CONDITIONS OF HIRE

1. WARRANTY BY PERSON SIGNING AGREEMENT
Any person who signs this Agreement WARRANTS that for all purposes of this Agreement he is the Hirer and agrees to be bound by the Conditions of Hire appearing on this Agreement.

2. WARRANTIES BY HIRER
The Hirer warrants that –

(a) any person who drives the vehicle hired –

(i) is of or over the age of 25 years.

(ii) has not been convicted of any offence relating to the driving of a motor vehicle (as defined in the motor Car Act of the State of Victoria) under the influence of alcohol or drugs including any offence of driving a motor vehicle with a blood alcohol content in excess of .05%.

(iii) has not been refused motor vehicle insurance.

(iv) holds a current Motor Vehicle Driver's Licence valid in the State of hire and endorsed so that he may drive a Mini Bus.

(b) all particulars shown on the face of this Agreement are correct.

(c) the vehicle hired shall not be used for any illegal purpose, in any race, speed test or contest or to propel or tow any vehicle or trailer without the prior consent of the owner or to carry any load in excess of that for which the vehicle was constructed.

The Hirer acknowledges that the Owner has entered into this Agreement with the Hirer relying upon the representations above and upon the particulars of the Hirer appearing upon the face of this Agreement and upon the Hirer agreeing to comply with all the conditions of this Agreement.

3. CONDITIONS OF VEHICLE
The hirer acknowledged that the vehicle (which expression includes all tyres, tools, accessories and equipment) is the property of the Owner and that it has been received by the Hirer in good order and running condition.

4. POSSESSION AND RETURN OF VEHICLE
(a) The Owner may determine this Agreement and without notice repossess the vehicle in the event that –

(i) The Hirer is found to be in breach of any term condition or warranty herein, or

(ii) the Owner considers upon reasonable grounds that the conduct of the Hirer is likely to affect prejudicially the Owner's interest in or the condition of the vehicle, or

(iii) any of the circumstances referred to in the liability provisions hereinafter referred to arise and the Owner may retain all sums paid by the Hirer but without prejudice to any further rights of the Owner in respect of any breach or default by the Hirer.

(b) The Hirer undertakes that the vehicle will be returned to the Owner at the place and (except in the case of express agreement for extension endorsed on the face hereof) no later than the date and time specified on the face hereof in the same condition (save for ordinary wear and as herein otherwise expressly provided) as when received.

5. DRIVING OF VEHICLE
The Hirer warrants that the vehicle shall not be driven by any person except the Hirer or the Authorized Driver of the vehicle. The Hirer further warrants that the vehicle will be driven in accordance with the provisions of the Motor Car Act, the Road Traffic Act and the Transport Regulation Act and any Regulations made thereunder.

6. REPORTING OF ACCIDENTS
The Hirer shall report in writing to the Owner no later than 24 hours after its occurence details of any accident or incident in which the motor vehicle hired is involved.

7. DAMAGE TO THE VEHICLE
(a) The Hirer shall be liable to the Owner for all damage to the vehicle whatsoever caused except where the vehicle is stolen during the period that the vehicle is hired by the hirer without the consent or connivance of the Hirer.

(b) For the purposes of this Agreement "damage to the vehicle" means and includes all loss, damage or injury to the vehicle itself or to the Owner arising out of loss of use of the vehicle because of damage to the vehicle and also including any costs, expenses or outgoings in connection with such damage or arising out of such damage.

8. DAMAGE TO PROPERTY OF THIRD PARTIES
The owner warrants with the Hirer that he has effected a Comprehensive Insurance Policy in respect to the vehicle hired to cover any liability of the Hirer for damage arising out of any motor vehicle accident or any other incidents as specified in the Insurance Policy which Insurance Policy the Hirer may inspect and at all times subject to the hirer or the Authorized Driver complying with the terms and conditions of the said Insurance Policy.

In the event of any claim being made under the said Insurance Policy as a result of any accident, incident or damage occurring whilst the motor vehicle has been hired by the hirer the Hirer convenants to pay to the Owner upon demand the amount of excess appearing on the face of this Agreement.

In the event of any accident, incident or damage occurring as aforesaid the Hirer warrants that he and the Authorized Driver shall complete and furnish to the Owner and the Insurer of the vehicle such statements, information and assistance as the owner and Insurer may reasonably require.

9. OWNER'S LIABILITY
The Owner shall not be under any liability–

(a) to the Hirer for any loss or damage or delay through breakdown mechanical defect or accident or by reason of the vehicle being unsuitable for the purposes of the Hirer, or

(b) to any person whomsoever for any loss or damage to any property stolen from the vehicle or damaged or otherwise lost during the hiring or left in the vehicle after the return of the vehicle to the Owner, and the Hirer hereby agrees to indemnify and keep indemnified the Owner in respect of all claims, demands and actions brought against the owner in respect thereof.

10. HIRER'S LIABILITY FOR PAYMENT
The Hirer agrees to pay the Owner on demand –

(a) the rental, time, kilometreage, repositioning, service, sundry and other charges in accordance with the Owner's current rate schedule and all other moneys payable by the hirer hereunder; for the purpose of calculating kilometreage charge under this Agreement the total kilometres driven shall be measured by the odometer installed in the vehicle.

(b) subject to the provisions of this Agreement a sum equal to the amount of all loss of or damage to the vehicle during the period of hire.

(c) all fines and penalties paid or payable by the owner in respect of traffic parking and other offences committed by the hirer or in respect to the vehicle during the period of hire to the Hirer.

11. INTERPRETATION

(a) The expression "the Owner" shall unless a contrary intention appears mean and include "Hutchinson Pty. Ltd." and their servants and agents.

(b) The expression "the Hirer" shall include –

(i) the person whose name appears as Hirer on the face hereof.

(ii) an person, company, association, Government Department, School or any other body where the person who signs this agreement as Hirer is the servant or agent of such person, company, association, Government Department, School or any other body.

(iii) where there are joint Hirers under this Agreement the liability of the joint Hirers under this Agreement shall be joint and several.

(c) Under no circumstances whatsoever shall this Agreement give rise to any Employer/Employee or any Master/Servant relationship between the Owner and the Hirer.