

1. INTERPRETATION

In these Terms and Conditions:

'Accessories' means any equipment included with the Vehicle including, without limitation, any global positioning system receiver or similar device or any child restraint, booster or similar equipment and including any item set out in the Reference Schedule;

'Additional Driver/s' means any additional driver/s listed in the Reference Schedule as permitted to drive the Vehicle.

'Administration Fee' means the fee set out in the Reference Schedule;

'Agreement' means this document including any schedules, attachments and annexures attached to it;

'Authorised Driver' means the driver who is listed in the Reference Schedule as the primary driver of the Vehicle;

'Account' means the debit card or credit card account listed in the Reference Schedule to which Rental Charges are to be debited.

'Authority' means the authority set out in Schedule 3 to this Agreement;

'Check Out Fuel Reading' means the value as set out in the Reference Schedule;

'Collection Costs' means Orana Car and Truck Rentals' reasonable costs of recovering or attempting to recover unpaid Rental Charges or any other fees or charges under this Agreement from You, including Orana Car and Truck Rentals' legal costs (on a full indemnity basis if Orana Car and Truck Rentals is successful in its legal action against the Authorised Driver) and the Administration Fee and any mercantile agent's costs and debt collection agent's fees;

'Commencement Date' means the date set out in the Reference Schedule;

'Company' means the entity listed in the Reference Schedule;

'Condition Diagram' means the diagram attached to this Agreement at Schedule 2 which is deemed to be accepted by the Authorised Driver by entering into this Agreement;

'Credit Card' means the credit card with the details set out in the Authority;

'Daily Late Fee' means the fee set out in the Reference Schedule;

'Daily Rental Fee' means the amount set out in the Reference Schedule;

'Damage' means any damage whatsoever to the Vehicle or Accessories including, without limitation, panel damage (such as scratches and dents);

'Distance Fee' means the rate set out in the Reference Schedule;

'Excess Amount' means amount the set out in the Reference Schedule for each and every incident or event for which a claim is or may be made by Orana Car and Truck Rentals;

'Fuel Rate per Kilometer' means the rate as set out in the Reference Schedule;

'Fuel Service Charge' means the charge as set out in the Reference Schedule;

'Guarantor' means the person or entity listed in the Reference Schedule;

'Hire Period' means the period from the Commencement Date up until the return of the Vehicle by the Authorised Driver or re-taking of the Vehicle by Orana Car and Truck Rentals, as the case may be;

'Insurance Policy' means a policy of liability insurance held by the Authorised Driver to cover the Authorised Driver's or any other person's use of the Vehicle (including any Additional Driver) authorised by this Agreement and any loss or damage arising from or in relation to such use;

'Loss/Damage Waiver Fee' means the fee set out in the Reference Schedule;

'Orana Car and Truck Rentals' means Avenue Ventures Pty Limited trading as Orana Car and Truck Rentals ACN 136 388 693;

'Recovery Costs' means, in relation to the loss of, or damage to, the Vehicle:

- a) any appraisal fees;
- b) any towing, storage and recovery costs; and
- c) an administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.

'Reference Schedule' means the schedule attached to this Agreement at Schedule 1;

'Rental Charges' means all fees, costs, amounts and charges specified in the Reference Schedule which are payable under the Rental Agreement;

'Rental Period' means the period commencing on the date shown on the Reference Schedule and ending on the date that the Authorised Driver returns the Vehicle to Orana Car and Truck Rentals;

'Rental Premises' means 7 Whiting Street, Artarmon NSW 2064, 4 Wood Street, Tempe NSW 2044;

'Return Date' means the date set out in the Reference Schedule;

'Return Place' means the place set out in the Reference Schedule;

'Return Time' means the time set out in the Reference Schedule;

'Substitute Vehicle Insurance' means a policy of motor vehicle insurance held by the Authorised Driver which covers the Authorised Driver while using the Vehicle as a substitute for the vehicle insured under that policy;

'Vehicle' means the vehicle described in the Reference Schedule (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, any tag or device for paying electronic tolls, all Accessories and the contents supplied by Orana Car and Truck Rentals;

'We/Us/Our' means Orana Car and Truck Rentals; and

'You/Your' means the Authorised Driver and, where applicable, the Additional Driver.

2. COMMENCEMENT

2.1 This Agreement between Orana Car and Truck Rentals and the Authorised Driver commences on the Commencement Date.

3. CONDITION OF VEHICLE

3.1 The Authorised Driver agrees and acknowledges that, prior to taking the Vehicle from the Rental Premises the Authorised Driver:

- a) was given the opportunity to and did fully inspect the Vehicle;
- b) relied upon its own inspections in accepting the Vehicle;
- c) gave notice to Orana Car and Truck Rentals of any Damage to the Vehicle and is satisfied that any such Damage has been recorded in the Condition Diagram;
- d) fully inspected the Vehicle and satisfied itself that the Vehicle was in a clean and tidy condition; and
- e) agreed that the condition of the Vehicle as at the Commencement Date was as noted in the Condition Diagram.

3.2 By leaving the Rental Premises with the Vehicle, the Authorised Driver agrees and acknowledges that:

- a) the Vehicle was in the condition set out in the Condition Diagram;
- b) the Vehicle included all the Accessories;
- c) the seal of the odometer was unbroken; and
- d) the odometer and fuel readings were as set out in the Reference Schedule.

4. USE OF THE VEHICLE

4.1 The Authorised Driver agrees and acknowledges that the only person authorised to drive the Vehicle is the Authorised Driver and any Additional Driver and that the following persons must not drive the Vehicle (unless prior written consent is given by Orana Car and Truck Rentals):

- a) a person who is not identified as an Additional Driver in the Reference Schedule;
- b) a person who does not hold a current unrestricted motor vehicle driver's licence for the particular class of the Vehicle; any person with any restrictions imposed on their driver's license by any authority or body;
- c) a person whose breath or blood alcohol concentration exceeds the maximum lawful concentration or who is intoxicated or who is under the influence of any drug, toxic, or illegal substance;
- d) the Vehicle must not be driven in any area outside of New South Wales or any remote or regional area within New South Wales;
- e) a person who has given Orana Car and Truck Rentals or for whom the Authorised Driver has given Orana Car and Truck Rentals a false name, age, address or driver's licence or any other false details;
- f) a person, whose driver's licence has been cancelled, endorsed or suspended within the last three years; or
- g) a person who is under the age of (21) years or over the age of seventy nine (79) years.

4.2 The Authorised Driver agrees and acknowledges that the Vehicle must not be used (unless prior written consent is given by Us):

- a) in any areas above the snow line (being either the entrance to national parks in which snow falls or areas in which snow chains are required to be fitted (which must be fitted by the relevant authority)) ("Snow Areas");
- b) on any unsealed roads, being roads not sealed with hard material such as tar or bitumen;
- c) on any off road conditions, such as, but not limited to beaches, sand, tracks or fields;
- d) to carry any inflammable, explosive or corrosive materials or to carry any animal or pet, excluding guide dogs;
- e) to propel or tow any vehicle (not being a trailer), or to propel or tow any trailer with a load in excess of the capacity of the trailer, towing mechanism or Vehicle;
- f) to carry any greater load or for use in a manner or for a purpose for which the Vehicle was not designed and constructed, or to carry any greater number of persons than the Vehicle has seat belts (particularly as seat belts must be worn by all occupants of the Vehicle);
- g) in or for the purposes of any race, contest, sport or stunt driving;
- h) in contravention of any legislation, regulation or any road safety laws in force from time to time where the Vehicle is being driven;
- i) if the Vehicle is damaged or unsafe.

4.3 Where the Vehicle is used in Snow Areas the Authorised Driver shall be liable to pay a daily fee of \$9.90 including GST. The Authorised Driver shall be liable for all damage caused to the Vehicle by the fitting or use of snow chains or in Snow Areas.

4.4 The Authorised Driver must keep the Vehicle locked at all times whilst it is unattended.

4.5 The Authorised Driver agrees to maintain the tyre pressure, fluid and fuel of the Vehicle at the proper operating levels in accordance with manufacturing specifications for the Vehicle and to immediately report any defect to Orana Car and Truck Rentals.

4.6 The Authorised Driver must not and must ensure that no person smokes any substance in the Vehicle. Where it is determined by Orana Car and Truck Rentals that any substance has been smoked in the Vehicle by any person (whether with the Authorised Driver's consent or otherwise), the Authorised Driver shall be liable to pay a charge of \$330 including GST to Orana Car and Truck Rentals.

5. CHARGES

5.1 The Authorised Driver is liable to pay all fees, charges, expenses, costs etc payable under this Agreement irrespective of whether the Authorised Driver, any Additional Driver or any other person was driving the Vehicle.

5.2 The Authorised Driver agrees to pay on demand all of the following charges (whether or not such charges are set out in the Reference Schedule):

- a) all Rental Charges set out in the Reference Schedule for the Hire Period. The Authorised Driver acknowledges that daily rates apply to each consecutive 24 hour period commencing from the Commencement Date;
- b) all tolls, fines, penalties and other similar charges incurred by the Authorised Driver/ Additional Driver or any other driver of the Vehicle logged against the Vehicle during the Hire Period plus Our administration fee per event;
- c) all applicable goods and services tax (GST), and any other government taxes or duties that may apply;
- d) Orana Car and Truck Rentals' charge, at the Fuel Rate per kilometer, for adding fuel to the Vehicle up to the Check Out Fuel Reading, which will include a Fuel Service Charge at the Commencement Date or date that the Vehicle is returned or recovered;
- e) the cost of repair or reinstatement of any loss or damage to the Vehicle and/or Orana Car and Truck Rentals either personally or under the Insurance Policy;
- f) the cost to Orana Car and Truck Rentals of recovering the Vehicle from the Authorised Driver and/or the Additional Driver/s;
- g) the replacement cost of any lost keys;
- h) where You fail to return any of the Accessories or where any Accessories are not returned in the condition in which they were as at the Commencement Date, the cost to Us of replacing such Accessories;
- i) where You breach any of Your obligations under this Agreement (without limiting any other right Orana Car and Truck Rentals has or may have), such sum as is necessary to compensate Orana Car and Truck Rentals for its loss or damage suffered because of the Authorised Driver's and/or the Additional Driver/s breach, as determined by Orana Car and Truck Rentals in its sole and absolute discretion; and
- j) any other fees and charges set out in this Agreement including without limitation, collection costs.

5.3 Orana Car and Truck Rentals will notify the Authorised Driver of any charges payable by the Authorised Driver in addition to the Rental Charges within a reasonable time after such charges become known or apparent to Orana Car and Truck Rentals.

6. INSPECTION OF VEHICLE UPON RETURN OR RECOVERY

6.1 The Authorised Driver agrees and acknowledges that:

- a) a final inspection of the Vehicle will be conducted by Orana Car and Truck Rentals as soon as practicable after the return or recovery of the Vehicle;
- b) additional charges payable by the Authorised Driver pursuant to this Agreement will be determined after such final inspection has been conducted by Orana Car and Truck Rentals; and
- c) the assessment and valuation of any charges payable by the Authorised Driver in addition to the Rental Charges are to be made by Orana Car and Truck Rentals in its sole and absolute discretion and any assessment and valuation made by Orana Car and Truck Rentals is final and binding on the Authorised Driver.

7. RENTAL CHARGES

7.1 The minimum charge that the Authorised Driver must pay for the rental of the Vehicle is an amount equivalent to:

- a) the Daily Rental Fee multiplied by the number of days in the Hire Period, with the minimum being one day's rental;
- b) the amount payable for the number of kilometers driven during the Hire Period;
- c) in the event the Vehicle is driven outside New South Wales there will be a one off \$99 inc GST fee payable.

7.2 Distance charges are measured from the Vehicle's odometer and are charged at the Distance Fee.

7.3 If consent is provided by Us to the Authorised Driver for the Vehicle to be driven outside of New South Wales and the fee of \$99 has been paid, under no circumstance and notwithstanding Our consent, must the Vehicle be driven or otherwise used outside the following borders: Queensland: North of Rockhampton and West of Longreach. South Australia: Beyond Adelaide. The Vehicle must not be used in the Northern Territory, Western Australia, Tasmania.

8. PAYMENT OF CHARGES

8.1 All Rental Charges payable by the Authorised under this Agreement are payable daily.

8.2 All other charges payable by the Authorised Driver under this Agreement are payable immediately upon any demand being made by Orana Car and Truck Rentals for such costs. For the purposes of this Agreement, a demand for such costs is deemed to have been made by Orana Car and Truck Rentals upon such costs being incurred and Orana Car and Truck Rentals is not required to serve or issue any form of demand.

- 8.3 The Authorised Driver hereby irrevocably and unconditionally authorise Orana Car and Truck Rentals to charge to the Authorised Driver's Account (as set out in the Authority) all charges payable by the Authorised Driver under this Agreement including, without limitation, the Rental Charges and all other charges set out under the Clause titled "Charges".
- 8.4 If Orana Car and Truck Rentals charges the Authorised Driver's Account for any charges in addition to the Rental Charges, Orana Car and Truck Rentals will promptly notify the Authorised Driver of the amount so charged and provide details of the reason for which the Authorised Driver has been charged. If the Authorised Driver disputes the amount or the reason for which You have been charged, the Authorised Driver may contact Orana Car and Truck Rentals to discuss the dispute.
- 8.5 The Authorised Driver warrants that the Account belongs to the Authorised Driver and the Authorised Driver (whether alone or with another person or other people) is responsible for all amounts credited, charged or debited to that Account. Where the Account is not in the Authorised Driver's name, the Authorised Driver warrants that he/she is authorised to permit and authorise Orana Car and Truck Rentals to charge the Account in accordance with this Agreement.
- 8.6 If the Authorised Driver fails to make payment in full of any charge/s due to Orana Car and Truck Rentals under this Agreement as and when such charges are due and payable, then the Authorised Driver agrees and acknowledges that:
- the Authorised Driver shall be liable to pay to Orana Car and Truck Rentals for interest on all outstanding charges calculated daily at the rate set out in the Reference Schedule. Interest will be payable from the expiry of 7 days after the charges became due and payable. Payments received will be credited firstly against any accrued but unpaid interest;
 - the Authorised Driver shall be liable to pay Orana Car and Truck Rentals' Collection Costs and interest on any Collection Costs; and
 - Orana Car and Truck Rentals shall be entitled to list the Authorised Driver's payment default/s with the Credit Reference Association of Australia or any other relevant credit reference organisations, which the Authorised Driver acknowledges may affect the Authorised Driver's credit rating.

9. LOSS OR DAMAGE

- 9.1 The Vehicle is provided with the cover set out in this clause subject to the conditions and exclusions set out in this Clause and the clauses entitled "Conditions of Cover", "Charges" and "Exclusions to Cover and Liability". The Vehicle is also covered by Compulsory Third Party (CTP) insurance.
- 9.2 We will pay for:
- the amount of any accidental loss or damage to the Vehicle, Our assessment fees, towing and storage fees, Our legal and investigative expenses, Our loss of rental revenue and Our service charges, if and only if there is no Insurance Policy, or if there is an Insurance Policy, no indemnity is provided under the Insurance Policy on reasonable grounds and/or the loss is not recovered from the Authorised Driver; and any amount which You are legally held liable to pay, as a result of an accident caused by Your use of the Vehicle, for loss or damage to property if and only if there is no Insurance Policy or if there is an Insurance Policy, no indemnity is provided under the Insurance Policy on reasonable grounds and/or the loss is not recovered from the Authorised Driver, other than any property owned by You (or any relative, associate, passenger or any person known to You) or any property in Your physical or legal control.

10. CONDITIONS OF COVER

- 10.1 In addition to the exclusions to cover set out in the Clause entitled "Exclusions to Cover and Liability", the payment referred to in the clause entitled "Loss or Damage" is subject to the following conditions:
- that the Authorised Driver is not in breach of any term or conditions contained in this Agreement.
 - that the Authorised Driver, regardless of cause/fault, makes payment of the Excess Amount, and/or any excess under any Insurance Policy;
 - that the Authorised Driver reports to Us and the police or other relevant authority immediately, and no later than within 4 hours, any incident involving loss or damage to the Vehicle or any other property or injury to any person arising from any incident;
 - that the Authorised Driver provides to Us any and all information or other assistance requested by Us which may include, among other things providing a statement, or attending any Court hearing, and if necessary, authorising Us to bring, defend or settle legal proceedings. (In the event of any such proceedings, We shall have sole conduct of any such proceedings. We will meet the Authorised Driver's reasonable out-of-pocket expenses in complying with this clause);
 - that the Authorised Driver immediately provides Us with any complaint, demand or other notice in relation to any alleged loss or damage;
 - the Authorised Driver has not consumed any substance which in any way affects the Authorised Driver ability to operate a motor vehicle in any way, including but not limited to alcohol or any prohibited substance, or any medications;
 - the Authorised driver completes a collision and damage report;
 - the Authorised driver not providing any false or misleading information or report under any circumstance;
 - the Authorised Driver does not refuse any tests such as drug and alcohol tests as required any authorities;
 - under no circumstance shall the maximum allowable gross vehicle mass of 4.495 tons be exceeded;
 - the Authorised Driver does not leave an accident scene or does not fail to provide full particulars to all relevant persons and authorities;
 - that the Authorised Driver is not covered under any policy of insurance covering the loss or damage;
 - that the Authorised Driver ensures that no false information, nor fraudulent information or behaviour, is provided or undertaken in any way, in respect of the Authorised Driver's hire of the Vehicle or in the Authorised Driver's dealings with any law enforcement officer or authority;
 - that the Authorised Driver does not make any offers, engage in settlement discussions, settle a matter, make any representations or promises with respect to liability and or any payments, provide any waiver or release, indemnity or admission of liability to any party without Our prior written consent and approval.

11. EXCLUSIONS TO COVER AND LIABILITY

- 11.1 The Authorised Driver is liable and must always pay the cost of:
- any loss or damage caused to the Vehicle or any property as a result of a breach of this Agreement by the Authorised Driver;
 - any loss or damage caused as a result of the Vehicle being immersed in any way and to any extent in water;
 - any loss or damage to the tyres of the Vehicle, including but not limited to punctures and cuts, or to the windscreen of the Vehicle;
 - any loss or damage arising from theft, due to the Vehicle being unlocked or unsecured, or failure to keep the keys secure or due to any other neglect;
 - any loss or damage to the Vehicle caused by any person(s) placing objects on the roof of the Vehicle;
 - any loss or damage to the Vehicle if the Vehicle was driven outside of New South Wales without Our prior written consent;
 - any loss or damage to the Vehicle if the Vehicle was driven outside of the permitted areas of use as indicated in Clause 7.3.
 - any loss or damage caused to the structural integrity of the Vehicle in any way whatsoever, and regardless of fault, including damage which may be latent or which may manifest itself subsequent to the return of the Vehicle;

- any loss or damage to the Vehicle or any property caused by failing to secure or properly secure any load or equipment;
- any loss or damage to the Vehicle deliberately caused by or which resulted from recklessness or negligence;
- any damage or loss to the Vehicle during it being towed or ferried or transported in any way, in, from and to any place and by any means where such transportation or towing or otherwise was carried out by any person with Orana Car and Truck Rentals' consent;
- any loss or damage to the interior of the Vehicle, which requires any kind of professional cleaning or repair;
- any costs associated with the towing or salvage of the Vehicle, particularly from remote locations including with Orana Car and Truck Rentals' consent;
- any loss or damage caused to the Vehicle through the use of snow-chains or roof racks;
- loss or damage suffered by Us as a direct or indirect result of the Authorised Driver/s providing false information, or engaging in any fraudulent activity, in respect of the Authorised Driver's hire of the Vehicle or the Authorised Driver's dealings with any law enforcement officer or other authority;
- any loss or damage suffered whilst any person driving the Vehicle was under the influence of any alcohol, prohibited substance, medications, or any other substance; and any all costs or expenses incurred including legal costs (on a full indemnity basis) and interest as a result of Your failure to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage;
- any loss or damage of any personal property owned by the Authorised Driver (or any passenger or any person known to the Authorised Driver) or any third party, including personal property left in the Vehicle, or any property received, handled or stored by Us at any time, except to the extent that such damage or loss is caused by Our negligence or willful neglect;
- the Authorised Driver(s) death or personal injury or the death or personal injury of any other person except to the extent that it is caused by Our negligence;
- loss or damage to any Accessories;
- any loss or damage caused by or contributed to, or in any way involving any family member, friend or associate of the Authorised Driver irrespective of how so caused and of fault; and
- any loss or damage caused by or in any way involving a pantechnician or tray of the Vehicle, regardless of how so caused and irrespective of fault.

Orana Car and Truck Rentals is not liable for any of the above costs in addition to any other conditions or exclusions as contained in this Agreement.

12. LIMITED LIABILITY AND INDEMNITY

- 12.1 Orana Car and Truck Rentals warrants that the Vehicle and the Accessories are of merchantable quality, matches any description or sample against which it is rented and any services which are provided to the Authorised Driver by Orana Car and Truck Rentals and all assurances are done so using all due care and skill. Except for these rights, and to the extent permitted by law, Orana Car and Truck Rentals excludes any other warranties in respect of the Vehicle or the Accessories or the Authorised Driver's rental of the Vehicle or the Accessories.
- 12.2 For the sake of clarity and without limiting the above paragraph, except as expressly set out in this Agreement, to the maximum extent permitted by law, Orana Car and Truck Rentals accepts no responsibility or liability to the Authorised Driver or any other person permitted to drive the Vehicle for any injury, loss, damage, costs, expenses, damages (including for loss of use or enjoyment but excluding any loss or damage caused by the negligence or willful default of Orana Car and Truck Rentals) or any other liabilities resulting from, without limitation:
- any accident, breakdown or any other failure of the Vehicle;
 - loss of or damage to the Authorised Driver's or any other person's personal property, which includes, without limitation, personal property left in the Vehicle or brought onto Orana Car and Truck Rentals' premises; or
 - any error or omission in any street directory, vehicle navigation system or other map (whether or not provided by Orana Car and Truck Rentals), or any fault in or malfunction of any car phone, iPod, iPad (or similar type device) or vehicle navigational system (whether installed in or otherwise provided with the Vehicle).
- 12.3 Without limiting the foregoing, to the maximum extent permitted by law, Orana Car and Truck Rentals will not be liable to the Authorised Driver or any other person for any loss of use or enjoyment of the Vehicle, the Accessories or another vehicle or any indirect, special or consequential damages arising in any way out of any matter in relation to or in connection with this Agreement.

13. RETURN OF THE VEHICLE

- 13.1 The Authorised Driver must return the Vehicle to Orana Car and Truck Rentals:
- to the place, on the Return Date and by the Return Time shown in the Reference Schedule; and
 - in the same condition as it was at the Commencement Date, fair wear and tear excepted.
- 13.2 Orana Car and Truck Rentals may request the return of the Vehicle at any time, or Orana Car and Truck Rentals may re-take the Vehicle without notice, if:
- Orana Car and Truck Rentals reasonably suspects that:
 - the Vehicle is being or may be used for an unlawful purpose;
 - damage to the Vehicle, or injury to persons or property has or is likely to occur; or
 - the Vehicle is being or may be involved in an industrial dispute.
 - the Authorised Driver does not return the Vehicle on the Return Date and by the Return Time and if a new date and time has not been agreed by Orana Car and Truck Rentals in writing for the return of the Vehicle;
 - any amounts owing to Orana Car and Truck Rentals by the Authorised Driver under this Agreement are outstanding for more than 24 hours;
 - the credit limit on the Account has been reached or would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the Vehicle; or
 - for any other reason in Orana Car and Truck Rentals' absolute discretion.
- 13.3 The Authorised Driver shall be liable for all Rental Charges for the period up to the return/taking of the Vehicle as well as any additional costs incurred by Orana Car and Truck Rentals in re-taking the Vehicle.
- 13.4 If the Authorised Driver notifies Orana Car and Truck Rentals prior to the Return Date that the Authorised Driver wishes to return the Vehicle to a location other than the Return Place, then Orana Car and Truck Rentals will advise the Authorised Driver of the amount of the 'one-way fee' that the Authorised Driver will incur and be charged.
- 13.5 If the Authorised Driver does not notify Orana Car and Truck Rentals prior to the Return Date that the Authorised Driver wishes to return the Vehicle to a location other than the Return Place, then the Authorised Driver must pay a 'one-way fee' of up to \$5 per kilometer (depending on the type of Vehicle and the distance travelled) to be determined by Orana Car and Truck Rentals in its absolute and sole discretion and to be charged to the Authorised Driver's Account.
- 13.6 Where a Return Time is listed in the Reference Schedule, then for the first half hour after the Return Time that the Vehicle is not returned, no additional fee will be charged however, after the first half hour, the Authorised Driver will be charged the Daily Late Fee for that day and each day thereafter which the Vehicle is not returned including the day on which the Vehicle is returned.
- 13.7 Where a Return Time is not listed in the Reference Schedule and a Return Date is listed, then for each day on and from the Return Date that the Vehicle is not returned, the Authorised Driver shall be liable for payment of the Daily Late Fee.

- 13.8 Where a Return Date and a Return Time are not listed in the Reference Schedule, then for each day on and after the date on which Orana Car and Truck Rentals notifies the Authorised Driver that the Vehicle must be returned, the Authorised Driver shall be liable for payment of the Daily Late Fee.
- 13.9 If the Authorised Driver notifies Orana Car and Truck Rentals in writing prior to the Return Date that the Authorised Driver wishes to extend the Hire Period of the Vehicle, then Orana Car and Truck Rentals will advise the Authorised Driver in writing as to whether it consents to the extension of the Hire Period requested by the Authorised Driver.
- 13.10 The duration of the extension period, if so allowed by Orana Car and Truck Rentals, will be in the sole and absolute discretion of Orana Car and Truck Rentals.
- 13.11 If Orana Car and Truck Rentals does not consent to any extension of the Hire Period, then the Vehicle must be returned in accordance with this Agreement.
- 13.12 Notwithstanding any agreement to the contrary, the Authorised Driver acknowledges and agrees that irrespective of the duration of the Hire Period, the Vehicle must be returned to Orana Car and Truck Rentals every three months from the Commencement Date for inspection by Orana Car and Truck Rentals.
- 13.13 Orana Car and Truck Rentals reserves the right to replace the Vehicle with another Vehicle in its sole and absolute discretion after any such inspection.

14. DAMAGE AND LOSS OF PROPERTY

- 14.1 Without limiting any other provisions of this Agreement, the Authorised Driver is liable:
- for the loss of, and all damage to, the Vehicle; and
 - for all damage to the property of any person:
 - which is caused or contributed to by the Authorised Driver or any person which the Authorised Driver allows to drive the Vehicle including any Additional Driver; or
 - which arises from the use of the Vehicle by the Authorised Driver or any person which the Authorised Driver allows to drive the Vehicle including any Additional Driver,
 except that, the Authorised Driver is not liable for any damage or loss for which is caused by the negligent acts of Orana Car and Truck Rentals.
- 14.2 Notwithstanding the preceding sub-clause and in addition to any other obligations which the Authorised Driver may have under this Agreement, the Authorised Driver must always pay Orana Car and Truck Rentals the following costs and fees:
- the cost of repairing any:
 - water damage to the Vehicle;
 - damage to the Vehicle or to the property of any third party caused by a breach of this Agreement by the Authorised Driver;
 - damage to a tyre or Accessories not attributable to normal wear and tear; and
 - damage to the Vehicle or to the property of any third party caused deliberately or recklessly by the Authorised Driver, any other driver of the Vehicle or any passenger carried during the Hire Period;
 - the cost of replacing, if lost or stolen, any Accessories; and
 - if You have breached this Agreement, a per day loss of revenue fee based on the estimated downtime of the Vehicle as determined by Orana Car and Truck Rentals in its absolute and sole discretion.
- 14.3 The Authorised Driver must pay to Orana Car and Truck Rentals, or Orana Car and Truck Rentals may debit the Authorised Driver's Credit Card or Account with the Excess Amount at the time of loss of, or damage to, the Vehicle pending Orana Car and Truck Rentals' assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to the Authorised Driver's right to a refund under the following sub-clause.
- 14.4 If the amount determined by Orana Car and Truck Rentals and paid by the Authorised Driver under the preceding sub clause exceeds the final cost of the loss, damage or repair, then Orana Car and Truck Rentals will refund the difference to the Authorised Driver.
- 14.5 For the purposes of calculating any refund, Orana Car and Truck Rentals will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.
- 14.6 If the total of the Recovery Costs and the costs and fees that the Authorised Driver must pay under this Agreement is greater than the Excess Amount (with the difference being the 'Gap Amount') and where the Gap Amount is not indemnified under the Insurance Policy, the Authorised Driver must pay to Orana Car and Truck Rentals or Orana Car and Truck Rentals may debit the Authorised Driver's Credit Card or Your Account with, the Gap Amount.
- 14.7 Where the Authorised Driver is required to pay Orana Car and Truck Rentals under this clause 14, the amount that the Authorised Driver must pay for any loss, damage, repair, cost or fee:
- is to be determined by Orana Car and Truck Rentals in its absolute and sole discretion; and
 - 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.
- 14.8 Orana Car and Truck Rentals will provide details to the Authorised Driver of the final cost of the loss, damage or repair on request by the Authorised Driver.

15. CLAIMS AND PROCEEDINGS

- 15.1 Without limiting any other provisions of this Agreement, where the use of the Vehicle by the Authorised Driver(s), or any other person results in an accident or claim ('Incident'), or where damage or loss is sustained to the Vehicle or the property of any third party, the Authorised Driver must ensure that the Authorised Driver:
- promptly reports the Incident to the local police (if required by law);
 - promptly reports the Incident in writing to Orana Car and Truck Rentals;
 - does not, without Orana Car and Truck Rentals' prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident;
 - permits Orana Car and Truck Rentals or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in the Authorised Driver's name in relation to the Incident;
 - assists Orana Car and Truck Rentals in making such a claim; and
 - completes and furnishes to Orana Car and Truck Rentals within a reasonable time any statement, information or assistance which Orana Car and Truck Rentals or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.
- 15.2 If the Authorised Driver does not comply with this Clause and/or Orana Car and Truck Rentals is unable to investigate the Incident, Orana Car and Truck Rentals will debit the sum of all loss and damage to the Authorised Driver's Account.

16. ADJUSTMENT OF CHARGES

- 16.1 At the end of the Hire Period, the Authorised Driver must pay all Rental Charges and other charges which are payable to Orana Car and Truck Rentals under this Agreement and the Authorised Driver authorizes Orana Car and Truck Rentals to charge the Authorised Driver's Account for such amounts.
- 16.2 Orana Car and Truck Rentals will provide details to the Authorised Driver of any amounts payable under this Agreement at the end of the Hire Period.
- 16.3 Any fees and charges including the Rental Charges calculated and charged to the Authorised Driver at the time of the return of the Vehicle are subject to subsequent verification by Orana Car and Truck Rentals.
- 16.4 If any fees or charges including Rental Charges are to be adjusted, Orana Car and Truck Rentals will provide details to the Authorised Driver, if possible.
- 16.5 The Authorised Driver authorizes Orana Car and Truck Rentals to charge all amounts payable to Orana Car and Truck Rentals arising from any such adjustments to the Authorised Driver's Account.

- 16.6 Orana Car and Truck Rentals will pay, within a reasonable time, any refund due to the Authorised Driver by such method as Orana Car and Truck Rentals may reasonably choose.

17. TERMINATION

- 17.1 Orana Car and Truck Rentals may terminate this Agreement at any time if the Authorised Driver commits any breach of this Agreement.
- 17.2 If a Return Date is not set out in the Reference Schedule, the Authorised Driver may terminate this Agreement at any time by returning the Vehicle to Orana Car and Truck Rentals and paying all amounts payable to Orana Car and Truck Rentals under this Agreement.

18. PROPERTY IN VEHICLE

- 18.1 Unless Orana Car and Truck Rentals or its agents or employees acting in the course of their employment is negligent, Orana Car and Truck Rentals is not liable to any person for any loss of, or damage to any property:
- left in the Vehicle after its return to Orana Car and Truck Rentals; or
 - stolen from the Vehicle or otherwise lost during the rental.

19. PERSONAL PROPERTIES SECURITIES LAW

- 19.1 The following terms have their respective meanings in the *Personal Properties Securities Act 2009* (Cth) ('PPSA') – financing statement, interested person, register, proceeds, security agreement and security interest.
- 19.2 You acknowledge that:
- by renting the Vehicle from Orana Car and Truck Rentals, the Authorised Driver may be granting a security interest in the Vehicle (and any proceeds) to Orana Car and Truck Rentals, and that this Agreement may constitute a security agreement;
 - any security interest arising under this Agreement attaches to the Vehicle when the Authorised Driver obtains possession of the Vehicle and not at any other time;
 - Orana Car and Truck Rentals may perfect its security interest by lodging a financing statement on the PPSA register; and
 - Orana Car and Truck Rentals will only give the Authorised Driver a notice under the PPSA (including a notice of a verification statement) if it is required to do so under the PPSA.
- 19.3 The Authorised Driver must do anything reasonably required by Orana Car and Truck Rentals to enable the Orana Car and Truck Rentals to register its security interest, with the priority it requires, and to maintain the registration.

20. AUTHORISED DRIVER NOT EMPLOYEE OF ORANA CAR AND TRUCK RENTALS

- 20.1 The Authorised Driver and any other person permitted to drive the Vehicle shall not by virtue of the Agreement be, or become in the service or employment of Orana Car and Truck Rentals for any purpose and Orana Car and Truck Rentals shall not be responsible for any matters requisite as employer or otherwise in relation to the Authorised Driver or any person permitted to drive the Vehicle.

21. GUARANTOR OBLIGATIONS

- 21.1 This Clause applies if there is a Guarantor listed in the Reference Schedule.
- 21.2 The Guarantor irrevocably and unconditionally guarantees to Orana Car and Truck Rentals that the Authorised Driver will:
- pay, on time, all money that the Authorised Driver is or may at any time be liable (actually, prospectively or contingently) to pay to Orana Car and Truck Rentals under or in connection with the Agreement (including in connection with non-compliance with the Authorised Driver's obligations under the Agreement) (hereinafter referred to as the "Guaranteed Money"); and
 - comply on time with the Authorised Driver's obligations under the Agreement.
- 21.3 If the Authorised Driver does not:
- pay the Guaranteed Money; or
 - comply with the Authorised Driver's obligations under the Agreement, on time, the Guarantor must immediately upon any demand being made by Orana Car and Truck Rentals pay that money to Orana Car and Truck Rentals or comply with those obligations or both, as the case may be, whether or not Orana Car and Truck Rentals has demanded that the Authorised Driver pay or comply.
- 21.4 This guarantee is continuing and is not discharged by any one payment and may not be terminated by the Guarantor. The guarantee continues until Orana Car and Truck Rentals unconditionally releases the guarantor in writing or until all of the Guarantor's obligations under the guarantee are complied with.

22. FAIR USE

- 22.1 We operate under a Fair Use Policy. The Authorised Driver acknowledges that we do not charge for the amount of kilometers driven by an Authorised Driver.
- 22.2 The unlimited kilometers policy applies to passenger vehicles only and is intended for ordinary everyday personal use only.
- 22.3 We reserve the right to adjust the rental charges where an Authorised Driver intends the Vehicle to be used for commercial purposes or to be driven in a manner in which we believe in our sole and absolute discretion is an abuse of our fair use policy.
- 22.4 We also reserve the right to exclude commercial operators or any person who abuses the fair use policy or who we believe in our sole and absolute discretion has or intends to use the Vehicle in a manner which we consider an abuse of our fair use policy.

23. COMPANY OBLIGATIONS

- 23.1 This Clause applies if there is a Company listed in the Reference Schedule.
- 23.2 Where the Authorised Driver is acting in a capacity of an employee, agent or servant, then the Company for who the Authorised Driver is acting or by whose permission is acting must:
- pay, on time, all money that the Authorised Driver is or may at any time be liable (actually, prospectively or contingently) to pay to Orana Car and Truck Rentals under or in connection with the Agreement (including in connection with non-compliance with the Authorised Driver's obligations under the Agreement); and
 - comply on time with the Authorised Driver's obligations under the Agreement, as though the Company is the Authorised Driver under this Agreement.
- 23.3 Orana Car and Truck Rentals is entitled to exercise any rights it may have against the Authorised Driver under this Agreement as against the Company as though the Company is the Authorised Driver under this Agreement.