agreement by giving notice in writing to the Company to that effect. In such circumstances, the Hirer is only entitled to, and the Company's obligations are limited to, a refund of any hire charges paid by the Hirer in respect of the Vehicle at the rate or rates specified in the Contract or, if the Hire Period has already commenced, a pro rata portion thereof.



2.3 By entering into this agreement with the Company, the Hirer consents to the attachment, installation, use and maintenance of a GPS tracking device to determine the geographical location of the Vehicle for the entire duration of the Hire Period. In addition to tracking and recording the Hirer's geographical location, the GPS tracking device will also record the manner of usage, speed and distances that are travelled by the Hirer. The information recorded by the GPS tracking device shall be held and used by the Company in accordance with the Company's Privacy Policy.

Vehicles for the entire duration of the Hire Period. In addition to tracking and recording the Hirer's geographical location, the GPS tracking device will also record the manner of usage, speed and distances that are travelled by the Hirer. The information recorded by the GPS tracking device shall be held and used by the Company in accordance with the Company's Privacy Policy.

### 3 CONDITION OF VEHICLES

3.1 The Hirer acknowledges having received a copy of the Vehicle Condition Report in respect of each Vehicle on or before commencement of the Hire Period.

3.2 The Hirer acknowledges and agrees that each Vehicle is provided by the Company to the Hirer:

- (a) in a good and clean condition except as specified in the relevant Vehicle Condition Report;
- (b) with all items specified in the relevant Vehicle Condition Report;
- (c) with the odometer and fuel or LP Gas reading at the commencement of the Hire Period as specified in the relevant Vehicle Condition Report; and
- (d) in a condition suitable for the purpose for which it is hired.



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3.3 The Hirer shall immediately notify the Company of any defect in or to any Vehicle, including with respect to any matter set out in clause 3.2.

3.4 If a Vehicle breaks down due to a mechanical fault and the Hirer is not in default of its obligations under the Hire Agreement, the Company will use its best reasonable endeavours to supply the Hirer with a replacement Vehicle of the same or similar type. If a Vehicle of the same or similar type is not made available to the Hirer as a replacement Vehicle, the Hirer may terminate the Hire Agreement by giving notice in writing to the Company to that effect. Hirer is only entitled to, and the Company's obligations are limited to, a refund of any hire charges paid by the Hirer in respect of the Vehicle at the rate or rates specified in the Contract or, if the Hire Period has already commenced, a pro rata portion thereof.

3.5 If a Vehicle is involved in an accident, the Company may, in its absolute discretion, elect to supply the Hirer with a replacement Vehicle of the same or similar type but shall not be under any obligation to do so.

### 4 USE OF VEHICLES

4.1 Without limiting clause 4.2, the Hirer agrees that the use of any Vehicle is subject to any limitations set out in the Contract.

4.2 Without the prior written consent of the Company, the Hirer shall not use, or permit any Vehicle to be used:

- (a) in a manner not considered to be cautious, prudent and consistent with the exercise of reasonable care;
- (b) without limiting clause 4.2(a), in a manner which results in a Single Vehicle Accident;
- (c) for any illegal purpose;
- (d) for racing or performance testing of any kind;
- (e) for towing, pushing or propelling anything other than Vehicles approved by the Company;
- (f) to carry a greater load than that for which it was built;
- (g) to carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;
- (h) to carry passengers or property for payment or reward;

- (i) to transport goods without first obtaining all necessary approvals, permits and/or licences;
- (j) to carry any load directly in contact with the surface of the vehicle
- (k) to carry any inflammable, explosive or corrosive substances;
- (l) to transport animals; or
- (m) to jump-start another vehicle.

4.3 Without the prior written consent of the Company, the Hirer shall not drive, or permit any Vehicle to be driven:

- a) on the Canning Stock Route, the Old Gunbarrel Highway, the Old Telegraph Road Cape York, Fraser Island or the Simpson Desert;
- b) Off-road unless the Vehicle is a 4WD or an Off-road Camper;
- c) in circumstances where the Vehicle is, or is reasonably likely to be, damaged by either submersion in water, contact with salt water, or driving through any creek, river or flooded area;
- d) when it is damaged or unsafe or whilst any warning light is illuminated;
- e) in areas in which snow chains are required by any relevant Authority to be fitted to the Vehicle;
- f) in breach of any legislation, regulations, rules or by-laws relating to road traffic and/or use including, without limitation, where the Vehicle is used contrary to any road sign or other similar warning sign, direction by Authorities or operated by a person who is under the influence of alcohol or any drug or illegal substance;
- (g) by any person who is under the age of 25 years or is not listed as an authorised driver in the Contract; or
- (h) by any person who does not hold a current Driver's Licence or International Driver's Licence.

4.4 The Company reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas for any reason. The Company will advise the Hirer of additional travel restrictions when necessary to ensure the Vehicle is used in a cautious, prudent manner consistent with the exercise of reasonable care.

4.5 The Hirer shall not sub-let, on-hire, or otherwise part with possession of, a Vehicle to any third party at any time during the Hire Period.

4.6 The Hirer shall not leave a Vehicle, or allow a Vehicle to be left, unattended whilst the ignition key is in the Vehicle at any time during the Hire Period.

### 5 SECURITY, SAFETY AND CARE OF VEHICLES

5.1 The Hirer shall, at all times:

- (a) maintain each Vehicle's engine and brake oils and engine coolant levels to the manufacturer's specifications;
- (b) maintain each Vehicle's tyre pressure at the level recommended by the manufacturer as specified in the relevant manuals;
- (c) keep each Vehicle locked and secure and the keys under the Hirer's personal control and be able to produce the keys if a Vehicle is stolen;
- (d) comply with any relevant warning signs, instructions or customer notices affixed to the vehicle
- (e) comply with any relevant seat belt and child restraint laws; and
- (f) do all things necessary to keep and maintain each Vehicle in the state and condition which it was in at the commencement of the Hire Period.

### 6 RETURN OF VEHICLES

6.1 The Hirer shall return each Vehicle:

- (a) to the Company located at the Agreed Return Location during the Company's normal business hours on or before the date and time specified in the Contract or such other date and time as is agreed between the Company and the Hirer in writing;
- (b) in the same condition as it was in at the commencement of the Hire Period as specified in the relevant Vehicle Condition Report; and
- (c) with a fuel or LP Gas reading at least equal to the level it was at the commencement of the Hire Period as specified in the relevant Vehicle Condition Report.

6.2 The Hirer acknowledges and agrees that:



(a) if a Vehicle is not returned in accordance with clause 6.1(a), the Vehicle may be reported to the police as stolen and/or additional fees will apply including, but not limited to, the Vehicle Transport Fee;

(b) the Hirer shall be responsible for a Vehicle, and the hire of a Vehicle shall continue upon and subject to the terms, covenants and conditions contained in the Hire Agreement, until the Company performs a final inspection of the Vehicle including, without limitation, where the inspection is delayed due to the Vehicle not being returned to the Agreed Return Location by the date and time specified in the Contract or being returned to the Agreed Return Location after normal business hours or at a time when the Agreed Return Location is unattended; and

(c) if a Vehicle is returned with a fuel or LP Gas reading less than the level it was at the commencement of the Hire Period as specified in the relevant Vehicle Condition Report, the Fuel Service Fee may apply.

## 7 EQUIPMENT

7.1 The Hirer acknowledges and agrees that the Equipment is provided by the Company to the Hirer on an "as is" basis and is in a condition suitable for the purpose for which it is hired.

7.2 The Hirer shall immediately notify the Company of any defect in or to the Equipment.

7.3 If the Equipment fails to operate as intended and the Hirer is not in default of its obligations under the Hire Agreement, the Company will use its best reasonable endeavours to supply the Hirer with suitable replacement Equipment. If suitable replacement Equipment is not made available to the Hirer for any reason, the Hirer may terminate the Hire Agreement by giving notice in writing to the Company to that effect. In such circumstances, the Hirer is only entitled to, and the Company's obligations are limited to, a refund of any hire charges paid by the Hirer in respect of the Equipment at the rate or rates specified in the Contract or, if the Hire Period has already commenced, a pro rata portion thereof.

7.4 The Hirer shall not use, or permit the Equipment to be used, in a manner not considered to be cautious, prudent and consistent with the exercise of reasonable care.

7.5 The Hirer shall not sub-let, on-hire, or otherwise part with possession of, the Equipment to any third party at any time during the Hire Period.



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7.6 The Hirer shall, at all times, do all things necessary to keep and maintain the Equipment in the state and condition it was in at the commencement of the Hire Period.

7.7 The Hirer shall return the Equipment:

(a) to the Agreed Return Location during the Company's normal business hours on or before the date and at the time specified in the Contract or such other date and time as is agreed between the Company and the Hirer in writing; and

(b) in the same condition as it was in at the commencement of the Hire Period.

7.8 The Hirer acknowledges and agrees that:

(a) if the Equipment is not returned in accordance with clause 7.7(a), the Equipment may be reported to the police as stolen; and

(b) the Hirer shall be responsible for the Equipment, and the hire of the Equipment shall continue upon and subject to the terms, covenants and conditions contained in the Hire Agreement, until the Company performs a final inspection of the Equipment including, without limitation, where the inspection is delayed due to the Equipment not being returned to the Agreed Return Location by the date and time specified in the Contract or being returned to the Agreed Return Location after normal business hours or at a time when the Agreed Return Location is unattended.

## 8 HIRE CHARGES & OTHER PAYMENTS

8.1 The Hirer agrees to pay to the Company, or reimburse the Company on demand:

- (a) all hire charges in respect of the Vehicles and/or Equipment at the rate or rates specified in the Contract until such time as the Vehicles and/or Equipment are returned to, or are recovered by, the Company PROVIDED THAT late charges shall apply at the rate of 150% of both the agreed daily hire rate and any amount payable under any Damage Liability Reduction Option accepted by the Hirer for each consecutive 24 hour period (or part thereof) after the agreed return date specified in the Contract. For the avoidance of doubt, the Hirer acknowledges and agrees that no refunds or credits (partial or otherwise) are payable by the Company for the early return or late pick up of a Vehicle and/or any Equipment unless expressly agreed by the Company in writing;
- (b) any GST payable by the Company in respect of any Taxable Supply made by the Company under the Hire Agreement, and any other applicable duties or taxes;
- (c) the Security Bond in accordance with clause 9.1;
- (d) the Company's costs, charges and expenses incurred in connection with any default by the Hirer of its obligations under the Hire Agreement including, without limitation any recovery costs, fines for traffic infringements and any mercantile agent's fees and legal costs (on a full indemnity basis) incurred by the Company in connection with the contemplated, attempted or actual enforcement, preservation or exercise of any of the Company's rights, powers or remedies under the Hire Agreement;
- any surcharge payable in accordance with clause 8.5;
- (f) any interest charges or administration fees payable in accordance with clause 8.6; (g) any satellite phone calls made by the Hirer using the Equipment; and
- (h) any other amount payable under the Hire Agreement including, but not limited to, damages under clause 11.

8.2 Final charges will be determined by the Company after a final inspection of the Vehicles and/or Equipment is carried out by the Company after the Vehicles and/or Equipment are returned to the Company in accordance with the Hire Agreement.

8.3 To confirm a booking the Hirer must pay to the Company a booking deposit of 25% of the full amount of the hire charges in respect of the Vehicles and/or Equipment at the rate or rates specified in the Contract ("Deposit") within 7 days of the booking being made. The balance of all hire charges in respect of the Vehicles and/or Equipment ("Hire Balance") is payable no later than 28 days prior to the commencement of the Hire Period. The Company reserves the right to cancel a booking if the Deposit or the Hire Balance is not paid by the Hirer in accordance with this clause 8.3. The Company also reserves the right to increase any hire charges payable by the Hirer in respect of the Vehicles and/or Equipment at any time prior to payment of the Hire Balance in full.

8.4 Payments may be made by credit card, cash or electronic funds transfer. The Hirer irrevocably and unconditionally authorises the Company to charge the Hirer's credit card and/or bank account nominated by the Hirer for payment of the amounts referred to in this clause 8.



8.5 All payments made by American Express will attract a 3% surcharge. If payment of the Security Bond is made by Visa or MasterCard a 2% surcharge will apply.

8.6 The Company reserves the right to charge interest at the rate of 19% per annum on all outstanding amounts which are due but have not been paid by the Hirer in accordance with the Hire Agreement plus a monthly administration fee of \$30 (or such greater amount as is determined by the Company from time to time) per month until such time as all outstanding amounts are paid in full. If applicable, interest shall be calculated on a daily basis from the due date for payment and the monthly administration fee shall be charged on the first day of each calendar month. The Company further reserves the right to charge an administration fee of \$90 (or such greater amount as is determined by the Company from time to time) for each Claim Event insurance claim in respect of a Vehicle and/or any Equipment.

## 9 SECURITY BOND

9.1 To secure the performance of the Hirer's obligations under the Hire Agreement, the Hirer shall provide a security bond equal to the Standard Damage Liability Amount as reduced by any Damage Liability Reduction Option accepted by the Hirer (Security Bond) prior to the commencement of the Hire Period.

9.2 Subject to clause 9.3, the Security Bond shall be in the form of an imprint of the Hirer's credit card and the Hirer expressly authorises the Company to charge that credit card at any time for an amount up to the amount of the Security Bond to cover payment of any amounts payable by the Hirer under the Hire Agreement.

**9.3** The Company reserves the right at any time, in the Company's absolute discretion, to require that the Hirer satisfy the Security Bond by way of a cash or a credit card payment in the sum of the Security Bond. The Company may retain the Security Bond for a period of either 21 days after the conclusion of the Hire Period, or such other period as is reasonably required by the Company to determine the Hirer's liability to the Company under the terms of this Hire Agreement and to attend to payment of that liability from the Security Bond.

**9.4** Should a Security Bond be satisfied by way of credit card the Company accepts no liability for variances in exchange rates, interest or fees charged by the Hirer's financial institution.

## 10 CANCELLATIONS

10.1 Bookings may be cancelled by the Hirer giving not less than 60 day's notice in writing to the Company prior to the commencement of the Hire Period, in which case the Hirer shall be entitled to a full refund of any amounts already paid by the Hirer to the Company (including, but not limited to, the Deposit) less an administration fee of \$250 (or such greater amount as is determined by the Company from time to time).

10.2 If the Hirer cancels a booking, either wholly or in part, but fails to give notice of such cancellation in accordance with clause 10.1, the Company shall not be obliged to refund the Deposit or any other amount paid by the Hirer under the Hire Agreement.

## 11 HIRER'S LIABILITIES

11.1 Except to the extent that the Company is negligent or otherwise liable at law, the Hirer is liable for any loss or damage to the Vehicles and/or Equipment during the Hire Period ("Property Damage") and any consequential loss suffered by the Company as a result of such loss or damage ("Consequential Loss") and to any third party or third party property which arises from the use of a Vehicle and/or any Equipment by the Hirer or any person authorised by the Hirer during the Hire Period ("Third Party Damage") and agrees to indemnify, and keep indemnified, the Company from and against all claims, actions, proceedings, damages, losses, costs, expenses or liabilities arising from, or in connection with, any Property Damage, Consequential Loss or Third Party Damage (as the case may be).

11.2 The Hirer's liability under clause 11.1 shall, at all times, be limited to the Standard Damage Liability Amount as reduced by any Damage Liability Reduction Option accepted by the Hirer prior to the commencement of the Hire Period, except where the Property Damage, Consequential Loss or Third Party Damage (as the case may be):

- (a) arises, directly or indirectly, from a breach by the Hirer of any of its obligations under the Hire Agreement;



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- (b) results from a Vehicle or any Equipment being totally or partially immersed in water regardless of cause;
  - (c) results from a Vehicle being filled with the wrong fuel;
  - (d) is to the interior of a Vehicle and requires professional cleaning, deodorising or repair;
  - (e) is caused by the Hirer failing to secure properly any load or equipment;
  - (f) is to the tyres or windscreen of a Vehicle;
  - (g) is to the under body of a Vehicle or is overhead damage including to the roof, bonnet or boot not resulting from a collision or a Single Vehicle Accident;
  - (h) is caused by the Hirer driving a Vehicle with less than the manufacturer's recommended level of radiator fluid, oil or tyre pressures or whilst any warning light on the Vehicle is illuminated;
  - (i) is to any personal property of the Hirer or any relative, associate, passenger or any person known to the Hirer, or any personal property in the Hirer's possession or control;
  - (j) cannot be attributed to a specific incident; or
  - (k) is caused by a Vehicle being driven, or any Equipment being used, in a reckless or dangerous manner,
- and, for the avoidance of doubt, the Hirer's liability under clause 11.1 shall be unlimited for any loss or damage that occurs in any such circumstances.

11.3 In the event of any Property Damage, Consequential Loss or Third Party Damage, the Hirer agrees to pay to the Company on demand:

- (a) the Standard Damage Liability Amount as reduced by any Damage Liability Reduction Option accepted by the Hirer prior to the commencement of the Hire Period, or all reasonable costs to return the relevant Vehicle and/or Equipment to the condition it was in at the commencement of the Hire Period (fair wear and tear excepted), whichever is the lesser; or
- (b) if the amount of the Property Damage, Consequential Loss or Third Party Damage (as the case may be) is unlimited by virtue of the operation of clause 11.2, all costs, charges and expenses incurred by the Company in connection with the repair or reinstatement of the Property Damage or the Third Party Damage (as the case may be) plus any Consequential Loss suffered by the Company until such repair or reinstatement is completed, and the Hirer expressly authorises the Company to deduct such amount from the Security Bond or otherwise apply the Security Bond towards the reduction of such amount.

11.4 By signing this agreement you agree that should the vehicle be used in a manner not considered to be cautious, prudent and consistent with the exercise of reasonable care, you are in breach of this hire agreement, and you agree and acknowledge that the company will suffer loss, damage or increased wear and tear to its property. In the event of such a breach you agree that the amount of your security bond is a reasonable pre-estimate of the damage that will be suffered by the Company, including the cost of inspections for damage, and that the Company is entitled to retain an amount up to the Standard Damage Liability Amount without providing any further substantiating evidence. In the event that the damage or costs suffered by the Company, as a result of your breach, exceeds the value of the bond, the Company will be entitled to recover the additional damage and costs from you, and you agree to pay the loss, damage and costs upon receiving reasonable evidence.



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11.5 The Hirer may carry out Repairs without obtaining the prior written consent of the Company PROVIDED THAT the Repairs do not exceed a cost of \$200 and are necessary to prevent further damage to a Vehicle and/or any Equipment.

11.6 The Company shall reimburse the Hirer for the costs of any Repairs carried out in accordance with clause 11.4 or clause 11.5 upon production of the original receipts in respect of the Repairs.

## 12 LEGAL PROCEEDINGS AND CLAIMS

12.1 If any loss or damage occurs in respect of a Vehicle and/or any Equipment or in respect of any third party or third party property during the Hire Period, the Hirer shall:

- (a) promptly report such loss or damage to the Company;
- (b) promptly report such loss or damage to the police if required by any applicable law;
- (c) not make or give any offer, admission of liability, promise of payment, waiver, release, indemnity or settlement without the Company's prior written consent;
- (d) allow the Company or its insurers at their own cost to conduct or settle any legal proceedings against a third party;
- (e) allow the Company to claim in the Hirer's name under any applicable vehicle insurance, and the Hirer agrees to do everything that may reasonably be required to assist the Company in making such a claim including, without limitation, assigning the benefit of any applicable insurance to the Company;
- (f) complete and furnish to the Company within a reasonable time any statement, information or assistance which the Company or its insurers may reasonably require including, without limitation, attending at a lawyer's office and at Court to give evidence for which the Hirer will be paid reasonable costs (including associated travel costs and any necessary accommodation costs); and
- (g) forward to the Company any relevant claims or correspondence from third parties within 7 days of receipt.

12.2 Failure to do what is required under clause 12.1 may result in the Hirer being responsible for any resulting costs incurred by the company.

## 13 WARRANTIES AND INDEMNITIES

13.1 The Hirer warrants and represents to the Company that, as at the date of signing the Hire Agreement (and for the duration of the Hire Period), all information supplied by the Hirer in connection with the hire of the Vehicles and/or Equipment is true, complete and accurate in all respects.

13.2 The Hirer shall indemnify, and keep indemnified, the Company from and against all claims, actions, proceedings, damages, losses, costs, expenses or liabilities arising from, or in connection with, a breach of the warranty and representation given by the Hirer in clause 13.1.

## 14 PERSONAL PROPERTY SECURITIES ACT

14.1 The Hirer acknowledges and agrees that:

- (a) if, for any reason, the Company elects to register its security interest in the Vehicles and/or Equipment under the PPSA, the Hirer shall indemnify, and keep indemnified, the Company from and against all costs of doing so;
- (b) without prejudice to any of the Company's other rights, powers and remedies under the PPSA, the Company may, at any time, exercise any of the remedies available to it under the PPSA; and
- (c) the Company does not need to give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded

## 15 TERMINATION

15.1 Without prejudice to any of its other rights, powers and remedies under the Hire Agreement or at law, the Company may, at any time, and without notification, terminate the Hire Agreement and take immediate possession of the Vehicles and/ or Equipment following any material breach by the Hirer of its obligations under the Hire Agreement and that the Hirer is liable for costs in accordance with clause

## 16 NO LIABILITY

16.1 The Company is not liable for any loss or damage to personal property left in any Vehicle, or any property received, handled or stored by the Company at any time before, during or after the Hire Period.

16.2 The Company is not liable for any direct, indirect, special, incidental or consequential loss or damage suffered by the Hirer or any other person due to any termination or breach of the Hire Agreement by the Company or arising out of any breakdown or other fault to a Vehicle and/or any Equipment whether caused by fair wear and tear or any reason whatsoever attributable to the Company or any third party during the Hire Period, and the Hirer hereby releases and indemnifies the Company from and against all claims, actions, proceedings, damages, losses, costs, expenses or liabilities arising from, or in connection with, any such breach or circumstance.

## 17 NO AGENCY

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



## 18 SPECIAL CONDITIONS

18.1 In the event of any inconsistency arising between the Special Conditions and any other term, covenant or condition contained in the Hire Agreement, the Special Conditions shall prevail to the extent of the inconsistency.

## 19 GENERAL

19.1 The Hire Agreement is governed by, and shall be construed in accordance with, the laws of the State of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.

19.2 Any provision of the Hire Agreement which is or becomes illegal, void or unenforceable in any respect shall be ineffective only to the extent of that illegality, voidness or unenforceability, and shall not affect the continued operation of the remaining provisions of the Hire Agreement.

19.3 The Hirer shall not assign, create any encumbrance in respect of, or dispose of, any of its rights and obligations under the Hire Agreement except with the prior written consent of the Company.

19.4 The Hire Agreement may not be amended, modified or otherwise varied in any way except in writing signed by the parties.

19.5 No waiver or indulgence by any party to the Hire Agreement shall be binding on the parties unless it is in writing. No waiver of a breach of any term or condition of the Hire Agreement shall operate as a waiver of

another breach of the same or any other term or condition of the Hire Agreement.

19.6 The Hire Agreement constitutes the entire agreement between the Company and the Hirer in relation to its subject matter and no earlier agreement, understanding or representation, whether oral or in writing, in relation to any matter dealt with in the Hire Agreement shall have any effect from the date of signing

### In case of an accident

1. Complete the incident report form in full recording details for all the involved parties.
2. **Do not accept blame** or insist other party is at fault – Our insurers will decide.
3. Report accident to the police, regardless of estimated damage costs.
4. Photograph damage to all vehicles and registration number/s. if possible take more than one photo showing different angles.
5. Phone **Broome Hire Centre** on (08) **9192 5282** within 24 hours with details

Booking number:\_\_\_\_\_

Date:\_\_\_\_\_

Name:\_\_\_\_\_

Vehicle registration number\_\_\_\_\_

Signed by hirer:\_\_\_\_\_

Trailer registration number:\_\_\_\_\_