

Terms and Conditions

1. Definitions and Interpretation

1.1 Definitions

The following Capitalised expressions have the following meaning:

Accident means an unintended, unexpected and unforeseen incident, including:

- a. a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- b. rollovers; and
- c. weather events, including hail Damage,

that results in Damage or Third Party Loss.

ACL means the Australian Consumer Law Schedule to the Competition and Consumer Act 2010.

Additional Driver means the additional driver(s) (if any) added to your booking.

Agreement means these terms and conditions for hire of the Vehicle and includes the Rental Agreement and Handover Inspection Report.

Business Day means a day on which banks are generally open for business in Hobart but excluding any day that is a Saturday or Sunday and any day that is a public holiday in Hobart.

Commencement Date means the date on which the Hire Agreement Term commences, being the date and time shown in the Rental Agreement.

Damage means any loss or damage to the Vehicle including its engine, parts, components and accessories, including the GPS unit, however caused that is not fair Wear and Tear and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair Wear and Tear.

Damage Excess Amount means the amount, including GST, up to which You must pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered, such an amount as shown in the Rental Agreement.

Default Interest Rate means six per cent per annum.

Deposit means 20 per cent of the Hire Fee as specified in the Rental Agreement.

Electric Vehicle means a Vehicle (as described below) that is primarily powered by battery and uses an electrical charging outlet to charge the battery,

EV Charging Fee means, in respect of Electric Vehicles, the fee imposed in accordance with clause 6.m and as set out in the Rental Agreement.

Fuel Refill Charge means, in respect of non-Electric Vehicles, the fee imposed in accordance with clause 6.m and as set out in the Rental Agreement.

GST refers to goods and services tax under the GST Act.

GST Act means A New Tax System (Goods and Services) Act 1999 and its associated Regulations as amended from time to time.

Handover Inspection Report means the document that shows the condition of the Vehicle and lists any Damage at the time of the inspection.

Hire Agreement Term means the term specified in the Rental Agreement.

Hire Fee means the amount specified in the Rental Agreement.

Pre-Authorisation means a temporary transaction where a set amount of funds from Your credit card or debit card is put on hold. The funds are frozen in Your account in the event We need to process payment for Damage, or any outstanding charges after the return of the Vehicle, such as traffic infringement fees and fines.

Rental Agreement means the rental agreement You have signed to hire the Vehicle from Us.

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

Vehicle means the Vehicle described in the Rental Agreement and includes its parts, tools, components, electric vehicle batteries, accessories, keys, keyless start or remote door control device, audio equipment, GPS tracking device, child restraints, spare tyre and first aid kit (if fitted) and includes any replacement Vehicle.

We, Us, Our, means Sirvy Pty Ltd ACN 666 669 138 and Astra Business Group Pty Ltd ABN – 15688742083.

Wear and Tear means the normal deterioration of a vehicle due to everyday use.

You or Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Us and whose name is shown in the Rental Agreement.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- a. headings are for convenience only and do not affect interpretation;
- b. a reference to a party includes that person's personal representatives and permitted assigns, or being a corporation its successors and permitted assigns and any other person deriving title under that person or corporation;
- c. a reference to the singular includes the plural and vice versa;
- d. a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- e. a reference to a thing (including a right) includes a part of that thing;
- f. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- g. mentioning any thing after the words include, includes or including does not limit the meaning of any thing mentioned before those words;
- h. no rule of construction applies to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or any part of it;
- i. a reference to any legislation or legislative provision includes subordinate legislation, regulation or statutory instrument, made under it and any amendment to or replacement for any of them;
- j. a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Agreement; and
- k. a reference to "dollars" or "\$" is to Australian lawful currency.

2. Hire Agreement Term

2.1 Commencement

The Hire Agreement Term commences on the Commencement Date.

2.2 Delivery of Vehicle

- a. You may take possession of the Vehicle on the Commencement Date, from the location nominated by Us.
- b. You must inform Us of the time you require the Vehicle upon booking the Vehicle.

2.3 Use during Hire Agreement Term

You are entitled to use the Vehicle for the Hire Agreement Term. Any extension of the Hire Agreement Term must be agreed to by Us.

2.4 Return

- a. You must return the Vehicle to Our place of business or the place nominated in the Rental Agreement on or before the end of the Hire Agreement Term.
- b. We understand that circumstances change and that You may require the Vehicle for longer than the Hire Agreement Term. If so, You must notify Us at least 4 hours prior to the expiration of the Hire Agreement Term. Any extension is strictly subject to availability. If We do not agree to an extension or an extension is not available, you must return the Vehicle on or before the expiry of the Hire Agreement Term. If You fail to return the Vehicle on the expiry of the Hire Agreement Term, We may take immediate possession of the Vehicle including by recovering the Vehicle by any lawful means. You will be liable to Us for any additional rental charges that apply between the time You were meant to return the Vehicle to Us and the time when We retake possession of the Vehicle.

3. Hire Fees

- a. You must pay to Us the Deposit in order to confirm the booking. If You cancel Your booking more than 72 hours before the Commencement Date, You will be entitled to a *full* refund of the Deposit. If You cancel Your Booking within 72 hours before the Commencement Date you will forfeit the Deposit. For the avoidance of doubt, until the Deposit has been paid, Your booking will not be confirmed.
- b. You must pay to Us at or before the Commencement Date the Hire Fee.
- c. If, for any reason, You continue to have possession of the Vehicle at the end of the Hire Agreement Term or after early termination of this Agreement for whatever reason, You must (without prejudice to any other rights of Ours) continue to pay the Hire Fee.
- d. A cancellation fee may be charged by Us where the Vehicle has been reserved by booking and You cancel the booking without reasonable notice (being at least 72 hours) or fail to take delivery of the Vehicle. A cancellation fee will not be charged in addition for forfeiture of the Deposit.
- e. We may charge You a reasonable fee for accepting payment by credit card.
- f. During the Hire Agreement Term, You must pay all fees, outgoings, penalties, fines, demands, charges or costs in respect of the use of the Vehicle, including any fines or penalties incurred by any driver of the Vehicle.
- g. The Pre-Authorisation will automatically be released by Us seven days after the Vehicle has been returned and if the funds are not available to You after this period, please contact Your bank for more information. The Pre-Authorisation will not be released in the event that damages are found on the Vehicle as a result of an Accident or breakdown or until any outstanding funds have been settled. If we are not able to obtain a payment for outstanding funds the Pre-Authorisation may be used to recover charges within a reasonable amount of time.
- h. You are liable for and must pay:
 - i. any towing fees unless those towing fees arise as a result of a mechanical issue that is not Your fault as a result of an accident, for which You are not responsible;
 - ii. speeding and traffic fines, infringements and penalties arising from the use of the Vehicle or from a failure (of an act or an omission) to properly use the Vehicle;
 - iii. fines, infringements and penalties arising from driving, idling, parking (or failing to park), clamping, towing, or release of the Vehicle from compounds;
 - iv. all enforcement costs, court fees or other reasonable costs arising from sub-clauses (i) to (iii);

- v. any third party costs to recharge the Electric Vehicle where such costs are invoiced to Us. We will pass these costs on to You; and
- vi. any loss or damage we suffer as a direct result of a failure to give true and complete information to Us or a failure to give Us all relevant information with respect to any Damage to the Vehicle, Accident or theft or other like event.

4. Your Obligations

4.1 No false or misleading information

You and any Additional Driver must take all reasonable steps to ensure that the information supplied to Us at the Commencement Date is accurate, complete and up-to-date and is not false or misleading.

4.2 Start of Hire Agreement Term

- a. At the Commencement Date and before collecting the Vehicle, We will process a Pre-Authorisation to Your debit/credit card for a maximum amount of \$1,000 as security for the Hire Fee and other fees and charges incurred during Your rental. The credit or debit card must be in the name of the renter who is collecting the Vehicle.
- b. At the Commencement Date and before collecting the Vehicle:
 - i. You must present Your driver's licence and that of any Additional Driver and permit copies of the drivers' licences to be copied or scanned by Us and You present must Your physical licence or an Australian state or territory digital licence that can be verified (photos and copies of a driver's licence will not be accepted); and
 - ii. You must also present Your passport and any other supporting documentation required by states and territories if You are an international renter who is not an Australian citizen.

5. Ownership of the Vehicle

- a. This Agreement grants You a leasehold interest in the Vehicle, and does not grant any right, title or other interest to You.
- b. We retain full legal title to the Vehicle notwithstanding:
 - i. the delivery of the Vehicle to You; and
 - ii. the possession and use of the Vehicle by You,subject only to Your rights to use the Vehicle in accordance with the terms and conditions of this Agreement as a mere bailee.

6. Operating Conditions

You:

- a. must immediately upon accepting delivery of the Vehicle, inspect the Vehicle to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Handover Inspection Report and if there is any discrepancy You must notify Us within one hour of You accepting delivery of the Vehicle. If as a result of that inspection You are not satisfied as to the condition, quality, safety and roadworthiness of the Vehicle or if there is any discrepancy between the description of the Vehicle and the Vehicle as delivered, You must immediately advise Us in writing of details of the defect or discrepancy. If the defect or discrepancy is established to the Our reasonable satisfaction, We will remedy the defect or discrepancy as soon as possible.
- b. must comply with and must ensure that every operator of the Vehicle complies with, the provisions of all statutes, rules or regulations in force in relation to the Vehicle and its use including, but not limited to, all safety rules, regulations and standards in relation to the operation and maintenance of the Vehicle;
- c. must, at all times, ensure that the Vehicle is used solely for its intended use;

- d. not remove the Vehicle from Tasmania (for the avoidance of doubt, You are permitted to use the Vehicle on Bruny Island);
- e. must, at Your own expense, clean, fuel, lubricate and keep the Vehicle in good condition and in accordance with the manufacturer's instructions and use reasonable care to prevent it being damaged;
- f. must keep the Vehicle locked and the key under Your control when the Vehicle is not in use;
- g. must ensure persons operating the Vehicle are suitably trained on its safe and proper use and qualified to use the Vehicle;
- h. must ensure that at all times that the Vehicle is driven only on formed roads and by persons over the age of 21 years holding a current motor vehicle driver's licence in Australia or an international licence written in English of the appropriate class or category and to whom insurance cover in relation to a motor vehicle has not at any time been refused. For the avoidance of doubt, Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle;
- i. must ensure that the Vehicle is not:
 - i. driven on any unsealed road unless the road is graded and well maintained and the condition off the road surface will not make the use of the Vehicle unsafe or expose it unreasonably to Damage;
 - ii. misused or abused;
 - iii. driven when it is damaged or unsafe;
 - iv. used for any illegal purpose or in any race or speed test or for the conveyance of any excessive loads or inflammable, corrosive or explosive material or in any way which breaches a condition of registration of the Vehicle;
 - v. except with Our prior written consent, used to tow any other vehicle, trailer or boat. Where a towbar which complies with the specifications and recommendations of the manufacturer of the Vehicle has been fitted to the Vehicle and We have consented in writing, You may tow any trailer or boat the weight load of which does not exceed the maximum prescribed by such manufacturer's specifications or recommendations;
 - vi. used for the carriage of persons or property for hire, fare or reward;
 - vii. modified in any way; and
 - viii. smoked in.
- j. must not carry animals (other than registered assistance animals) in the Vehicle;
- k. must ensure that neither You nor any person authorised by Us as a driver of the Vehicle drives or uses or attempts to drive or use the Vehicle while under the influence of alcohol so as to have a blood alcohol content exceeding the legal limit in Tasmania or while under the influence of any illegal drug of dependence and to ensure that neither You nor any such authorised person fails to take any blood analysis or breath test or test for any illegal drug or dependence requested by the police or other relevant authority;
- l. are liable for any breach of this Agreement committed by the Your servants or agents or an Additional Driver;
- m. must, at the expiration of the Hire Agreement Term, return the Vehicle to Us in a clean condition, with a full tank of fuel (or at least 80% charge for an Electric Vehicle as applicable) and otherwise in the condition and state of repair as it was at the date of delivery to You by Us, fair Wear and Tear excepted. You agree and accept that where the Vehicle is returned not in good repair, order and condition or damaged and/or is unclean, Our costs to bring the Vehicle back to its original condition and/or of cleaning will be payable by You upon demand by Us. If You return the Vehicle without a full tank or fuel or with less than 20% battery charge (as applicable), You agree to pay Us a Fuel Refill Charge or EV Charging Fee (as applicable);

- n. must remove any personal possessions from the Vehicle. We are not responsible for loss of damage to any of your or your passenger's personal possessions sustained throughout or after Hire Agreement Term. We will take reasonable steps to return any personal property we find in the Vehicle to you however, we accept no liability or obligation to do so, and you will be responsible for paying for the costs incurred or payable for any return.

7. Additional Drivers

- a. You may allow the Additional Driver to drive the Vehicle if they meet the age and licence requirements specified in clause 6.h.
- b. You must ensure that the Additional Driver complies with this Agreement, as if they were the person hiring the Vehicle.
- c. If there is more than one Additional Driver listed in this Agreement, then You must pay an additional fee as set out in the Rental Agreement.

8. Our Right to Inspect Vehicle

You must allow Us or any person or persons authorised by Us, to inspect the Vehicle, at all reasonable times and after reasonable notice in writing for the purposes of finding out whether You are complying with Your obligations under this Agreement.

9. Electric Vehicle

- a. You must monitor and maintain sufficient battery in the Electric Vehicle at all times.
- b. The performance of the Electric Vehicle's battery depends on how the Electric Vehicle is operated. You must operate the Electric Vehicle in a reasonable manner, using due care and skill. You must not speed in the Electric Vehicle. To the extent that Your operation of the Electric Vehicle effects the performance of the Electric Vehicle, You are responsible for how the Electric Vehicle is operating.
- c. You may use electric vehicle charging stations to recharge the Electric Vehicle. You may use Tesla charging stations. You must reimburse Us for any charging fees You incur for the Electric Vehicle. You must only charge the Electric Vehicle in the manner that We have shown or instructed You. Where it is possible for Us to do so, We may provide you with charging cable to You to charge the Electric Vehicle. If We supply charging cables to You, You must only charge the Electric Vehicle using the cables We supply You. You must only charge the Electric Vehicle in accordance with the manufacturer's instructions which We have provided to You.
- d. You must not try to jumpstart the Electric Vehicle and You must never use the Electric Vehicle to jumpstart another vehicle.
- e. You must not drive the Electric Vehicle through an automatic carwash.

10. Roadside Assistance

- a. Free basic roadside assistance is provided for inherent mechanical faults in the Vehicle but fees and charges apply for all other faults or driver induced errors.
- b. Faults and driver induced errors include:
 - i. running out of fuel in the case of a Vehicle that is not an Electric Vehicle and running out of charge/battery in an Electric Vehicle;
 - ii. a flat battery in a Vehicle;
 - iii. lost keys, a keyless start or remote control device;
 - iv. unlocking the Vehicle when the key, keyless start or remote control device have been locked in it; and
 - v. changing a wheel as a result of a flat tyre.

- c. We reserve the right not to replace the Vehicle if we determine that an Accident or Damage involving the Vehicle is significant.
- d. If the driver is at fault and the Vehicle requires a tow, any towing costs will also be on charged to You.
- e. If You become aware of:
 - i. a warning light or fault message in the Vehicle;
 - ii. low engine or brake oils, engine coolant levels or tyre pressure; or
 - iii. any other Vehicle fault during the Hire Agreement Term,

You must inform Us immediately via the contact details provided in the Rental Agreement. You must not use the Vehicle unless We have authorised You to do so. If You fail to notify Us and You continue to use the Vehicle, You will be responsible for any Damage or Third Party Loss.
- f. You must not let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless We have given You Our prior authority. You must keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed for repairs and salvage (but not towing) only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no breach of the Rental Contract.
- g. You must report any Accident or theft of the Vehicle to Us as soon as practicable and within 24 hours of the Accident or within 24 hours of discovering the theft of the Vehicle either in writing (including via any online platform We provide) or verbally (by phoning Us and speaking with Our staff). You must complete all documentation that We require regarding any Accident or theft and forward any Third Party correspondence or court documents to Us within 7 days of receipt.
- h. Any report You provide to Us, including a verbal or written report given under clause 10g must be true and complete with respect to each particular and must not omit any relevant information. If You:
 - i. fail to be truthful with Us or You are dishonest with Us or in any report You submit to Us;
 - ii. fail to give Us full and complete information and all relevant information; or
 - iii. omit to give Us information that is relevant (even if We did not specifically ask You for that information),

You will be in breach of Your obligations under clauses 10g and 10h.
- i. If You have an Accident in which:
- j. a person is injured;
- k. the other party failed to stop or exchange details;
- l. the Vehicle or any other vehicle is towed; or
- m. a driver appears to be under the influence of intoxicating liquor or drugs,
a report must also be made to the police immediately (for example by calling 000).
- n. If the Vehicle is stolen a report must be made to the police as soon as practicable and within 24 hours of the theft being discovered.
- o. If you have an Accident You must:
 - i. make the Vehicle secure;
 - ii. get the names and address of all persons involved, including witnesses;
 - iii. supply Us with any information concerning the driver of the Vehicle and You must allow Us direct access to the driver of the Vehicle and You must fully cooperate in allowing Us to gain such access;

- iv. not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
 - v. permit and assist Us to bring, defend, enforce or settle any legal proceedings against a Third Party, including attending at a lawyer's office and/or court; and
 - vi. allow Us to claim in Your name under any applicable substitute vehicle insurance, and do everything that may be required to assist Us in making such a claim.
- p. Subject to the ACL, We are not liable for missed flights, disruption of holiday plans, loss of enjoyment or consequential or economic loss due to a breakdown of the Vehicle.

11. Vehicle Monitoring System

- a. Vehicles may be fitted with a vehicle monitoring system (VMS) which can be used to track and record the geographical location, distance and speed of the Vehicle during the rental period.
- b. Subject to clause 11f:
 - i. You are not permitted to remove, alter, tamper with or otherwise interfere with the VMS in the Vehicle;
 - ii. You must immediately advise Us if the VMS is damaged, altered, tampered with, interfered with or is no longer in the Vehicle (even if this has occurred through no fault of Yours);
 - iii. if You:
 - c. remove, alter, tamper with or otherwise interfere with the VMS; or
 - d. allow another to remove, alter, tamper with or otherwise interfere with the VMS;
 - e. or fail to take reasonable steps to stop another from removing, altering, tampering with or otherwise interfering with the VMS,
 - then You are responsible to Us for any loss or damage arising to the VMS or resulting from Our loss of the data that could otherwise have been provided to Us from the VMS.
- f. Circumstances may arise where We request that You remove, alter or take such other action as we request with respect to the VMS. Action We request You take will not breach clause 11b.
- g. You consent to the Vehicle having the VMS and the use of data from the VMS to:
 - i. alert Us to the speed (including any excessive speed) of the Vehicle;
 - ii. alert Us to any impact to the Vehicle and assist Us to recreate or better understand an Accident or an allegation of erratic or recking driving behaviour;
 - iii. disclose to Us the location of the Vehicle;
 - iv. assist Us and Police in recovery of the Vehicle, including where the Vehicle has been stolen or has not been returned in accordance with the Rental Agreement;
 - v. assist Us to charge You in accordance with the Rental Agreement (including by assisting Us to determine the kilometres the Vehicle was driven);
 - vi. test the veracity of an alleged drop off of the Vehicle in the event of a dispute between You and Us regarding where and when the Vehicle was returned to Us; and
 - vii. assist Us to determine how We will maintain and service the Vehicle.
- h. We will comply with the law in Our use of data obtained from the VMS.
- i. We may provide data obtained from the VMS to the Police or government authorities where we are requested or required to do so.

- j. We may use deidentified data obtained from the VMS for market research and to review our systems and service offering generally.

12. Indemnity and Release

- a. Except to the extent such liability is imposed on Us under the ACL, You indemnify and release Us to the fullest extent permissible by law against all claims, damages, losses or liabilities which may arise in respect of:
 - i. the use or operation of the Vehicle by You or any other party, including its directors, officers, employees and agents (whether reckless, negligent or otherwise); and
 - ii. any damages, losses or liabilities which may arise as a result of the failure or breakdown of the Vehicle arising out of or connected with the misuse of the Vehicle during the Hire Agreement Term.
- b. The indemnities in this clause are reduced proportionately to the extent that We caused or contributed to such claim, damage, loss or liability.

13. No Dealings with the Vehicle

You must not offer or purport to sell, assign, sublet, lend, pledge, mortgage, bail, let on hire or otherwise part with or attempt to part with its possession of the Vehicle or otherwise deal with the Vehicle.

14. Liability Reduction

- a. Your liability for Damage to the Vehicle is limited to the Damage Excess Amount.
- b. You must pay for the costs of repairing Damage to the Vehicle:
 - i. up to the Damage Excess Amount; or
 - ii. which is excluded from liability limitation under this clause,unless an insurance company for the other party (if any) to the damage accepts liability for all costs We suffer as a result of the Damage.
- c. The following are excluded from the liability limitation under this clause:
 - i. damage which occurred during the use of the Vehicle by anyone other than an Additional Driver;
 - ii. damage caused or contributed to by a breach of this Agreement;
 - iii. overhead damage, being damage (excluding hail damage) to the Vehicle during the Hire Agreement Term above the top of the front and back windscreens or damage to third party property, caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle;
 - iv. water damage, being damage to the Vehicle as a result of it being driven on a beach or through a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch or riverbed), or natural disaster which could be avoided including fire, storm or cyclone;
 - v. underbody damage, being damage to the Vehicle during the Hire Agreement Term caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars where We consider, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage;
 - vi. damage caused by use of the incorrect fuel type, oil or AdBlue;
 - vii. Damage or Third Party Loss caused or contributed to by You where You leave the scene of the Accident prior to the attendance of the police or reporting the Accident to the police;
 - viii. the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote door control devices tool kits, spare tyres and first aid kits.

- d. We may charge a non-refundable claim handling fee, in addition to the costs of the damage payable by You. The claim handling fee will be set out in the Rental Agreement.
- e. The costs of the damage and the claims handling fee are payable by You on demand from Us.
- f. Notwithstanding anything else in this Agreement, we may offer liability reduction services that You can purchase to reduce the Damage Excess Amount, which will be shown on Your Rental Agreement.

15. Default

- a. The parties agree that each of the following events amount to default by You under this Agreement:
 - i. if You fail to pay the Hire Fee or any other money payable under this Agreement on the due date of payment;
 - ii. if You fail to perform or observe any of the covenants or provisions of this Agreement, which You are required to perform or observe;
 - iii. if You become bankrupt, insolvent, convene a meeting with Your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of Your creditors; or
 - iv. if a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of You or any of Your assets.
- b. If an event of default occurs We may, immediately by written notice to You, enter upon any land or premises where the Vehicle may be situated and:
 - i. retake possession of the Vehicle; and
 - ii. terminate this Agreement.
- c. If this Agreement is terminated for any reason other than the expiration of the Hire Agreement Term or early termination with Our express consent in writing, then without prejudice to its other rights at law or in equity, We may, at any time, demand immediate payment of all or any of the following:
 - i. all arrears in Hire Fee and other money then due and payable by You under this Agreement;
 - ii. the costs of repossession of the Vehicle;
 - iii. Our loss caused by such termination to be notified by Us to You;
 - iv. all reasonable costs and expenses incurred by Us in enforcing this Agreement;
 - v. interest on all monies payable under this provision from the date of termination to the date of payment at the Default Interest Rate; and
 - vi. the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs.
- d. The remedies provided in this Agreement in favour of Us pursuant to an event of default or repudiation of this Agreement by You are not exclusive but are cumulative and are in addition to all other remedies in its favour at law, in equity or otherwise. The election at any time to enforce such remedies will in way bar the later enforcement from time to time of any other remedies.

16. GST

It is agreed that the Hire Fee and all other amounts agreed to be paid by You to Us under this Agreement are exclusive of GST, and We will be entitled to add on GST and agree to deliver to You tax invoices as required by the GST Act.

17. Notices

Any notice, demand, direction, permission, control, authorisation, or other communication (each a notice) required or permitted, whether expressly, or by necessary implication, to be given under the Agreement is:

- a. to be in writing addressed to the address of the intended recipient shown in this Agreement or to another address as by the intended recipient to the party giving the notice;
- b. to be signed by a person duly authorised by the sender; and
- c. be deemed to have been given and served:
 - i. where delivered by hand or by courier, at the time of delivery;
 - ii. where sent by ordinary mail, 3 days after the day of posting;
 - iii. where dispatched by security post on the seventh day after the date on which the notice is accepted for posting by the relevant postal authorities; and
 - iv. where dispatched by email, when the sender's computer indicates that the message has been received and that it has not bounced,

but if delivery or receipt is later than 5:00 pm (local time) on a Business Day, the notice is deemed to have been given and served on the next Business Day.

18. Miscellaneous

18.1 Governing Law

This Agreement is governed by the laws of Tasmania.

18.2 Variation

This Agreement may not be varied or amended except in writing signed by the parties.

18.3 Liability

An obligation or liability on the part of two or more persons binds them jointly and each of them severally.

18.4 Severance

If any term of this Agreement is or becomes legally ineffective, under common law or legislation, the ineffective provision may be severed from this Agreement which otherwise continues to be valid and operational. The parties will agree on an arrangement having a legal and economic effect which will be as similar as possible to the ineffective provision.

18.5 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

18.6 Further Acts

You must at your expense do any further act and execute any further document which We may reasonably request in order to protect Our title to the Vehicle and Our rights, powers and remedies under this Agreement.

18.7 Entire agreement

This Agreement constitutes the sole and entire agreement between the parties on the subject matter.

18.8 Electronic Signature

We may use electronic signatures as a means of entry into the Agreement. When You insert an electronic signature, You consent to the use of this means of acknowledgment and acceptance of the Agreement.