

Matee CR Enterprises Pty Ltd

Schedule

Agreement ID:

Dated:

Owner: (Matee CR ENTERPRISES PTY LTD / ACN 687 460 760)
of: (35 DAISY STREET, REVESBY, NSW 2212)

Hirer:

of:

ID Details:

Phone:

Vehicle Make:

Vehicle Rego:

Rent: \$ / day (Excluding GST)

Account Name: Matee CR Enterprises Pty Ltd

BSB: 012463

Account Number: 669747704

Bond:

Hire Period Commencement Date:

Hire Period Commencement Time:

Hire Period:

Note: Please contact on the following details for extension requests, roadside assistance or in case of incident.
M: 0420 958 879

Terms and Conditions

DEFINITIONS

Hire Period as defined in the schedule

GST as prescribed under *A New Tax System (Goods and Services Tax) Act 1999*.

Owner Matee CR ENTERPRISES Pty Ltd

Privacy Act means the *Privacy Act 1988*

Vehicle as defined in the schedule

Hirer as defined in the Schedule.

OPERATIVE PROVISIONS

1. Hire of Vehicle

- a) The hiring of the Vehicle will commence from the commencement date specified in the Schedule and continue for the term specified in the Schedule.
- b) The Hirer is entitled to use the Vehicle for the hire period as outlined in the Schedule and for any agreed extension of the period.
- c) The Hirer agrees to return the Vehicle to the address of the Owner or as agreed on or before the end of the Hire Period as outlined in the Schedule.
- d) The Owner will not refund any Bond if the Hirer elects to return the Vehicle prior to the end of the Hire Period and without giving 2 days' notice in advance.
- e) The hire period is set to minimum as per the schedule and any changes in the hire period will forfeit the Bond.

2. Payment for Vehicle Hire

- a) The Hirer agrees to pay the Owner the Hire Fee for the Vehicle for the Hire Period.
- b) The Hire Fee must be paid to the Owner prior to or on the commencement date of the Hire Period.
- c) The Hirer must pay the rent in Owner's bank account.
- d) The Hirer will pay the owner on daily rate for the amount mentioned in the schedule and the amount must be paid in 3 business days after the car has returned.
- e) The hirer agrees to penalty charges of \$15 per day if the payment has been delayed for more than the agreed three days of grace period.
- f) The Hirer agrees to pay of any owing amount at the end of the agreement or return of the vehicle and will be liable to pay for any damage that might have occurred to the vehicle during the hire period.

3. Identification

- a) The Owner will collect emergency contact numbers for reference checks prior to the Hiring period. The Hirer must provide complete details of references for the purpose of vehicle hire.
- b) It is conditional that the Hirer must provide the owner with 100 points of ID, as per the Service NSW [Website](#).
- c) The Hirer shall only hire the vehicle if they hold a full License, and the owner reserves the right to make license checks.

- d) The Hirer agrees to provide the owner with necessary bank account details to verify the financial conditions of the Hirer.
- e) The Owner agrees to keep the collected information for the use of the vehicle hire purpose.

4. Use, operation and maintenance

- a) The Hirer agrees that the use of the Vehicle carries with it dangers and risks of injury and the Hirer agrees to accept all dangers and risks.
- b) The Vehicle must not be used by anyone other than the Hirer. The Hirer will use the Vehicle in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations, respecting the Vehicle and will comply with any applicable law, whether local, state or federal respecting the use of the Vehicle.
- c) The Hirer will use the Vehicle for the purpose for which it was designed and not for any other purpose.
- d) The Hirer agrees to comply with all occupational health and safety laws relating to the use of the Vehicle and related operations.
- e) The Hirer must ensure the Vehicle is returned to the Owner thoroughly cleaned. If the Vehicle is not thoroughly clean when returned to the Owner, the Hirer will pay the Owner the reasonable costs for cleaning the Vehicle.
- f) Unless the Hirer obtains the prior written consent of the Owner, the Hirer must not alter, modify or attach anything to the Vehicle unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Vehicle.
- g) The Hirer shall visit a workshop to maintain the Vehicle either every 10,000km or every 6 months, whichever comes first.
- h) The Hirer will not smoke in the vehicle. The Hirer agrees to pay penalty of \$1000 or more if the returned vehicle has visible marks of cigarettes and or the vehicle has smell of smoke.
- i) The Hirer will check the vehicle is in good working order at the end of each drive.
- j) The Hirer is advised to take as many pictures as possible while picking up the vehicle and provide the owner with the conditions of the vehicle. The Hirer is also recommended to do the same while returning the vehicle.
- k) Any damage to any car windows and front screen is client responsibility to fix.
- l) The Hirer agrees that the vehicle will not be used to carry any goods or caravan.
- m) The Hirer agrees to pay for punctures or damage caused to vehicle due to Hirer's negligence or mistake.
- n) The Hirer agrees to not get involved in any illegal activity in the vehicle.
- o) You and any Authorised Driver must not, unless authorised in writing by the Owner, drive or take the Vehicle outside Sydney Region as the roadside agreement is only for Sydney Metro and Hirer will pay the extra cost to bring the car back to Sydney Metro in case of breakdown outside Sydney region.
- p) The Hirer agrees to use the vehicle within the **SYDNEY METRO AREA ONLY** or penalty will apply. As insurance coverage is limited to Sydney metro only. If client takes the vehicle out of Sydney metro area, then client is fully responsible for any car breakdown, accident, damage and towing expense to Sydney.

5. Hirer's warranties

The Hirer warrants that:

- a) the Vehicle will be used in accordance with the conditions outlined in the Schedule.
- b) the particulars in the Schedule are correct in every respect and are not misleading in any way including, without limitation, by omission.

- c) the Hirer holds a valid current driver's licence, operating licence or permit valid for the type of Vehicle hired.
- d) the Vehicle will not be used for any illegal purpose.
- e) the vehicle is not suitable for towing or transporting the Vehicle.
- f) the Hirer will not, without prior written consent of the Owner, modify, or permit any modification of, the Vehicle in any way.
- g) the Hirer agrees that the Vehicle complies with its description, is in merchantable condition and is fit for the Hirer's purpose; and
- h) the Hirer will not encumber the Vehicle or allow the Vehicle to be encumbered or pledge the Vehicle as security in any manner.

6. In-Vehicle telematics

- a) The vehicle **may** have a telematics solutions installed. Hirer can be assured that their data will be subject to the Privacy Clause within these Terms and Conditions.
- b) The Telematics solutions provide the owner with driving behaviour and vehicle statistics.
- c) The Vehicle can be operated remotely in the event of any incidents to support the Hirer. The vehicle can be locked out in case of theft.
- d) The telematics solutions will provide owner with the vehicles service data and the owner can contact the Hirer to immediately visit the workshop if required.
- e) The Hirer warrants to visit the workshop as per the request of the owner when required within 24-48 hours of notice.

7. Taxes

- a) The Hirer will report and pay all taxes, fees and charges associated with the Vehicle, with the use of the Vehicle, and with revenues and profits arising out of the use of the Vehicle, including, but not limited to, sales taxes, property taxes, and licence.
- b) The Hirer will pay any and all penalties and interest for failure to pay any tax, fee or charge on or before the date on which the payment is due. The Hirer will pay any and all penalties and interest for failure to report required information to any taxing authority with jurisdiction over the Hirer or the Vehicle. If the Hirer fails to perform the obligations in this clause, the Owner may, but is not obligated to, do so at the Hirer's expense.
- c) Notwithstanding any other provision of this Agreement, the Hirer will not be required to pay any tax, fee or charge if the Hirer is contesting the validity of same in the manner prescribed by the legislation governing the imposition of same, or in the absence of a prescribed form, in a reasonable manner. However, the Hirer will indemnify and reimburse the Owner for damages and expenses incurred by the Owner arising from or related to the Hirer's failure to pay any tax, fee or charge, regardless of whether the Hirer is contesting the validity of the same or not.
- d) If the Hirer fails to pay any and all taxes, fees, and charges mentioned in this Agreement and the Owner, on behalf of the Hirer, pays the same, the Hirer will reimburse the Owner for the cost upon notification from the Owner of the amount.

8. Indemnity

- a) The Hirer will indemnify and hold the Owner harmless against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Hirer's use of the Vehicle.

9. Loss, damage or breakdown of Vehicle

- a) The Hirer will be responsible for any loss or damage to the Vehicle irrespective of how the loss or damage occurred (normal wear and tear excepted) during the Hire Period.
- b) If there is a breakdown or failure of the Vehicle, then the Hirer must inform the Owner and if the vehicle is out of Sydney region, then the Towing of the vehicle will be at the Hirer's expense and the Hirer must not attempt to repair the Vehicle.
- c) The Hirer has 2 days to report any abnormality found in the car (to make sure the Hirer is not charged incorrectly).
- d) The Hirer agrees to pay necessary excess for any damage to the vehicle during the Hire period.
- e) The Hirer agrees to not drive vehicle in road full of water or any gravel road where chances of damages to the vehicles is higher. If the vehicle is found to be damaged during the hire period due to irresponsible driving, then the Hirer agrees to pay the excess defined by the insurance company.
- f) The Hirer agrees to driver vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road (unless the Vehicle is a 4-wheel drive (4WD) Vehicle).
- g) The Hirer agrees that he and any Authorised Driver must not use the Vehicle off road (e.g. on a fire trail, beach, track, grassed area or to cross streams or any other body of water) unless You have authorisation from the Owner in writing.

10. Fuel

- a) You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications and as mentioned on the vehicle. If you are unaware immediately contact the Owner.
- b) If You drive the Vehicle less than 100 kilometres during the Hire Period, you will be charged the Refuelling Service Fee of \$4 per kilometre driven. The Owner will waive the Refuelling Service Fee if You present a receipt indicating You have refuelled the Vehicle and the Vehicle has the same level of fuel that the Vehicle had when you hired it, as determined reasonably by the Owners visual, electronic or other inspection of the Vehicle's fuel gauge.
- c) If you drive the Vehicle 100 or more kilometres during the Hire Period; and you return the Vehicle with less fuel in the Vehicle than the Vehicle had when you hired it; You must pay the Owner, the refuelling service fee amount of \$5 per litre. The refuelling service fee amount reflects the cost of fuel per litre plus the Owners reasonable costs associated with arranging to fill the Vehicle with fuel.
- d) For the purpose of clause c) the fuel level of the Vehicle at the time you Hire it and at the time you return it to the Owner is determined by visual, electronic or other inspection by the Owner of the vehicle's fuel gauge, and the kilometres driven, however if a Refuelling 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 Hired it.

11. Insurance and excess

- a) The Owner will maintain a current insurance policy in respect of the Vehicle to its full insurable value.
- b) If the Hirer is 25 years or older the Hirer will be liable to pay in full the sum of \$1500 for excess to the Owner.
- c) If the Hirer is 25 years or younger the Hirer will be liable to pay in full the sum of from \$2000 to \$2200 for excess to the Owner. Please confirm the excess at the time of picking up the vehicle
- d) If the driver of the Vehicle is unlisted in the Schedule, the Hirer will be liable to pay in full the sum of \$3,725 in excess to the Owner.

- e) The Hirer will be liable to pay insurance excess within 2 weeks' time of accident. Failing to pay excess fees on time the hirer would be solely responsible for every kind of action taken by third party regarding the accident.
- f) If the insurance claim is rejected due to any reason, in that case the owner is only responsible for the hired car and the hirer would be solely responsible for all third party damages and liabilities.
- g) The Hirer agrees to pay expense for roadside assistance services used each time if the vehicle was outside Sydney region at the time of breakdown.

12. Liability

The Hirer will assume all risks and liabilities for and in respect of the Vehicle and for all injuries to or deaths of persons and any damage to property howsoever arising from the Hirer's possession, use, maintenance, repair or storage of the Vehicle.

13. Tolls & Penalties

- a) The Hirer agrees to use appropriate toll tag account during the period of the hire period.
- b) The Hirer agrees to pay all the tolls incurred during the hire period and agrees that owner is not liable for any outstanding tolls.
- c) The Hirer agrees to pay any penalty related to tolls directly and agrees the Owner will not be liable for any outstanding fines and penalty.
- d) The Hirer agrees if the Owner receives more than 25 toll notices and does not use a toll tag after 2 written warnings (via email or text), then they will be charged \$10 administration fees to transfer each notice.
- e) The Hirer agrees to pay any outstanding toll related charges incurred to the Owner during the hire period.
- f) The Hirer agrees to pay any driving related penalties occurred during the Hire period and will not hold the Owner liable for it.
- g) The Owner will inform the Hirer with any penalties or fine occurred during the hire period and transfer these penalties and toll notices in the name of the Hirer using the details provided.

14. Privacy

- a) When you hire a Vehicle from the Owner, the Owner needs to collect, store, use and disclose personal information about the Hirer to provide the services the Hirer requests and for related purposes described in this clause. This contract was produced for Matee CR Enterprises Pty Ltd.
- b) The Hirer agrees and understands that the Owner will handle the Hirer's personal information in accordance with the Privacy Act.
- c) The Owner agrees that the Hirer's information will be handled in accordance with the Privacy Act.

15. Acknowledgement

The Hirer acknowledges that the Hirer has had an opportunity to seek the appropriate legal and financial advice in respect of the Terms and Conditions and the Schedule prior to execution.

16. Disclaimer

To the extent permitted by law the Owner disclaims all liability for and does not give any warranties to the Hirer as to the condition of the Vehicle.

17. Title

- a) The Hirer acknowledges that the Owner retains title to the Vehicle and that the Hirer has rights to use the Vehicle as a mere bailee only. The Hirer does not have any right to pledge the Owner's credit in connection with the Vehicle and agrees not to do so.
- b) The Hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the Vehicle and not to conceal or alter the Vehicle or make any addition or alteration to, or repair of, the Vehicle.

18. Repossession

- a) The Owner may retake possession of the Vehicle if the Hirer breaches any provision of this Agreement, notwithstanding anything else contained in this Agreement.
- b) If repossession occurs, the Owner will only charge the Hire Fee up to and including the time of repossession.

19. Completion of the Hire Period

The Hire Period is completed when the Vehicle has been returned to the Owner:

- a) in the same condition as when it was hired; and
- b) on or by the date and time outlined in the Schedule.

20. Default

- a) The occurrence of any one or more of the following events will constitute an event of default ("**Event of Default**") under this Agreement:
 - 1. The Hirer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Hirer's obligations under this Agreement.
 - 2. The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the bankruptcy law of Australia or another competent jurisdiction.
 - 3. A writ of attachment or execution is levied on the Vehicle and is not released or satisfied within 10 days.

21. Remedies

- a) On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies ("**Remedies**"):
 - 1. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Hirer.
 - 2. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
 - 3. Take possession of the Vehicle, without demand or notice, wherever same may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possession.
 - 4. Terminate this Agreement immediately upon written notice to the Hirer.
 - 5. Pursue any other remedy available in law or equity.
- b) If the Hirer does not accept the remedy sought by the Owner, the Hirer may refer the matter to the Australian Car Rental Conciliation Services (ACRCS).

22. Non-merger

The covenants, agreements and obligations contained in this Agreement will not merge or terminate upon the termination of this Agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

23. Severance

If any provision of this Agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this Agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

24. Governing law

This Agreement will be construed in accordance with and governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales in connection with matters concerning these Terms and Conditions.

25. Interpretation

- a) In this Agreement, unless the context otherwise requires:
1. A reference to the singular includes the plural and vice versa;
 2. A reference to any party to this Agreement includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;
 3. A reference to an individual will include corporations and vice versa; and
 4. If a word or expression is defined, its other grammatical forms have a corresponding meaning.
 5. Headings are for convenience only and do not affect interpretation.

You are not buying the Vehicle. Do not sign the Terms and Conditions before you read it. You are entitled to a completed copy of the Terms and Conditions and the Schedule when you sign it.

Please see the photos of the vehicle provided via electronically at the time of signing this contract and you agree to the condition of the vehicle in the photos.

EXECUTED:

EXECUTED BY:

Hirer's Name:

Hirer's Signature:

Date:

The Hirer agrees that all information provided in the Schedule is correct.