



TERMS AND *Conditions*



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This version 2.5 of these Terms and Conditions supersedes all previous versions.

This version 2.5 of these Terms and Conditions will remain in place until superseded by a more recent version.

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1.1 PARTIES TO THE AGREEMENT

- 1.1.1 These Tru Fleet Terms and Conditions form part of the agreement (Contract) between Tru Fleet Pty Ltd (ABN 29 657 631 644) trading as Tru Fleet (Company) and the individual or company (Hirer) named in the Contract.
- 1.1.2 The Company hires to the Hirer, and the Hirer hires from the Company, the Vehicle for the Hire Period at the rates specified in the Contract subject to these Terms and Conditions.

1.2 CONTRACT DOCUMENTS

- 1.2.1 The following items collectively form the Contract between the Company and the Hirer:
- Tru Fleet Terms and Conditions;
 - Tru Fleet Vehicle Condition Reports;
 - Tru Fleet Hire Estimate/Quotation (as applicable); and
 - Tru Fleet Credit Application Form.
- 1.2.2 Unless explicitly agreed to in writing by the Company, no other documents will form part of the Contract nor will any correspondence or the like between the Company and the Hirer change these Terms and Conditions, including:
- Any Request or Purchase Order issued by the Hirer; or
 - Any terms or conditions provided by the Hirer.
- 1.2.3 In the event of any conflict or inconsistency between these Terms and Conditions and any terms or conditions set forth by the Hirer in any purchase order or in other document relating to the transactions contemplated by this Contract, the Terms and Conditions set forth in this Contract shall prevail.

1.3 INFORMATION GUIDES

- 1.3.1 The Company has created Guides (which include the Tru Fleet Fair Wear and Tear Guide, and the Tru Fleet Operators Guide) that are each intended to provide either:
- General information to the Hirer concerning a topic within these Terms and Conditions; or
 - A generalised overview or summary of a process described within the Contract.
- 1.3.2 These Guides do not form part of the Contract and these Guides may be published, updated, replaced, added to, or withdrawn at any time by the Company.

1.4 CONTRACT EXECUTION AND TERMINATION

- 1.4.1 Any person who accepts the Contract on behalf of the Hirer does so as an agent of the Hirer. If such person is not authorised as an agent of the Hirer, then in consideration of the Company allowing the collection or delivery of the Vehicle, the person accepting the Contract shall be deemed to be the Hirer and will agree to be bound by the Contract.
- 1.4.2 In the event an executed Contract has not been provided to the Company, provision of these Terms and Conditions to the Hirer and any of the following circumstances will be considered acceptance of the Contract by the Hirer:
- The collection of the Vehicle by the Hirer;
 - The acceptance of delivery of the Vehicle, by the Hirer;
 - The Hirer accepting a Tru Fleet Hire Estimate or Tru Fleet Hire Quotation (whichever is applicable); or
 - The Hirer indicating acceptance of the Contract.
- 1.4.3 Either party may terminate this Contract at any time if the other party commits a material default of this Contract.
- 1.4.4 Subject to these Terms and Conditions, in particular Clause 2.8 Return Of Vehicle and Section 6 – Charges And Fees, a Hirer may terminate this Contract at any time by returning the Vehicle.

1.5 GENERAL PROVISIONS

- 1.5.1 Emphasised words (Example) in these Terms and Conditions carry the meaning defined in Schedule 1 – Definitions or elsewhere in these Terms and Conditions.
- 1.5.2 All references to the Hirer shall be taken to include:
- Any agent, servant, contractor, or employee of the Hirer engaging with the Company or interacting with the Vehicle on behalf of the Hirer;
 - Any persons operating the Vehicle, whether meeting the requirements for Operator or not; and
 - For the avoidance of any doubt, any persons operating the Vehicle and required by Police or other Relevant Authority to submit to any test.
- 1.5.3 All references to the Vehicle shall be taken to include:
- The vehicle or vehicles described in the Contract;
 - Associated Items supplied by the vehicle manufacturer; and
 - Associated Items supplied by the Company.
- 1.5.4 All references to unrestricted drivers' licenses mean a motor vehicle licence issued by an Australian State or Territory, and specifically exclude any learners' permit, any provisional license, any disqualified license, or any extraordinary license.
- 1.5.5 No Hirer, Operator, or passenger in the Vehicle shall be deemed to be the Company's agent, servant, or employee, in any manner or for any purpose whatsoever.
- 1.5.6 The Company's rights under the Contract may only be waived in writing by one of the Company's officers.
- 1.5.7 The Company is not liable for any indirect, special, incidental, or consequential damage suffered by the Hirer or any other person due to any breach of the Contract by the Company and the Hirer releases and indemnifies the Company, including for legal costs, from any such claim.
- 1.5.8 The Hirer indemnifies the Company, which includes officer, employee, agent, contractor, or invitees of the Company, for any liability, loss, claim, suit, action, expense, demand, or proceedings of whatsoever nature the Company may suffer due to or attributable to the Hirer's negligence.
- 1.5.9 Whenever the Company is permitted to limit its liability under State and/or Federal statute for breach of an implied condition or warranty, then this liability is limited to the replacement, repair, or re-supply of the Vehicle.
- 1.5.10 The Hirer warrants that all information supplied in connection with the Contract, whether supplied before or after the date of execution, is or shall be true and correct in all respects and that the Hirer will immediately notify the Company of any such changes.
- 1.5.11 Where the Hirer is more than one person its obligations under the Contract are joint and several, and all references to "Person" shall be taken to include a company.
- 1.5.12 Words used in the Contract include all genders, singular words include the plural, and vice versa.
- 1.5.13 The Company reserves the right to refuse to hire another Vehicle to the Hirer following any incident, accident, or where the Hirer has breached any term of the Contract.

SECTION 2 – VEHICLE USE CONDITIONS

2.1 COLLECTION OF VEHICLE

- 2.1.1 At the agreed time on the Hire Start Date, the Vehicle shall be:
- Collected by the Hirer from the Company at the location defined in the Contract, or
 - If delivery has been agreed in the Contract, accepted for delivery by the Hirer.
- 2.1.2 The Hirer must secure agreement in writing from the Company at least one Minimum Notice Period prior to the Hire Start Date for changes to the Hire Start Date, changes to the Vehicle collection

arrangements, or changes to any other agreed details within the Contract.

- 2.1.3 Additional charges and modified hire rates may apply for any agreed changes, regardless of the notice provided.

2.2 FAILURE TO COLLECT

2.2.1 If the Hirer fails to collect the Vehicle from the Company or, fails to accept delivery of the transported Vehicle by the agreed time on the Hire Start Date, the Hirer agrees that the Company can, at the Company's discretion, either:

- a) Place the Vehicle on hire to the Hirer from that agreed time on the Hire Start Date to secure the Vehicle for later collection by the Hirer; or
- b) Cancel the Contract, charge the Hirer a Short Notice Fee and, in the event the Vehicle was transported to the Hirer, charge transport costs and a Processing Fee.

2.3 VEHICLE CONDITION ON COLLECTION

2.3.1 The Hirer acknowledges that on the Hire Start Date the Vehicle was accepted from the Company in the condition specified in the Contract, including:

- a) Associated Items supplied with the Vehicle by the vehicle manufacturer;
- b) Associated Items supplied by the Company;
- c) The odometer and fuel reading of the Vehicle as recorded in the Contract;
- d) The seal of the odometer of the Vehicle unbroken;
- e) The Vehicle being in a clean and tidy condition, allowing for Fair Wear and Tear, which includes:
 - (i) The interior, storage, and load carrying areas being free of any refuse, debris, or waste;
 - (ii) The interior being free of soiling, staining, and unpleasant odours;
 - (iii) The exterior being free of mud, dirt, soiling, or staining; and
 - (iv) The undercarriage and engine bay being free of mud, dirt, or debris.

2.4 AUTHORISED OPERATORS

2.4.1 During the Hire Period the Hirer accepts responsibility for ensuring that the Vehicle is only operated by an Operator that has been properly authorised by the Hirer.

2.4.2 When properly authorising an Operator, the Hirer is responsible for ensuring:

- a) Operators are above the Minimum Age;
- b) Operators hold a current unrestricted drivers' licence suitable for the class and intended use of the Vehicle;
- c) No Operator exceeds the maximum lawful limit for breath or blood alcohol concentration;
- d) No Operator is intoxicated, or under the influence of any drug, toxic substance, or illegal substance;
- e) No Operator is Disqualified; and
- f) No Operator provides false information in relation to being an Operator.

2.5 USAGE RESTRICTIONS

2.5.1 Without the prior written authorisation of the Company, the Hirer agrees not to operate or transport the Vehicle:

- a) Off-shore, on any beach, or on any salt bed or lake;
- b) In an air-side or underground environment;
- c) Across a State or Territory border; or
- d) Anywhere likely to cause the Company significant economic loss for Vehicle recovery.

2.5.2 Without the prior written authorisation of the Company, the Hirer agrees not to use the Vehicle to:

- a) Carry any inflammable, explosive, or corrosive materials;
- b) Race, pace, enter, evaluate, or prepare for any reliability trials, rally events or hill-climb events;
- c) Carry any animal or pet; or
- d) Operate any ride-sharing or peer-to-peer lending.

2.5.3 Without the prior written authorisation of the Company, the Hirer agrees that they will not sub-hire or part possession of the Vehicle

2.5.4 During the Hire Period, the Hirer agrees not to:

- a) Use the Vehicle to propel or tow anything that is not a trailer, propel or tow a trailer exceeding the rated capacity of towing mechanism of the Vehicle, nor propel or tow any trailer with a load exceeding the capacity of the trailer or the towing mechanism of the Vehicle;
- b) Carry any load exceeding the rated capacity of the Vehicle, use the Vehicle in a manner or purpose contrary to its design and construction, nor carry any greater number of persons than the Vehicle has seat belts;
- c) Use the Vehicle to commit any illegal or unlawful act, including any traffic offence which automatically results in the suspension or loss of a driver's licence;
- d) Misuse the Vehicle or operate it while damaged, unsafe, not roadworthy, or lacking appropriate tyre pressure, coolant level, oil level, or any other fluid level;
- e) Drive the Vehicle if the vehicle manufacturer, a Company authorised service agent or repairer, or the Company has directed or recommended for the Vehicle not be driven;
- f) Add any fuel or additive of a type not specified by the vehicle manufacturer or the Company;
- g) Expose the cabin to excessive dust, smoke, and other airborne materials; or
- h) Permit the smoking of tobacco or other substances, or the use of any e-cigarette, atomiser, aerosol, or similar device in the Vehicle.

2.6 TELEMETRY AND MONITORING

2.6.1 The Hirer acknowledges that the Vehicle may be fitted with a Vehicle Monitoring System, which includes a tracking device, as defined under the Surveillance Devices Act 1998. The tracking device is intended to be used to determine the location of the Vehicle.

2.6.2 As the person in possession or having control of the Vehicle during the Hire Period, the Hirer expressly consents to the Company using the Vehicle Monitoring System fitted to the Vehicle for the Hire Period as a condition of this Contract.

2.6.3 Additionally, the Hirer provides this same consent for the duration of the Hire Period on behalf of any Operators or passengers of the Vehicle.

2.6.4 The Hirer further agrees to the collection, retention, and use of any Vehicle Monitoring System information by the Company in accordance with the Company's procedures and Privacy Policy.

2.6.5 The Hirer acknowledges that it is an offence under the Surveillance Devices Act 1998 to remove or interfere with a device such as the Vehicle Monitoring System that has been lawfully attached to the Vehicle.

2.7 SECURITY AND KEYS

2.7.1 The Hirer remains responsible for keeping the Vehicle and any keys, fobs, or other access control and security devices (Keys) secure.

2.7.2 The Hirer must not permit the Vehicle to be left unattended while not secure, with the motor running, or with the Keys accessible.

2.7.3 The Hirer agrees to indemnify and keep the Company indemnified if a failure to keep the Vehicle or Keys secure contributes to theft, unauthorised driving, or damage.

- 2.7.4 The Hirer acknowledges that it retains full responsibility for the security of the Vehicle in circumstances where safety regulations or operating procedures require the Keys to be kept with the Vehicle or for the unattended Vehicle to be kept insecure or accessible to persons other than an Operator.
- 2.7.5 If these safety regulations or operating procedures contribute to theft, unauthorised driving, or damage the Hirer agrees to indemnify and keep the Company indemnified for such any loss or damage.

2.8 RETURN OF VEHICLE

- 2.8.1 At the agreed time on the Hire End Date, the Vehicle is to be:
- Delivered by the Hirer to the Company at the location defined in the Contract, or
 - If collection has been agreed in the Contract, made available for collection from the Hirer.
- 2.8.2 The Hirer must secure agreement in writing from the Company at least one Minimum Notice Period prior to the Hire End Date for changes to the Hire End Date, changes to the Vehicle return arrangements, or changes to any other agreed details within the Contract.
- 2.8.3 Additional charges and modified hire rates may apply for any agreed changes, regardless of the notice provided.
- 2.8.4 If the Vehicle is returned outside normal business hours, the Hirer will continue to be responsible for the Vehicle and the Hire Period will continue until the Company acknowledges receipt of the Vehicle during normal business hours on the next business day.

2.9 VEHICLE CONDITION ON RETURN

- 2.9.1 On the Hire End Date, the Hirer will return the Vehicle to the Company in a condition equivalent to the condition in which it was received, including:
- Any Associated Items supplied with the Vehicle by the vehicle manufacturer;
 - Any Associated Items supplied by the Company;
 - With the Vehicle fuel reading at least equal to the level recorded at the Hire Start Date;
 - With the seal of the Vehicle odometer unbroken;
 - With the Vehicle in a clean and tidy condition, allowing for Fair Wear and Tear, including:
 - The interior, storage, and load carrying areas being free of any refuse, debris, or waste;
 - The interior being free of staining, excessive soiling, or unpleasant odours;
 - The exterior being free of staining, excessive mud and dirt, or heavy soiling; and
 - The undercarriage and engine bay being free of excessive mud, dirt, or debris.

2.10 FAILURE TO RETURN VEHICLE

- 2.10.1 If the Hirer fails to return the Vehicle to the Company (or facilitate collection by the Company) by the agreed time on the Hire End Date, the Hirer will continue to be responsible for the Vehicle, the Hire Period will continue, and a Short Notice Fee may apply.
- 2.10.2 The Hirer will continue to be responsible for the Vehicle and the Hire Period will continue until the Company acknowledges receipt of the Vehicle during normal business hours at the Company location, or as otherwise detailed in the Contract.

2.11 RECOVERY OF VEHICLE

- 2.11.1 The Company may demand the return of the Vehicle on reasonable grounds including where the Hirer has breached, or is likely to breach the Contract or any of these Terms and Conditions.
- 2.11.2 The Hirer agrees to cooperate with the Company in the recovery of the Vehicle in the event the Company takes possession or demands the return of the Vehicle

- 2.11.3 The Company may take possession of the Vehicle without prior demand if it is illegally parked, if the Company has the opinion that the Vehicle is being or has been used in contravention of any law or the Contract, or if the Vehicle appears to have been abandoned.
- 2.11.4 The Hirer agrees that the Company has the right to take all reasonable steps to collect the Vehicle from the Hirer should the Hirer fail to return or facilitate collection of the Vehicle by the agreed time on the Hire End Date.
- 2.11.5 The Company may demand the return of the Vehicle if the Vehicle is Overdue for Service or if the Company reasonably believes the Vehicle is Overdue for Service.

SECTION 3 – VEHICLE MAINTENANCE

3.1 RESPONSIBILITY

- 3.1.1 The Hirer recognises that consistent service and maintenance must be performed on the Vehicle during the Hire Period in line with manufacturer recommendations, and at other intervals as decided by the Company.
- 3.1.2 During the Hire Period, the Vehicle remains on-hire with the Hirer while any periodic service, repair, rectification, or other maintenance activity is conducted.
- 3.1.3 The Hirer is responsible for notifying the Company when the Vehicle is due for periodic service or maintenance in accordance with the service sticker located on the windscreen of the Vehicle or in the manufacturer's service manual.
- 3.1.4 If the Hirer replaces a part or accessory on the Vehicle that is not specified by the manufacturer, then the part or accessory replaced shall be of the same make and specification as was in the Vehicle when it was hired.
- 3.1.5 The Company offers Company-Managed Maintenance as an additional service whereby the Company charges a fee to take responsibility for the periodic service and maintenance of the Vehicle on behalf of the Hirer during the Hire Period.

3.2 HIRER-MANAGED MAINTENANCE

- 3.2.1 Unless the Hirer has engaged the Company to provide Company-Managed Maintenance, the Hirer will be responsible for the periodic service and maintenance of the Vehicle during the Hire Period at their own cost.
- 3.2.2 A Hirer responsible for Hirer-Managed Maintenance of the Vehicle during the Hire Period must:
- Report the kilometres travelled by the Vehicle weekly, or as otherwise requested by the Company;
 - Take all reasonable steps to ensure that Vehicle does not become Overdue for Service;
 - Ensure a qualified technician performs the service and maintenance at the required intervals;
 - Ensure the manufacturer's service manual records the service and maintenance;
 - Advise the Company in writing of the details as soon as practicable after the periodic service and maintenance;
 - Ensure tyre pressures, fluid and fuel are maintained at the proper operating levels in accordance with the manufacturer's specifications; and,
 - Ensure any defect is immediately reported to the Company.

3.3 COMPANY-MANAGED MAINTENANCE

- 3.3.1 When, by written agreement, Hirer has engaged the Company to provide Company-Managed Maintenance, the Company will be responsible for the periodic service and maintenance of the Vehicle during the Hire Period.
- 3.3.2 While the Company will be responsible for the periodic service and maintenance of the Vehicle, the Hirer must:
- Report the kilometres travelled by the Vehicle weekly, or as otherwise requested by the Company;

- b) Take all reasonable steps to ensure that Vehicle does not become Overdue for Service;
- c) Make the Vehicle available at the required intervals for periodic service and maintenance;
- d) Facilitate the movement of the Vehicle to and from a Company authorised service agent or repairer for periodic service and maintenance;
- e) Ensure tyre pressures, fluid and fuel are maintained at the proper operating levels in accordance with the manufacturer's specifications; and,
- f) Ensure any defect is immediately reported to the Company.

3.4 ADDITIONAL MAINTENANCE REQUIREMENTS

- 3.4.1 When the average daily kilometres travelled by a Vehicle is likely to exceed the Daily Kilometre Allowance defined in the Contract, additional periodic maintenance at the Hirer's expense may be required.
- 3.4.2 When average daily kilometres travelled by a Vehicle is likely to exceed the Daily Kilometre Allowance, the Hirer must:
 - a) Take all reasonable steps to notify the Company prior to the Vehicle exceeding Daily Kilometre Allowance; and
 - b) If under Company-Managed Maintenance, make the Vehicle available to the Company or a Company-approved service agent for any additional periodic service and maintenance; or
 - c) If under Hirer-Managed Maintenance, perform any additional periodic service and maintenance required by the Company.

3.5 OVERDUE FOR SERVICE

- 3.5.1 A Vehicle will be considered Overdue for Service if:
 - a) The Company believes that the Vehicle odometer exceeds any periodic service or maintenance point plus the Overdue Service Interval; and
 - b) If a Vehicle is under Hirer-Managed Maintenance:
 - (i) The Hirer has not completed the appropriate maintenance of the Vehicle at the required interval;
 - (ii) The Company believes the appropriate maintenance has not been conducted in accordance with the Contract; or
 - (iii) There is insufficient evidence that the Hirer has completed the appropriate maintenance in accordance with the Contract.
 - c) If a Vehicle is under Company-Managed Maintenance:
 - (i) The Hirer has not taken reasonable steps to notify the Company of any approaching or overdue periodic service or maintenance point; or
 - (ii) The Hirer has not made the Vehicle available to the Company or a Company-approved service agent for periodic service and maintenance.

3.6 HARSH OPERATING CONDITIONS

- 3.6.1 The Hirer will ensure that the Vehicle is subjected to additional daily inspections if the Vehicle is being operated in any conditions which include:
 - a) Constant use in dusty, rough, corrosive, or muddy conditions;
 - b) Frequent use in low range drive mode;
 - c) Use in heavy towing;
 - d) Frequent trips of fifteen kilometres (15km) or less;
 - e) Use in sub-zero temperatures; or
 - f) Water immersion to any depth
- 3.6.2 The additional daily inspections will include, at a minimum:
 - a) Visual inspection of mechanical components;
 - b) Inspection, cleaning, and replacement (as required) of any filter elements;

- c) Checking and topping up any fluid levels including engine oil, transmission fluid, power steering fluid, coolant, brake fluid, and windscreen washer fluid; and
- d) Clearing corrosive materials from the body, undercarriage, and engine bay appropriately.

SECTION 4 – LOSS OR DAMAGE LIABILITY

4.1 LIABILITY

- 4.1.1 Except to the extent that the Company caused the loss or damage, the Hirer shall be liable to the Company for any damage to the Vehicle and the full amount of all costs and losses incurred by the Company in connection with or arising from the hire of the Vehicle by the Hirer.
- 4.1.2 The Hirer's liability and responsibility includes, but is not limited to, any breach by the Hirer of any term, condition, warranty, or undertaking contained in the Contract, or any negligence or misconduct of the Hirer or Operator.
- 4.1.3 The Company is not responsible for loss or damage to personal property owned by the Hirer, Operator, or any other party that may be carried, stored, or left in the Vehicle either during or at the conclusion of the Hire Period,
- 4.1.4 The Company is not liable for any indirect economic or consequential loss or damage incurred by the Hirer.
- 4.1.5 The Hirer accepts financial liability for loss or damage arising from the use of the Vehicle, including liability for:
 - a) The Vehicle having been stolen and not recovered;
 - b) Damage to the Vehicle requiring repair or replacement, other than Fair Wear and Tear;
 - c) Loss or damage to third party property;
 - d) Recovery and retrieval fees; and
 - e) Compensating the Company for loss of rental income where the Vehicle is unavailable for hire due to repair or replacement.
- 4.1.6 The Hirer acknowledges that any repairs or modifications to the Vehicle not authorised by the Company shall be conducted or rectified at the expense of the Hirer.

4.2 STOLEN VEHICLE

- 4.2.1 If the Vehicle is stolen, or suspected stolen during the Hire Period, the Hirer shall:
 - a) Report the incident promptly to the Company, the Police, and any other Relevant Authority;
 - b) Obtain full particulars of all relevant persons in relation to the incident; and
 - c) Provide the Company with a copy of the Police Report.
- 4.2.2 The Vehicle will remain on hire until the Company receives a copy of the Police Report and has been given a reasonable opportunity to investigate and review the matter.
- 4.2.3 Where the Vehicle has been stolen and not recovered, the Hirer shall be liable for the market value of the Vehicle including Associated Items at the time of the loss.
- 4.2.4 Where there is financing owed by the Company on the stolen and not recovered Vehicle, the Hirer agrees to pay the Company the greater of the finance payout on the Vehicle and Associated Items or the market value of the replacement Vehicle and Associated Items.

4.3 VEHICLE DAMAGE

- 4.3.1 The Hirer may remedy any damage to the Vehicle or damaged or missing Associated Items prior to the return of the Vehicle provided the work or replacement item is authorised by the Company.
- 4.3.2 If the Vehicle is damaged or requires any repairs during the Hire Period, the Hirer shall:
 - a) Advise the Company as soon as practicable of the circumstances;

- b) At the direction of the Company, transport the Vehicle to a Company authorised assessor or repairer; and
- c) Comply with directions from the Company in relation to any damages, repairs, or other rectification work to the Vehicle.

4.4 ACCIDENT OR INCIDENT

- 4.4.1 If the Vehicle is involved in any incident involving loss or damage to the Vehicle, damage to any other property, or injury to any person during the hire term, the Hirer shall:
- a) Report the incident promptly to the Company, the Police, and any other Relevant Authority;
 - b) At the direction of the Company, have the Vehicle transported to and inspected by a Company authorised assessor or repairer;
 - c) Comply with directions from the Company relating to damages, repairs, or other rectification work;
 - d) Give to the Company immediately every summons, complaint, demand or notice related to loss or damage;
 - e) Compel the Operator to submit to any tests required by the Police or other Relevant Authority to determine the blood concentration of alcohol or other drugs;
 - f) Obtain full particulars of all relevant persons before leaving the scene of the incident; and
 - g) When the Contract includes Damage Liability Limitation, authorise the Company to bring, defend, or settle legal proceedings, and have sole conduct of any such proceedings.

4.5 UNREPAIRABLE VEHICLE (WRITE-OFF)

- 4.5.1 A Vehicle or Associated Item will be considered unrepairable if a Company authorised service agent or repairer determines that repair of the Vehicle or Associated Item is not possible, practical, or financially viable.
- 4.5.2 The Hirer is liable for the full amount of the loss, cost, and damage for an unrepairable Vehicle or Associated Item including the market value of a replacement Vehicle or Associated Item plus a Processing Fee.
- 4.5.3 Where there is financing owed by the Company on the unrepairable Vehicle, the Hirer agrees to pay the Company the greater of the finance payout on the Vehicle and Associated Items or the market value of the replacement Vehicle and Associated Items.

SECTION 5 – LIABILITY LIMITATION OR REDUCTION

5.1 OPTIONS

- 5.1.1 The Hirer acknowledges that the Company does not offer insurance products nor insurance advice, and that the Hirer remains fully responsible for assessing its exposure to risk and maintaining its own insurances with respect to the Vehicle.
- 5.1.2 To reduce the Hirer's liability to the Company for loss or damage to the Vehicle or liability resulting from the Hirer's use of the Vehicle, the Hirer may either:
- a) Use the Hirer's choice of insurer (Hirer-Provided Insurance) at their own cost;
 - b) Engage the Company to provide Damage Liability Limitation with or without additional Damage Liability Reduction;
 - c) Request to self-insure a Vehicle (Hirer Self-Insurance) at their own liability and cost; or
 - d) Some combination of the above as agreed to by the Company.
- 5.1.3 Unless the Hirer has engaged the Company to provide Damage Liability Limitation or requests Hirer Self-Insurance, the Hirer will be deemed to be using Hirer-Provided Insurance.
- 5.1.4 Approval for Hirer-Provided Insurance or Hirer Self-Insurance is at the sole discretion of the Company.
- 5.1.5 If the Company believes it necessary to address risk, the Company reserves the right not to hire a Vehicle without a Hirer engaging the Company to provide Damage Liability Limitation either with or without the Damage Liability Reduction.

5.2 COMPANY-PROVIDED LIABILITY LIMITATION

- 5.2.1 The Company offers Damage Liability Limitation as an additional service which can reduce the total amount of the Hirer's financial liability to the Company for loss or damage to the Vehicle.
- 5.2.2 The Hirer's total amount of financial liability for loss or damage to the Vehicle can be limited to the Damage Liability Amount defined in Schedule 2 – Inclusions And Allowances in respect to each incident, subject to:
- a) The exclusions and limits in Clause 5.5 Damage Liability Limitation Conditions, and
 - b) The Hirer having elected to engage the Company to provide the Damage Liability Limitation.
- 5.2.3 The Company also offers Damage Liability Limitation with an additional Damage Liability Reduction which can further reduce the total amount of financial liability for loss or damage to the Vehicle for a Hirer.
- 5.2.4 The Hirer's total amount of financial liability for loss or damage to the Vehicle can be further limited to the Reduced Damage Liability Amount defined in Schedule 2 – Inclusions And Allowances in respect to each incident, subject to:
- a) The Operator being at least twenty-five (25) years old;
 - b) The exclusions and limits in Clause 5.5 Damage Liability Limitation Conditions; and
 - c) The Hirer having elected to engage the Company to provide Damage Liability Limitation with the additional Damage Liability Reduction.

5.3 HIRER-PROVIDED INSURANCE

- 5.3.1 Unless the Hirer has engaged the Company to provide Damage Liability Limitation or requests Hirer Self-Insurance, the Hirer must provide a valid Certificate of Currency that names the Company as a third-party beneficiary on the policy for the full market value of the Vehicle and third-party insurance of not less than twenty million dollars (\$20,000,000).
- 5.3.2 If the Company accepts the Certificate of Currency for Hirer-Provided Insurance, the Hirer shall provide the Company with a complete copy of the policy prior to the Hire Start Date.
- 5.3.3 For the duration of the Hire Period and no less than one (1) month beyond the Hire End Date, the Hirer at no cost to the Company shall:
- a) Insure and keep insured the Vehicle for an amount equal to the full market value of the Vehicle;
 - b) Record the Company on the policy as a third-party beneficiary;
 - c) Keep and maintain a third-party insurance policy with a monetary value of not less than twenty million dollars (\$20,000,000).

- 5.3.4 The Hirer acknowledges that if the Company accepts the Hirer-Provided Insurance, any financial liability for loss or damage will not be limited by the Company and therefore payable by the Hirer in full.

5.4 HIRER SELF-INSURANCE

- 5.4.1 If requesting Hirer Self-Insurance, the Hirer shall provide suitable documentation to evidence that the Hirer can and will indemnify the Company for any damage, liability, or loss in relation to the Contract for the duration of the Hire Period, and for a further period no less than one (1) month beyond the Hire End Date.
- 5.4.2 As part of the request for Hirer Self-Insurance, the Hirer must provide the Company with a valid Certificate of Currency for a third-party insurance policy with a monetary value of not less than twenty million dollars (\$20,000,000).
- 5.4.3 If the Company approves the Hirer Self-Insurance, the Hirer will provide the Company with a complete copy of the insurance policy prior to the Hire Start Date.

- 5.4.4 The Hirer shall maintain this insurance throughout the Hire Period and for one (1) month beyond the Hire End Date.
- 5.4.5 The Hirer acknowledges that if the Company approves the request for Hirer Self-Insurance, any financial liability for loss or damage will not be limited by the Company and therefore payable by the Hirer in full.

5.5 DAMAGE LIABILITY LIMITATION CONDITIONS

- 5.5.1 While the Company offers Damage Liability Limitation and Damage Liability Reduction as options to the Hirer, the Company specifically notifies the Hirer that neither are insurance policies.
- 5.5.2 The Company notifies the Hirer that purchasing the Damage Liability Limitation either with or without the Damage Liability Reduction:
 - a) Reduces the Hirer's liability to the Company for any loss or damage to the Vehicle resulting from the Hirer's use;
 - b) Does not mitigate any liability for the Hirer regarding loss or damage to any third party resulting from, or contributed to by the Hirer's use of the Vehicle; and
 - c) Does not mitigate any liability for the Hirer regarding personal injury to, or death of any third party resulting from, or contributed to by the Hirer's use of the Vehicle
- 5.5.3 Under the Company provided Damage Liability Limitation, any limitation of the Hirer's financial liability for loss or damage is subject to following conditions:
 - a) The Hirer complying with Section 4 – Loss or Damage Liability and supplying such information and assistance as may be requested by the Company in any investigation phase including but not limited to the provision of relevant investigative reports and Vehicle Monitoring System data as may be applicable;
 - b) The Hirer having engaged the Company at the commencement of the Hire Period to provide the Damage Liability Limitation;
 - c) The Hirer not having breached any of Clause 2.4 Authorised Operators, Clause 2.5 Usage Restrictions, or Clause 2.7 Security And Keys in these Terms and Conditions which contributes to, or causes liability for loss or damage; and
 - d) Exclusions specified in Clause 5.6 Exclusions To Damage Liability Limitation.

5.6 EXCLUSIONS TO DAMAGE LIABILITY LIMITATION

- 5.6.1 The Hirer's financial liability for loss or damage will not be limited by the Company and therefore payable by the Hirer in full in the following circumstances:
 - a) Where the Vehicle is left unlocked, unsecured, or the Hirer has not kept keys secure;
 - b) If the Vehicle is subjected to off-road usage, including being driven, used, or stationary in any area within an open pit mine or anywhere other than sealed roads or roads that are:
 - (i) Gazetted by a government authority for unrestricted public use;
 - (ii) Graded and regularly maintained; or
 - (iii) Maintained and regulated by a mining or construction company;
 - c) In the event of dangerous driving causing damage, which includes using the Vehicle in a dangerous, reckless, or careless manner contrary to prevailing road conditions and speed limits;
 - d) In relation to corrosion damage - irrespective of any cleaning or preventive maintenance methods or processes implemented by the Hirer;
 - e) In relation to preventable loss or damage caused by lack of attention, failure to follow preventative and maintenance measures, Vehicle misuse, carelessness, or neglect;
 - f) In the event of water damage;

- g) Where additional cleaning, deodorising, or detailing beyond the Included Detailing is required to address any soiling, stains, marks, or unpleasant aromas in the interior of the Vehicle and any bitumen, mud, dirt, soiling, or staining to the exterior, cargo area, or undercarriage of the Vehicle.
- h) In the event of damage not attributable to Fair Wear and Tear, including:
 - (i) Punctures, cuts, abrasions, stakes or other tyre and wheel damage;
 - (ii) Chips, cracks, stars, or other windscreen damage;
 - (iii) Overhead damage, commonly arising from driving the Vehicle into any object of the same height as the Vehicle, or the use of accessories like roof racks;
 - (iv) Cargo area damage, commonly caused by loading, unloading, or failing to properly secure a load;
 - (v) Undercarriage damage, commonly arising from contact with any object, obstruction, or road surface;
- i) In relation to unreported damage, including damage which cannot be attributed to a specific reported incident; and
- j) In relation to any missing or damaged Associated Items supplied with the Vehicle by the vehicle manufacturer or supplied with the Vehicle by the Company.

- 5.6.2 The Hirer's financial liability will payable in full in respect to legal costs or expenses, on a full indemnity basis, and interest as a result of the Hirer's failure to deliver immediately every summons, complaint, demand or notice relating to loss or damage.

SECTION 6 – CHARGES AND FEES

6.1 HIRE CHARGES

- 6.1.1 Unless waived or adjusted in writing by the Company, the Hirer agrees to pay all hire and other charges until such time as the Vehicle is returned to, collected, or recovered by the Company
- 6.1.2 The hire charges are at the rates set out in the Contract or set out in Schedule 3 – Fees And Charges, including such charges as:
 - a) A Daily Hire Rate for each consecutive twenty-four (24) hour period commencing on the Hire Start Date;
 - b) Daily charges for Damage Liability Limitation if the Hirer engages the Company to provide that service;
 - c) Daily charges for the Damage Liability Reduction if the Hirer engages the Company to provide that additional service;
 - d) Daily charges for Company-Managed Maintenance if the Hirer engages the Company to provide that service;
- 6.1.3 Other charges are at the rates set out in the Contract or set out in Schedule 3 – Fees And Charges, including such charges as:
 - a) A charge equal to the Daily Hire Rate if the Vehicle is returned on the Hire End Date but after the return time;
 - b) An Excess Kilometre Charge for each kilometre travelled in excess of the Daily Kilometre Allowance;
 - c) Any relocation, delivery, collection, mobilisation, or demobilisation costs set out in the Contract;
 - d) Any third-party charges and/or the Company's normal trade charges for the procurement and fitment of any additional Associated Items, custom signage, or specialised equipment requested by the Hirer;
 - e) Any other fitment, alteration, or addition made to a Vehicle or Associated Item at the Hirer's request.
 - f) Repair or rectification charges to meet the Hirer's total financial liability for loss or damage to the Vehicle; and
 - g) Goods and services tax (GST).

6.2 FEES

- 6.2.1 Unless waived or adjusted in writing by the Company, the Hirer agrees to pay all fees on demand by the Company.
- 6.2.2 The fees are at the rates set in Schedule 3 – Fees And Charges, and include:
- A Short Notice Fee if a Hirer does not to secure agreement in writing from the Company at least one Minimum Notice Period prior for any:
 - Changes to the Hire Start Date or Hire End Date;
 - Changes to the Vehicle collection or return arrangements; or
 - Changes to any other details within the Contract.
 - A Short Notice Fee if a Hirer cancels the Contract less than one Minimum Notice Period prior to the Hire Start Date.
 - An Early Return Fee if less than less than one Minimum Notice Period is provided for the return of the Vehicle prior to the Hire End Date;
 - All road tolls at cost plus a Processing Fee;
 - All fines, infringements, penalties, court fees, impoundment charges, and similar charges at cost, plus a Processing Fee;
 - The cost of refuelling the Vehicle to a level equal to that recorded at the Hire Start Date plus a Refuelling Fee;
 - The cost to the Company of recovering the Vehicle in any circumstances described in Clause 2.5 Usage Restrictions or Clause 2.11 Recovery Of Vehicle plus a Processing Fee;
 - Replacement or repair of any Associated Items at cost plus a Processing Fee;
 - The cost for servicing a Vehicle that is Overdue for Service where the Hirer's obligations in Clause 3.5 Overdue For Service have not been met, plus a Processing Fee; and
 - The cost for maintaining a Vehicle that has exceeded the Daily Kilometre Allowance where the Hirer's obligations in Clause 3.4 Additional Maintenance Requirements have not been met, plus a Processing Fee.

6.3 REPAIR OR RECTIFICATION CHARGES

- 6.3.1 Should the Hirer elect not to remedy any damage to the Vehicle, or remedy any damaged or missing Associated Items prior to the return of the Vehicle, the Hirer shall be liable for repair or rectification charges calculated as:
- The quoted price to the Company plus a Processing Fee where the rectification is assigned to a third-party provider;
 - The Company's normal trade prices for components and time plus a Processing Fee where the rectification is assigned to the Company; or
 - For any Vehicle and Associated Items that are assessed as Unrepairable, the greater of:
 - The total amount of any finance payout on the Vehicle and Associated Items; or
 - The market value of the replacement Vehicle and Associated Items.
- 6.3.2 Where the damage renders the Vehicle unsuitable for hire, the Company may place the Vehicle back on hire with the Hirer, under the Contract until the Vehicle has been returned to the condition defined in Clause 2.3 Vehicle Condition On Collection
- 6.3.3 When applicable, the Company shall provide the Hirer with a notice itemising the liability for loss or damage and an estimate of the charge (if available), then:
- The Hirer has three (3) business days to request an inspection of the Vehicle at the Company's premises;
 - If the Company does not receive a request for an inspection, the estimate of charges provided to the Hirer shall be deemed to have been accepted;

- If a request is received by the Company, the Hirer shall have up to five (5) business days, or any other time agreed to by the Company in writing, to inspect the Vehicle at the Company's premises, or at any other location agreed to by the Company.
- 6.3.4 If a request has been received by the Company, but repair work cannot proceed because the inspection has not occurred within the allocated time, then the Company may place the Vehicle back on hire with the Hirer under the Contract until the Vehicle has been inspected by the Hirer.
- 6.3.5 The Company reserves the right to decide if, and when it will proceed with any repair work.

6.4 PAYMENT OF CHARGES AND FEES

- 6.4.1 After the Company has given the Hirer reasonable notice of its charges, fees, and damages under the Contract the Company is authorised by the Hirer to charge the Hirer's account, credit card, or debit card to pay such charges, fees, and damages.
- 6.4.2 Where the Hire Period is less than one (1) month the Company will require the Hirer will pay all charges, fees, and damages under the Contract prior to, or immediately on return of the Vehicle.
- 6.4.3 Where the Hire Period is more than one (1) month the Company will require the Hirer to pay charges, fees, and damages under the Contract on a periodic basis, with payment made in line with the terms agreed to in the Tru Fleet Credit Application, or within fourteen (14) days of the end of each month if not otherwise specified.
- 6.4.4 If the Hirer fails to make full payment of any charge due to the Company, the Hirer agrees to pay the Company:
- Interest on all outstanding charges at the Overdue Payment Rate, with payments received being credited firstly against any accrued but unpaid interest; and
 - The Company's costs of recovering or attempting to recover outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis.
- 6.4.5 The Hirer accepts that the Company shall be entitled to list payment defaults with the Credit Reference Association of Australia or any other relevant credit reference organisation.

SECTION 7 – PERSONAL PROPERTIES SECURITIES ACT**7.1 SECURITY INTEREST**

- 7.1.1 The Hirer agrees that the Company's interest in the Vehicle arising under these Terms and Conditions and the Contract may be registered under the Personal Property Securities Act 2009 (PPSA) as a Security Interest and the Hirer will not object to such registration.
- 7.1.2 The Hirer will, at the reasonable request of the Company, do all things necessary to assist the Company in the Company's registration, perfection, and enforcement of its Security Interest in the Vehicle as a first priority Security Interest, and waives its right to receive notice of any verification statement in respect of any registration on the register created pursuant to the PPSA to record a Security Interest.
- 7.1.3 The Hirer agrees to take all steps necessary to ensure that the Vehicle does not become subject to any other Security Interest by any other third party, including without limitation the Hirer, by virtue of the Hirer's possession of the Vehicle.
- 7.1.4 Subject to the Hirer complying with all obligations under these Terms and Conditions and the Contract, including the return of the Vehicle, the Company shall, within thirty (30) days of expiry of the Company's Security Interest, discharge its Security Interest .
- 7.1.5 The Company and the Hirer agree not to disclose any information of the kind described in section 275(1) of the PPSA, including:
- A copy any part of the Contract; or
 - The amount or the obligation secured by any Security Interest created by the Contract, and the terms of such payment or performance; or

- c) Any list of property in relation to which any Security Interest created by the Contract is granted,
- d) Except that it is not a breach for either party to disclose such information:
 - (i) To its officers, employees, legal and other advisers, and auditors; or
 - (ii) With the consent of the non-disclosing party; or
 - (iii) If the disclosure is necessary to comply with any applicable law (other than section 275(1) of the PPSA), or an order of a court or tribunal, and the other party is given prior notice of the disclosure.

SCHEDULE 1 – DEFINITIONS

ASSOCIATED ITEMS

Any tools, tyres, accessories, equipment, spare parts, keys, or other related items associated with or accompanying the Vehicle, provided by the vehicle manufacturer or the Company.

COMPANY

Tru Fleet Pty Ltd (ABN 29 657 631 644) trading as Tru Fleet.

COMPANY-MANAGED MAINTENANCE

When the Company is responsible for the scheduled service and maintenance of the Vehicle during the Hire Period.

CONTRACT

The Tru Fleet Contract is collectively formed by the Tru Fleet Terms and Conditions; Tru Fleet Vehicle Condition Reports; Tru Fleet Hire Estimate/Quotation (as applicable); and Tru Fleet Credit Application Form.

DAILY HIRE RATE

The hire rate for every twenty-four (24) hour period (or part thereof) from the Hire Start Date, up to and including the Hire End Date.

DAMAGE LIABILITY AMOUNT

The total amount of financial liability for loss or damage to the Vehicle for a Hirer, as defined in Schedule 2 – Inclusions And Allowances if the Hirer engage the Company to provide Damage Liability Limitation

DAMAGE LIABILITY LIMITATION

A service offered by the Company which can reduce the Hirers total financial liability for loss or damage to the Vehicle.

DAMAGE LIABILITY REDUCTION

A service in addition to the Damage Liability Limitation service offered by the Company which can further reduce the total financial liability for loss or damage to the Vehicle.

DISQUALIFIED

A person cannot be authorised as an Operator if, in the Disqualifying Period they have been refused motor vehicle insurance or had a drivers' licence cancelled or suspended.

EARLY RETURN FEE

A fee applied if a Hirer provides less than one Minimum Notice Period prior to returning the Vehicle before the Hire End Date.

EXCESS KILOMETRE CHARGE

A charge for each kilometre a Vehicle travels beyond the Daily Kilometre Allowance for the Vehicle.

FAIR WEAR AND TEAR

The degree of deterioration judged to be reasonable when assessing the overall condition of the Vehicle, considering the intended normal use, mileage, and age of the Vehicle.

GUIDES

Guides are intended to either provide general information to the Hirer in relation to a topic within these Terms and Conditions, or to provide a generalised summary of a process described within the Contract.

HIRE END DATE

The date the Hirer has agreed to return the Vehicle to the Company.

HIRE PERIOD

The period the Vehicle is on hire to the Hirer, commencing on the Hire Start Date, and ending on the Hire End Date.

HIRE START DATE

The date the Hirer has agreed to collect the Vehicle from the Company.

HIRER

The party (other than the Company) that is named in the Contract.

HIRER SELF-INSURANCE

Where the Hirer, with the written permission of the Company, provides acceptable documentation to evidence financial capacity and commitment to indemnify the Company for any damage, liability, or loss in relation to the Contract.

HIRER-MANAGED MAINTENANCE

Where the Hirer is responsible for the scheduled service and maintenance of the Vehicle during the Hire Period.

HIRER-PROVIDED INSURANCE

Where the Hirer engages with a third-party to provide coverage to insure the Vehicle and indemnify the Company for any damage, liability, or loss in relation to the Contract.

INCLUDED DETAILING

The cleaning and detailing time allowed for in the Daily Hire Rate of each Vehicle to allow the Company to return each Vehicle to a pre-hire condition after the conclusion of the Hire Period.

KEYS

Keys, fobs, or other devices that permit access to, or operation of a Vehicle, including items that allow access to a storage, or cargo area of the Vehicle, or items that allow the removal of any fitted or attached item from the Vehicle.

LIGHT VEHICLE

A motor vehicle within the Government of Western Australia Department of Transport limitations for operation on an Australian C class licence, such as vehicles:

- Having a gross vehicle mass (GVM) not greater than 4,500 kg; or
- Being constructed or equipped to seat no more than twelve (12) adults (including the driver).

MINIMUM AGE

The minimum age for a person to be a Hirer or an Operator.

MINIMUM NOTICE PERIOD

The minimum time before which a Hirer must secure agreement in writing from the Company for changes to the Hire Start Date, Hire End Date, Vehicle collection or return arrangements, or changes to any other agreed details within the Contract.

OPERATOR

A a person properly authorised by the Hirer, over the Minimum Age; with a current unrestricted licence for the Vehicle, who:

- Does not exceed the maximum lawful limit for breath or blood alcohol concentration;
- Is not intoxicated, or under the influence of any drug, toxic substance, or illegal substance;
- Is not Disqualified, and
- Has not provided false information in relation to being an Operator.

OVERDUE FOR SERVICE

A Vehicle with an odometer that indicates that a maintenance point has been exceeded by the Overdue Service Interval or more without the maintenance having been completed appropriately.

OVERDUE PAYMENT RATE

A fee equivalent to a percentage rate of two percent (2%) per month applied as interest to all overdue fees and charges.

OVERDUE SERVICE INTERVAL

The allowable margin (in kilometres) after a maintenance point before a Vehicle is considered Overdue for Service.

PROCESSING FEE

A variable fee levied to compensate the Company for processing or rectifying a matter attributable to the Hirer's use of the Vehicle or Associated Items, replacing, or repairing the Vehicle or Associated Items, or locating, transporting, or taking possession of a Vehicle

REDUCED DAMAGE LIABILITY AMOUNT

If the Hirer elects to engage the Company to provide Damage Liability Reduction, the Company may further reduce the total amount of financial liability for loss or damage to the Vehicle for a Hirer to the Reduced Damage Liability Amount defined in Schedule 3 – Fees And Charges in respect to each incident.

REFUELLING FEE

A fee that is applied in addition to the cost of fuel required to restore the Vehicle fuel level to at least equal to the level recorded at the Hire Start Date.

RELEVANT AUTHORITY

The term Relevant Authority includes a police force, a government or other statutory authority, and where a quasi-government or private organisation is responsible for managing an area, issuing permits, tickets, or fines (e.g., to use private roads) then that organisation.

SHORT NOTICE FEE

A fee that is applied if a Hirer does not to secure agreement in writing from the Company at least one Minimum Notice Period prior for any:

- Changes to the Hire Start Date or Hire End Date;
- Changes to Vehicle collection or return arrangements; or
- Changes to any other agreed details within the Contract.

TRUCK OR BUS

A motor vehicle that exceeds the Government of Western Australia Department of Transport limitations for operation on an Australian C class licence, such as vehicles:

- Having a gross vehicle mass (GVM) exceeding 4,500 kg; or
- Being constructed or equipped to seat more than twelve (12) adults (including the driver).

VEHICLE

The vehicle or vehicles described in the Contract, including the Associated Items supplied by the vehicle manufacturer and the Associated Items supplied by the Company.

VEHICLE MONITORING SYSTEM

A GPS tracking system, vehicle telemetry reporting system, or any type of asset location tracking and usage data capture and reporting system

SCHEDULE 2 – INCLUSIONS AND ALLOWANCES**DAILY KILOMETRE ALLOWANCE**

One hundred kilometres (100km) per Vehicle per day unless defined otherwise in the Contract.

DAMAGE LIABILITY AMOUNT

- \$6,500 for any Operator twenty-five (25) years or younger, or
- \$4,500 for any Operator older than twenty-five (25) years of age.

DISQUALIFYING PERIOD

No refusal of motor vehicle insurance, or cancellation or suspension of a drivers' licence in the last three (3) years.

INCLUDED DETAILING

Two (2) hours cleaning and detailing time per Vehicle to return the Vehicle to a suitable condition for hire.

MINIMUM AGE

At least twenty-one (21) years of age to be an Operator or Hirer.

MINIMUM NOTICE PERIOD

A request from the Hirer for Contract changes must be made, and written agreement from the Company received no less than forty-eight (48) hours prior to the implementation of the proposed change.

OVERDUE SERVICE INTERVAL

A one-thousand five-hundred kilometre (1,500km) allowable margin beyond any scheduled service or maintenance point

SCHEDULE 3 – FEES AND CHARGES**COMPANY-MANAGED MAINTENANCE CHARGE**

The charge for the provision of Company-Managed Maintenance for every consecutive twenty-four (24) hour period (or part thereof) during the Hire Period as quoted in the Contract.

DAILY HIRE RATE

The charge for the hire of the Vehicle for or every consecutive twenty-four (24) hour period (or part thereof) during the Hire Period as quoted in the Contract.

DAMAGE LIABILITY LIMITATION CHARGE

The charge for the provision of Damage Liability Limitation for every consecutive twenty-four (24) hour period (or part thereof) during the Hire Period as quoted in the Contract.

DAMAGE LIABILITY REDUCTION CHARGE

An additional charge per Vehicle, per day for a Reduced Damage Liability Amount of the indicated amount:

- Twenty dollars (\$20) for a Reduced Damage Liability Amount of one-thousand five-hundred dollars (\$1,500); or
- Thirty dollars (\$30) for a Reduced Damage Liability Amount of five-hundred dollars (\$500).

EARLY RETURN FEE:

The lesser of either:

- The Daily Hire Rate multiplied by thirty (30), or
- The Daily Hire Rate multiplied by the remaining twenty-four (24) hour periods (or part thereof) in the Hire Period.

EXCESS KILOMETRE CHARGE

Twenty-five cents (\$0.25) for each kilometre a Light Vehicle travels beyond the Daily Kilometre Allowance; or

Forty cents (\$0.40) for each kilometre a Truck or Bus travels beyond the Daily Kilometre Allowance.

EXTRA DETAILING FEE

One hundred dollars (\$100) per hour for all additional cleaning beyond Included Detailing

PROCESSING FEE

A variable fee equivalent to one hundred percent (100%) of any:

- Toll, fine, infringement, penalty, Court fee, or Impoundment charge, or a similar charge processed by the Company.
- Costs incurred in taking possession of a Vehicle; and
- Costs incurred in the replacement or repair of Associated Items; or incurred in undertaking damage rectification work.

REFUELLING FEE

In addition to the cost of fuel, the Refuelling Fee will be calculated as the greater of either:

- Fifty dollars (\$50); or
- Equal to one hundred percent (100%) of the cost of fuel.

SHORT NOTICE FEE

Daily Hire Rate x seven (7)

Thank You



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