



PART B - TERMS AND CONDITIONS INTERPRETATION

-1 This Agreement is made on the date shown in Part A and comprises that document, these terms and conditions and any other document referred to herein.

-2 In this Agreement unless the context otherwise indicates (and whether appearing in capitals or lower case): (a) "the Owner" means UNIVERSAL FNQ PTY LTD A. C.N. 114 208 285 and its substitutes, successors and permitted assigns;

(b) "the Renter" shall unless a contrary intention appears means and include: I. the person, company, corporation or government department shown and identified as Renter in Part A;

II. any person, company, corporation or government department which is or becomes vicariously liable at law to third parties for loss or damage caused by the driver of the vehicle where such persons, company, corporation or government department establishes that the hiring was made by the driver as agent for or on behalf of such person, company, ; corporation or government body and that the loss or damage was caused without the knowledge or consent of such person, company, corporation or government body

III. Any person, company, corporation or government department shown as "Joint Renter" in Part A;

IV. any person who signs this Agreement as the Renter or Joint Renter whether on his own behalf or on behalf of any other person, company, corporation or government department;

V. any person or corporation that provides a Credit Card Authority in Part A.

(c) the vehicle means the vehicle described in Part A of this Agreement or any substitute vehicle, and includes its parts, components, accessories, equipment and contents supplied by the Owner including but not limited to all keys, tools and maps.

(d) Rental Period means the period commencing at the commencement time and the commencement date shown in Part A and ending at the return time and on the return date shown in Part A.

-3 Where the Renter is more than one person liability shall be joint and several. -4 In this Agreement, unless the contrary intention appears, words importing gender shall include other genders and the singular includes the plural and vice versa.

-5 Headings are inserted for convenience and do not affect the interpretation of this Agreement.

RENTAL OF VEHICLE

2 The Owner agrees to rent the vehicle to the Renter for the rental period and the Renter agrees to take the vehicle on hire for that period and to pay the rental charges set out in Part A

hereof for the vehicle, together with any applicable GST, on the terms and conditions set out in this Agreement.

WARRANTY BY PERSON SIGNING AGREEMENT

3 Any person who signs this Agreement (whether on his own behalf or on behalf of the Renter) WARRANTS that for all purposes of this Agreement he is the duly authorized agent

of the Renter and if such person is not the duly authorized agent of the Renter then in consideration of the Owner permitting him to drive the vehicle he shall be deemed to be the Renter and to be bound by all the terms and conditions of this Agreement.

DRIVING THE VEHICLE

4 The Renter agrees that the vehicle shall not be driven by any other person other than the Renter.

WARRANTIES BY RENTER

5 (I) The Renter warrants that; (a) the Renter who drives the vehicle; (i) has not been convicted of any offence relating to driving a motor vehicle under the influence of liquor or drugs or with a blood alcohol level over the legal limit; (ii) has not been refused motor vehicle insurance;

(iii) holds a current motor vehicle driver's license valid in the State of hire and for the class of the vehicle,

(b) all particulars shown in Part A are correct in every respect and are not misleading in anyway including, without limitation by omission; and

(c) the Renter will not drive or use the vehicle in contravention of any road, traffic or other legislation or laws as may apply from time to time.

-2 The Renter acknowledges that it was upon reliance on the truth of the above

warranties and representations that the Owner agreed to enter into this Agreement.

LIABILITY OF OWNER

6 The Owner shall not be under any liability;

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

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

CONDITION OF VEHICLE

7 The Renter acknowledges and agrees that;

I. the vehicle is the property of the Owner who retains title to the vehicle and that the Renter has rights to possess the vehicle as a mere bailee only;

II. that the vehicle has been received by the Renter in clean, good working order and condition except as specified in the vehicle damage report attached hereto as Schedule "1"; and

III. the Renter must maintain all of the vehicle's engine and brake oils and engine coolant levels to the manufacturer's specifications and ensure that the tyres are maintained at the manufacturer's recommended pressure levels; and

IV. Keep the vehicle locked and secure at all times and if the vehicle is stolen to provide the Owner with the keys; and

V. If the Renter has been provided with any child restraint, child seat or baby capsule by the Owner, the Renter is responsible for attending to and ensuring that such restraints or seats are properly attached or fastened to the vehicle in compliance with all applicable legislation or laws and hereby indemnifies the Owner from any liability whatsoever in respect thereof; and

VI. the Owner gives no express warranty in relation to the vehicle or any equipment or accessories supplied by the Owner and to the extent permitted by law all other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety.

POSSESSION AND RETURN OF VEHICLE

8. (I) The Owner may terminate this Agreement and without notice repossess the vehicle in the event that:

(a) The Renter is found to be in breach of any term condition or warranty in this Agreement; or

(b) The Owner considers on reasonable grounds that the conduct of the Renter is likely to affect prejudicially the Owner's interest in or the condition of the vehicle; or

(c) any of the circumstances referred to in clause 11(3) below arise; and may retain all sums paid by the Renter but without prejudice to any further rights of the Owner in respect of any breach or default by the Renter.

-2 The Renter undertakes that the vehicle will be returned to the Owner at the return location, date and time specified in Part A in the same condition as when received (fair wear and tear excepted).

-3 If the Renter does not for whatsoever reason return the Vehicle to the return location specified in Part A the Renter will pay upon expiry of the rental period or termination of, this Agreement whichever is the earlier, a return location charge to be determined by the Owner to cover the transport towing and other costs of returning the vehicle and/or any passengers to the return location specified in Part A.

-4 If the Renter fails to return the vehicle (whether or not due to the negligence or other default of the Renter) at the specified return location, at the return date and return time,

or during any extension of time as authorized in writing by the Owner, the Renter shall pay to the Owner any loss suffered by the Owner including but not limited to an amount equal to the amount that the Owner would have charged the Renter if the period of rental had continued till the actual return of the vehicle.

-5 If the vehicle is returned outside the normal hours of operation of the Owner it

will be deemed to have been returned on the next business day that the Owner is open for operation and the rental charges will continue and the Renter will be responsible for the vehicle, until such time as the vehicle is deemed to have been returned.

-6 The Renter undertakes not to drive the vehicle outside the area of use as acknowledged by the Renter on the map attached hereto as Schedule "2".

-7 The mileage traveled by the Renter shall be computed from the odometer which is sealed and its reading shall be conclusive. The Renter acknowledges and agrees that the seals are unbroken at the time of taking delivery of the Vehicle. In the event that the odometer is broken or tampered with then the Renter shall pay to the Owner by way of liquidated

damages and not as a penalty in addition to the rental charge, three dollars (\$3.00) for every hour or part thereof that the vehicle is in the possession of the Renter.

DAMAGES TO MOTORBIKES
9 The Renter hereby acknowledges and agrees that if the vehicle is a road bike and is taken off the road then the Renter is responsible for any loss or damage suffered by the Owner or to the vehicle regardless of whether or not the Renter is at fault.

REPORTING ACCIDENTS

10 The Renter will report in writing to the Owner forthwith and in any case not later than twenty-four hours after the event, any accident or incident which may give rise to any claim by any person against the Owner or the Renter for injuries or damage to persons or property in any way arising out of the use or possession of the vehicle by the Renter.

DAMAGE TO THE VEHICLE

11 (1) Subject to this clause 11 the Renter is liable;

(a) for any damage to or loss of the vehicle; and

(b) for any consequential loss of revenue or other expenses of the Owner including but not limited

to the cost of towing, recovering and storing the vehicle; and

(c) for all damage to the property of any person ;

(i) which is caused or contributed to by the Renter; or

(ii) which arises from the use of the vehicle by the Renter; however caused and whether intentional or not

-2 Subject to clause 11(3) and 11(4) below if the Renter accepts and makes payment of the Vehicle Loss and Damage Cover Fee at the commencement of the Rental Period as set

out in Part A and where applicable the Renter pays the Damage Liability Fee in Part A for each separate event involving damage to or loss of the vehicle the Owner waives the liability

of the Renter under clause 11. (1)(a) for damage to the Vehicle or loss of the Vehicle provided always that the Renter has complied with all the terms and conditions of this Agreement.

(3) Clause 11(2) above does not cover and the Renter will always be liable for any damage to or loss of the vehicle where;

(a) the vehicle is driven by any person other than the Renter and whether with or without the consent of the Renter; or

(b) the vehicle is used by the Renter for any illegal purpose, in any race, speed test or contest or in preparation thereof or to propel or tow any vehicle or trailer (other than a trailer hired from the Owner) or to convey any load in excess of that for which the vehicle was constructed; or

(c) the vehicle is driven by the Renter in excessive speed or in a manner dangerous to the public; or (d) the Renter who drives the vehicle does not hold a current motor vehicle driver's license valid for the state of hire; or (e) the Renter drives the vehicle under the influence of an intoxicating liquor or drugs; or (f) the vehicle is driven or used by the Renter on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete) or when the road is damaged or in an unsafe condition or partially or fully covered by water; or

(g) the vehicle is driven or used by the Renter for the conveyance of passengers for hire, fare or reward; or

(h) the Renter fails without reasonable excuse to return the vehicle to the Owner; or

1st Renter 2nd Renter 3rd Renter 4th Renter

(i) the loss or damage to the vehicle

occurs outside the rental period or any extension thereof authorized in writing by the Owner; or

(j) the Renter is in breach of any warranty made by the Renter herein; or

(k) the Renter fails to promptly complete and furnish to the Owner such statements, information and assistance as the Owner may reasonably require in respect of the loss of the

vehicle or any accident or event involving damage to the vehicle or to the property of any other person; or

(l) the Renter has without the consent in writing by the Owner made or given any offer, promise of payment, settlement, indemnity or admission of liability in respect of any accident, damage to the vehicle or to the property of any person; or

(m) the Renter has not taken reasonable precautions to prevent loss, damage or theft of the vehicle or its accessories, tools and spare parts; or

(n) the loss or damage to the vehicle occurs outside the area of use as acknowledged by the Renter on the map attached hereto as Schedule "2"; or

(o) the damage occasioned to the vehicle is as a consequence of any goods, chattel, plant or other things of any nature whatsoever carried in or upon the vehicle or which shall be temporarily affixed thereto by the Renter or any person acting on the instructions of or on behalf of the Renter; or

(p) the vehicle shall suffer deterioration, loss or damage in consequence of its use by the Renter in a manner or for a purpose other than for which it is designed and constructed; or

(q) the vehicle is driven or used by the Renter to carry animals, pets or a greater number of passengers and/or larger load than recommended by the Manufacturer; or

(r) the vehicle is stolen; or

(s) there is only one vehicle involved in the accident, regardless of the cause; In any of which events the Renter is liable whether guilty of negligence or not to the Owner for the full amount of the damages to the vehicle.

-4 Notwithstanding payment of the Vehicle Loss and Damage Cover Fee the Renter shall be responsible for: -

(a) the Damage Liability Fee in Part A if there is damage to or loss of the Vehicle;

(b) all tyre damage not attributed to normal wear and tear such as staked, scuffed and any other abnormal damage;

(c) all undercarriage damage;

(d) all body damage unless damage can be attributed to a specific accident with another vehicle the driver of which can be identified and contacted to the satisfaction of the Owner;

(e) all motor, suspension, chassis, differential gearbox, axles, wheels and any other damage caused by misuse or abuse of the vehicle as referred to in this Agreement;

(f) loss of spare wheel, tools, jack, keys or any other accessories;

(g) overhead damage to the vehicle caused by its failure to clear low trees, bridges or other objects;

(h) the replacement costs of the windscreen or other glass in the event of damage or breakage;

(i) any water damage which includes but is not limited to any damage arising out of the vehicle being subjected to the inundation of water that it is not designed to withstand.

-5 For the purposes of this clause 11 the cost and expense to the Owner as a result of any damage to or loss of the vehicle includes any costs, expenses or outgoings in connection

therewith or arising there from and the buyer agrees that the amount that the buyer must pay for any damage or repair may be reasonably determined by the Owner.

-6 The Renter acknowledges and agrees that the Owner has not in any way represented itself to the Renter as a person carrying on the business of providing insurance.

FUEL

12 The vehicle must be returned with at least the same amount of fuel as at the commencement of the rental period as set out in Part A. If the vehicle is returned with less fuel than the amount of fuel at the commencement of the rental period then the Renter must pay the Fuel Service Charge per Liter as set out in Part A.

Upon the termination or expiry of the rental period the Owner shall be entitled to all fuel in the vehicle and is not required to compensate or pay the Renter for the amount of any fuel in the

vehicle that exceeds the amount of fuel as at the commencement of the rental period.

PAYMENT

13 -1 The Renter agrees to pay the Owner on demand;

(a) the rental as set out in Part A hereof (whether at a flat rate charge or distance or time charge or a combination of any of the foregoing) together with all other fees and charges payable under this rental Agreement.

Distance charges are measured from the vehicle's odometer;

(b) all monies for which the Renter is liable to the Owner pursuant to this Agreement in respect of any damage, loss or otherwise;

(c) all fines and penalties paid or payable by the Owner in respect of traffic, parking and other offences committed by the Renter;

(d) all tolls, levies, charges or any other amounts paid or payable by the Owner or the Renter to any person arising out of or incidental to the use of the vehicle by the Renter

or imposed on the Renter or the Owner by any governmental or other competent authority;

(e) any applicable fuel Service Charges;

(f) for any loss or damage incurred by the Owner as a result of or incidental to a breach by the Renter of any terms or conditions in this Agreement including but not limited to all legal and court costs (on an indemnity basis) incurred by the Owner;

(g) an administration fee of \$50 per hour or a part thereof for the total time involved by the Owner or the servants or agents of the Owner in investigating, taking such actions as necessary and mitigating the Owners losses as a result of a breach or noncompliance of a term or condition in this Agreement by the Renter.

-2 The Renter hereby irrevocably and unconditionally authorizes the Owner to charge all monies or amounts payable to the Owner pursuant to this Agreement to the Renter's

Credit Card or Charge account as nominated in Part A .

-3 The Owner may charge the Renter Default Interest at the Rate of 16 % per annum calculated on a daily basis on all outstanding amounts or monies payable pursuant to this Agreement.

-4 The Renter must provide to the Owner on the date of commencement of this Agreement a Bond for the amount referred to in Part A as security against any breaches of the terms

of this Agreement by the Renter. If the Owner suffers any loss or damage as a result of the breach by the Renter of any of its obligations under this Agreement including failure to .

pay the Owner on demand any monies payable in respect of any matter referred to in Clause 13. (1) above then the Owner may apply the Bond or a part thereof towards payment for such losses or damages

-5 The Renter hereby acknowledges and agrees that in the event of a cancellation no refunds shall be provided by the Owner of any monies received from the Renter whether by way of deposit, bond, rental charges or otherwise .

TIME

14 Time is of the essence of this Agreement, except that no delay by the Owner in exercising any right or power will operate as a waiver of that right or power. Nor will any single or partial exercise of any right or power preclude any other or further exercise of that right or power.

GOVERNING LAW

15 This Agreement will be governed by the law of the State of Queensland.GST

16 If any supply made by the Owner to the Renter under this Agreement is a taxable supply then in addition to any consideration payable by the Renter to the Owner under this Agreement, the Owner shall be entitled to recover from the Renter an additional amount on account of GST, such amount to be equal to the amount of the Owner's GST Liability

in respect of the supply calculated in accordance with the A new Tax System (Goods and Services Tax) Act 1999 (Cth) and on the basis that the consideration otherwise payable under this Agreement is the value of the taxable supply and shall be recoverable at the same time as the payment for the supply is payable under this Agreement.