



VAN HIRE AGREEMENT SCHEDULE

TERM	MEANING
we, us or our	Able Access Van Hire (ABN 38 652 883 086) Address: 10/95 Kelvin Rd, Maddington, Western Australia, AU Phone Number: 0437136638 Email: admin@ableaccess.com.au
you or your	NAME: Address: Email: Date of Birth: Phone Number: Licence Number: Licence Expiry Date:
Driver details (if different)	Name: Address: Email: Date of Birth: Phone Number: Licence Number: Licence Expiry Date:
Vehicle	Make: Model: Registration:
Hire Period	The Hire Period will commence on the Collection Time to the Return Time.
Services	The Services are the following: • hire of the Vehicle; • basic roadside assistance; and • basic repair and maintenance services, as applicable. If you are having an issue with the Vehicle, please contact us by calling 0437136638.
Collection Location and Return Location	ABLE ACCESS VAN HIRE - Maddington
Collection Time	
Return Time	
Maximum Daily Distance	100 km per day, calculated as a daily average over the Hire Period.
Local Designated Area	300 km out of the Perth Metropolitan region, unless otherwise agreed between the Parties.

Odometer Reading
at Collection

Odometer Reading
on Return

**Fees and Payment
Terms**

The Fees and Payment Terms are as follows:

Item	Fees (all ex GST)	When the Fee is due:
Hire Fee	\$160 per day throughout the Hire Period.	In full, prior to us supplying the Vehicle.
Kilometre Fee	Where you exceed the Maximum Daily Distance, you will be charged at a rate of \$0.30 per kilometre.	Immediately, upon returning the Vehicle to us.
Fuel Charge	Where you do not return the Vehicle with a full tank, the Fuel Charge is: - the cost to refuel the Vehicle; and - a \$15.00 refuelling charge.	Immediately, upon returning the Vehicle to us.
Extension Fee	\$160 per day throughout the Hire Period.	Where you return the Vehicle after the Hire Period, you must pay us the Extension Fee in full upon returning the Vehicle.

You agree to pay the amount in the invoice (and any other amount due and payable to us under this Agreement), at the times and using the payment method set out in the invoice.

Excess \$3000.00

**Maintenance
Requirements**

The Maintenance Requirements are:

- to keep sufficient water in the radiator;
- to keep sufficient oil in the engine sump, transmission and differential;
- to maintain correct tyre inflation at 375 Kpa; and

EXECUTION

Executed by Able Access Van Hire (ABN 38 652 883 086) in accordance with section 126 of the *Corporations Act 2001* (Cth), by its duly authorised agent:

Signature

Name (Print)

Position (Print)

Date



Note: Use the below where the other party is an Australian company.

Executed by _____ (ACN _____) in accordance with section 126 of the Corporations Act 2001 (Cth), by its duly authorised agent:

Signature

Name (Print)

Position (Print)

Date

Note: Use the below where the other party is a sole trader.

Signed by _____ T/A _____ in the presence of:

Signature of

Signature of

Note: Use the below where the other party is an individual.

Signed by :

Signature of

Date

TERMS AND CONDITIONS

This Agreement is entered into between **us** and **you** (as described in the Schedule), together the **Parties** and each a **Party**.

1. Acceptance, Term and Hire Period

1.1 You accept this Agreement by the earlier of:

- (a) signing and returning this Agreement to us;
- (b) confirming that you accept this Agreement via the platforms or applications through which we provide this Agreement to you, including our website; and
- (c) making part or full payment of the Hire Fee.

1.2 You agree to hire the Vehicle for the Hire Period.

2. Vehicle Hire

2.1 In consideration of you paying the Hire Fee and you complying with this Agreement, we agree to hire out the Vehicle to you for the Hire Period in accordance with this Agreement.

3. Your obligations

3.1 You agree to comply with this Agreement, our reasonable requests or requirements and all applicable laws and provide us with all assistance and information we reasonably request.

4. Prohibited Uses

4.1 You and the Driver are prohibited from using, or allowing the Vehicle to be used:

- (a) to carry tools, equipment, trash or any other goods which are not wheelchairs;
- (b) recklessly or with deliberate intent to cause loss or damage to the Vehicle;
- (c) while under the influence of alcohol or drugs or other intoxicating substance;
- (d) in an unlawful manner;
- (e) to carry, hold or transport dangerous goods;
- (f) to carry more passengers than which the vehicles has been licenced for;
- (g) while you or any person is smoking in or from within the Vehicle, or near a petrol or fuel station that the Vehicle is located at;
- (h) in a manner that causes water damage to the Vehicle;
- (i) with incorrect fuel,

(each a **Major Breach**).

4.2 You acknowledge and agree that where a Major Breach occurs, you will be liable for any loss or damage that you, we or a third party may suffer or incur arising from or in connection with the Major Breach.

5. Accidents

5.1 If an Accident occurs during the Term, you and/or the Driver agree to:

- (a) immediately notify us of the Accident;
- (b) provide us with details of the Accident, including the name, address, contact number and licence number of the other driver;
- (c) provide us with the registration numbers of all vehicles involved;
- (d) provide us with an accurate description of the incident and location;
- (e) where applicable, provide us with the names of any attending police officers and the stations where they are based;
- (f) provide us with the name of the insurer of the other driver; and
- (g) provide all reasonable assistance that we, or our insurance company may require.

6. Payment

6.1 In consideration for us providing the Vehicle, you agree to pay us:

- (a) the Fees, and any other amount payable to us under this Agreement, in accordance with the Payment Terms; and
- (b) any Excess payable in respect of any claim made under the insurance policy for the Vehicle.

6.2 When applicable, GST is payable on the Fees and will be clearly shown on our invoices. You agree to pay us an amount equivalent to the GST imposed on these charges.

6.3 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion and without prejudice to any of our rights or remedies under this Agreement or at law):

- (a) after a period of 5 Business Days, cease providing the Vehicle and enter any premises where the Vehicle is located to recover or repossess the Vehicle (and you agree to provide any access, items and consents required to enable us to do so), and recover, as a debt due and immediately payable from you, our additional costs of doing so (including all recovery costs); and/or
- (b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms.

6.4 You will not be entitled to any part of the Services and we will not supply the Vehicle to you until the Hire Fees have been paid in full.

7. Collection, delivery and return of Vehicle

- 7.1 You agree to collect the Vehicle from us from the Collection Location and by the Collection Time agreed between the Parties.
- 7.2 You agree to return the Vehicle to us in the Original Condition, and with a full tank of fuel at the Return Location and by the Return Time, or sooner, if requested by us on reasonable grounds (or as otherwise provided under these Terms).
- 7.3 If you fail to return the Vehicle with a full tank of fuel, you acknowledge and agree that we will charge you the Fuel Charge as set out in the Schedule and that this charge is a genuine pre-estimate of loss, suffered or incurred by us, as a result of your failure to return the Vehicle to us with a full tank of fuel.
- 7.4 You agree that we may charge you an Extension Fee until the Vehicle is returned. You understand that if we cannot contact you, we may report the Vehicle as stolen and take all necessary steps to recover the Vehicle.

8. Condition of Vehicle

- 8.1 You agree that you are solely responsible for determining whether the Vehicle will be suitable and fit for your particular purposes.
- 8.2 By signing the Original Condition Report, you agree that the Vehicle has been delivered in good condition, clean, free from major damage or defect, fit for purpose and in accordance with this Agreement (**Original Condition**), unless expressly set out in the Original Condition Report, in which case the condition set out in the Original Condition Report will be deemed to be the Original Condition.

9. Return Inspection

- 9.1 Upon return of the Vehicle by you at the return location as agreed between the Parties, we will take reasonable steps to conduct a post rental inspection with you and allow you to take photos of any damage to the Vehicle.
- 9.2 If any damage is detected in the post rental inspection, we will review the Original Condition Report to ascertain whether the damage is new or pre-existing. If the damage is new (**New Damage**), we will supply you with supporting documentation to substantiate repair or replacement costs or estimates to ensure that all charges in relation to the New Damage are transparent and have been applied in a reasonable and proportionate manner.
- 9.3 You agree to pay for the repair of the New Damages in accordance with any invoice we provide you.

10. Warranties and Representations

- 10.1 You represent, warrant and agree that:
 - (a) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;

- (b) you (and any other person authorised to operate the Vehicle in accordance with this Agreement) have all necessary qualifications and licences required by law in order for you to operate the Vehicle and will only operate the Vehicle in the Local Designated Area;
- (c) you (and any other person authorised to operate the Vehicle in accordance with this Agreement) are over the age of 25 and you have held a valid driver's licence for a minimum of 2 years;
- (d) you (and to the extent applicable, your Personnel) will provide us with all documentation, information, instructions, cooperate and access reasonably necessary to enable us to supply the Vehicle;
- (e) you will report any Accident, traffic infringement or parking infringement which occurs during the Hire Period to us as soon as possible after it occurs;
- (f) we will have no responsibility for any damage to personal items contained within or on the Vehicle whilst in your possession and use; and
- (g) you will always keep the Vehicle under your custody and control, and you will not sublease, rent, sell, or otherwise transfer the Vehicle to any other person.

11. Maintenance

- 11.1 During the Hire Period, in addition to and without limiting any other obligation under this Agreement, you agree to:
 - (a) maintain the Vehicle in accordance with the Maintenance Requirements as set out in the Schedule;
 - (b) only allow our Personnel, or any contractor organised by us, to service or repair the Vehicle, unless otherwise agreed to by us;
 - (c) contact us immediately if there are any technical or mechanical issues with the Vehicle;
 - (d) protect and keep the Vehicle in the Original Condition (including being in good working order and condition), subject to any fair wear or tear; and
 - (e) prevent the Vehicle from being subject to any loss, theft, damage, vandalism or destruction and notify us immediately if the Vehicle is stolen, lost, destroyed, damaged or involved in an Accident.

12. Credit Card Pre-authorisation

- 12.1 We may require you to provide your credit card details when you collect the Vehicle.

12.2 Where you have provided a pre-authorisation, it may be used to cover amounts due and payable by you to us under this Agreement, including:

- (a) any toll fees, traffic infringement fees and parking infringement fees or other charges incurred by you (or the Vehicle) during the Hire Period;
- (b) any balance of the Extension Fee, where relevant;
- (c) loss, damage (including New Damage, but not including damage listed in the Original Condition Report);
- (d) to rectify New Damage to the Vehicle;
- (e) a claim for third party loss caused or contributed to by you; and
- (f) a claim for an Accident being lodged.

12.3 If applicable, the pre-authorised amount will be set aside by your credit card issuer for a period of up to 14 days, which may affect your available balance or spending limit. For more information, please contact your credit card issuer. Once a pre-authorisation has been made, we are unable to release, remove or lower the pre-authorised amount, until we process any final payments required under this Agreement.

13. Damage Cover

13.1 **Excess:** You agree that you will be liable to pay the Excess to us where:

- (a) the Vehicle is stolen; or
 - (b) involved in an Accident,
- during the period of time between when you collect the Vehicle from the Collection Location and when you return the Vehicle to us at the Return Location.

13.2 Despite anything to the contrary, you acknowledge and agree that the Damage Cover does not cover:

- (a) loss or damage to the Vehicle or to a third party's property, or personal injury or death, arising from a Major Breach;
- (b) damage due to immersion of the Vehicle in water;
- (c) replacement or repair of any in-Vehicle accessories, including keys (and remote control devices), GPS devices and lockboxes; or
- (d) replacement or repair of personal property (of you or your Personnel) left in, or stolen from, the Vehicle,

and that you will be liable to pay for all costs and losses associated with any of the above matters described in this clause 13. For the avoidance of doubt, this means that you may be liable for an amount that is greater than the Excess.

14. Title and Risk

14.1 Risk in the Vehicle will pass to you when have collected the Vehicle from the location agreed between the Parties.

14.2 You agree that once you have collected the Vehicle from the collection location, you will be solely responsible for the Vehicle until it is returned to us and it is in our full custody and control.

14.3 Title in the Vehicle will at all times remain with us, and you take the Vehicle as a bare bailee only.

15. Access

15.1 You agree to provide us (and our Personnel) with reasonable access to any premises where the Vehicle is located, and any other premises reasonably necessary for us to provide the Services, free from harm or risk to health or safety:

- (a) at the times and on the dates requested by us to enable us to exercise any rights we may have under this Agreement; and/or
- (b) to enable us to comply with our obligations under this Agreement or at law.

16. Security Interest

16.1 You acknowledge and agree that:

- (a) this Agreement is a 'security agreement' under the PPSA;
- (b) this clause 16 creates a security interest in the Equipment, and any proceeds from any sale or disposal of the Equipment, as security for your obligations to us;
- (c) we are a secured party in relation to the Equipment and any proceeds in respect of any sale or disposal of the Equipment, and we are entitled to register our interest on the relevant register as either (at our discretion) a security interest, and if applicable, a 'purchase money security interest', and you must do all things necessary to assist us in effecting the registration;
- (d) you must (at your cost), where we request, take all steps that we consider necessary or desirable to ensure our security interest in the Equipment and the proceeds is enforceable, and to perfect, or better secure our position under this Agreement, or ensure our priority over all other security interests.

16.2 To the extent the law permits, you waive your right to receive any notice (including notice of a verification statement) that is required by the PPSA, including but not limited to notices under sections 157, 95, 118, 121, 130, 132 or 135. However, this does not prevent us from giving a notice under the PPSA.

16.3 To the extent permitted by law, unless we otherwise notify you, sections 95, 96, 121(4), 125, 130,

132(3)(d), 132(4), 142 and 143 of the PPSA will not apply to enforcement of our security interest.

- 16.4 If there is any inconsistency between our rights under this clause 16 and your rights under Chapter 4 of the PPSA, this clause prevails.
- 16.5 You must not disclose any information of the kind referred to in section 275 of the PPSA, to the extent permitted under that section.
- 16.6 Nothing in this clause 16 is intended as an agreement to subordinate a security interest arising under this Agreement and conditions in favour of any person under section 61 of the PPSA.
- 16.7 In this clause 16 a 'security interest' includes any form or lien, encumbrance or a security interest under the PPSA.
- 16.8 In this clause 16 terms used in this clause but not defined have the same meaning as in the PPSA.

17. Privacy

- 17.1 We will handle your personal information in accordance with all applicable privacy laws.

18. Australian Consumer Law

- 18.1 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Services and the hiring out of the Vehicle by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). To the extent that you maintain Consumer Law Rights, nothing in this Agreement excludes those Consumer Law Rights.
- 18.2 Subject to your Consumer Law Rights, we exclude all warranties, and all material, work and services, including that the Services and Vehicle are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis, except where expressly set out in this Agreement.
- 18.3 This clause 18 will survive the termination or expiry of this Agreement.

19. Limitation on Liability

- 19.1 Subject to your Consumer Law Rights:
- (a) our total liability under these terms and conditions is limited to the Fees paid by you; and
 - (b) to the maximum extent permitted by law, you understand that we are not liable for any Liability that you may suffer from your use of the Vehicle unless we are negligent.

20. Termination

This Agreement operates for the Hire Period

- 20.1 We reserve the right to end the Services and this Agreement at any time if we believe the Vehicle is at risk or if you are in breach of these terms and conditions.

- 20.2 Upon expiry or termination of this Agreement:

- (a) you must immediately cease using the Vehicle, other than for the purpose of returning the Vehicle to us;
- (b) without limiting your Consumer Law Rights, you agree that any payments made by you to us are not refundable to you;
- (c) you are to pay for any Fees due and payable prior to termination, and all other amounts due and payable under this Agreement; and
- (d) by us pursuant to clause 20.1 you also agree to pay our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees).

- 20.3 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.

- 20.4 This clause 20 will survive the termination or expiry of this Agreement.

21. General

- 21.1 **Amendment:** Both parties must sign any changes or modifications to this Agreement in writing.
- 21.2 **Disputes:** In the event of a dispute, the parties will first attempt to resolve the matter through mutual discussion or mediation.
- 21.3 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event. This clause will not apply to a party's obligation to pay any amount that is due and payable to the other Party under these Terms.
- 21.4 **Governing law:** This Agreement is governed by the laws of Western Australia.

22. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule, and:

Accident means any collision or contact between the Vehicle and any other object, including but not limited to a vehicle, animal or person, or any incident or occurrence that results in the Vehicle being damaged, lost or destroyed or any other vehicle, property, thing, animal or person being injured, killed, damaged, lost or destroyed (as applicable).

ACL or Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time.

Agreement means these terms and conditions and any documents, attached to, or referred to, in it.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake,

landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

Major Breach has the meaning given in clause 4.

New Damage has the meaning given in clause 9.

Original Condition has the meaning given in clause 10.

Original Condition Report means the report detailing the condition of the Vehicle.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents.

Vehicle has the meaning set out in the Schedule.