



VEHICLE HIRE AGREEMENT

FORTKN OpCo Pty Ltd ABN 98 650 693 968

Rental Agreement No

Date

In Accordance with the T&C set out for use only in conjunction with the Standard Self Storage Agreement described in Part B below provided by the Facility Owner

A. STORER/HIRER/YOU

IF STORER IS A COMPANY

AND (WHERE A COMPANY OR IF THE STORER NOMINATES AN AUTHORISED DRIVER)

B. STORAGE FACILITY

STORAGE UNIT

STORAGE AGREEMENT

C. VEHICLE DETAILS

REGO

KLMS OUT

KLMS IN

FUEL TYPE **DIESEL**

WARNING: ONLY FUEL TYPE USED

FUEL OUT 1/4 1/2 3/4 FULL

FUEL IN 1/4 1/2 3/4 FULL

D. RENTAL DETAILS (THE RENTAL PERIOD)

Vehicle hire periods:

Vehicles are subject to availability and must be booked prior to pick up. Vehicle hire periods are Monday to Friday from 9:00 AM to 4:30 PM and Saturday from 9:00 AM to 1.30 PM (the "Hire Hours"). The Vehicle must be collected no later than 10:00 AM and returned empty of all contents to Fort Knox Self Storage on the same day by the stated Return Time (Due) (the time from collection of Vehicle to the actual return time, the "Rental Period"), save where prior agreed in writing by the Facility Owner, provided that in no event shall the Rental Period extend past the end of the hours stipulated for Late Hours Return as stipulated by the Facility Owner from time to time. The Facility Owner allows a 15-minute grace period for the return of the Vehicle. Failure to return the Vehicle within this time will result in an additional full hourly charge for every hour or part thereof it is overdue and may also lead to the forfeiture of your \$1,000 deposit/pre-auth, subject to the terms and conditions of this Agreement.

Vehicle pick-ups after 10:00 AM will incur an hourly fee and are subject to approval at the owner's discretion, and in the event the storer is a First Time User of the service, the First Time Offer will not be available for such Late Pick-Up.

If an extension is needed, the hirer must request it by phone or email and confirm in writing before the expiry of the hire period. Approval is at the owner's discretion, and any additional hire fees shall be deducted from the Pre-Auth Deposit in accordance with the terms and conditions of this Agreement. These charges will be applied and charged to the Debit Card or credit card noted in **Part I**. In addition to the above, should such extension result in the Vehicle needing to be returned beyond the Hire Hours (such return, a "Late Hours Return"), (a) the hirer must confirm with the Facility Owner the location where the Vehicle is to be parked and the secure location for the keys to the Vehicle placed after the Vehicle is locked. In no circumstance should keys be returned to a person instead of the indicated secure location, even if such person appears to be Facility Owner staff; and (b) time-stamped photographs of the Vehicle location and condition must be taken and provided to the Facility Owner in such manner as the Facility Owner shall stipulate.

If the Vehicle is retained overnight, a fee equivalent to the Daily Rate shall apply per day until it is returned, together with an Unauthorised Late Return Fee.

DATE OUT	<input type="text" value="Date Out"/>	DATE IN	<input type="text" value="Date In"/>
TIME OUT	<input "="" type="radio" value="AM <input checked="/> PM <input checked="" type="radio"/>	RETURN TIME (DUE)	<input "="" type="radio" value="AM <input checked="/> PM <input checked="" type="radio"/>
		TIME IN (ACTUAL)	<input "="" type="radio" value="AM <input checked="/> PM <input checked="" type="radio"/>

E. RATES AND FEES

Bond/Deposit (Card authorisation)	Fixed @ \$1,000
Possible additional charges:	
Cleaning Fee— If Vehicle returned requiring cleaning	Fixed @ \$100
Daily Rate— If Vehicle NOT returned within specified time	\$575 per day
Diesel Rate—if Vehicle returned not fully refueled	\$100 admin fee + fuel at cost
Damage Excess	As specified in Part F.
Administration Fee – for handling tolls & infringement notices	Fixed @ \$20 per notice + An additional \$20 if not paid on time.
Unlimited Daily Toll Package	Fixed @ \$20
Recover fee – If Facility Owner has to recover the Vehicle	up to \$2,000
Hourly Charge	\$50 per hour
	First 4 hours are complimentary for First Time Users to transport items to the Storage Unit (the "First Time Offer").
Unauthorised Late Return Fee	\$250

As part of your rental and at the time of collection of the Vehicle, the Facility Owner will require a Holding Deposit to process your rental. A pre-authorisation will be made on your Debit Card or credit card with the funds being held by your financial institution. The maximum amount held will be \$1,000. Upon safe return of the Vehicle to Fort Knox Self Storage within the specified times, The Facility Owner will cancel the pre-authorisation. Please note the release of these funds is the responsibility of your financial institution and times can vary.

Privacy Collection Notice – FORTKN OpCo Pty Ltd ABN 98 650 693 968

The Facility Owner collects, uses and discloses your personal information to provide and manage vehicle rental services, verify identity, process payments, administer bookings, and comply with legal obligations. Information collected may include your name, contact and licence details, payment information, driving history and vehicle usage data.

Your information may be shared with other members of the Fort Knox Group, service providers, insurers, law enforcement, and overseas recipients (including, without limitation, Singapore and other countries where our systems are hosted).

For more details about how we handle your personal information, including (without limitation) how to access or correct it, or to opt out of marketing communications, please read our full privacy policy (accessible at <https://fortknoxselfstorage.com.au/wp-content/uploads/2026/03/Privacy-Policy-2026.pdf> or contact our Privacy Officer at support@fkss.com.au)

The agreement to hire the Vehicle consists of this Agreement, the Facility Owner’s Privacy Policy and the Vehicle Condition Report.



**Signature of Storer OR;
Signature of Storer (if a company) by its authorised
Director/Officer**

F. WARNING, DAMAGE EXCESS AND OPTIONAL DAMAGE COVER PRODUCT

1. This Vehicle is not to be taken outside a radius of 50 km from the Storage Facility noted above unless authorised as extra travel in writing, which may incur additional cost.
2. Standard payment for Damage Excess is \$1,000 per claim. However, if you pay the optional Damage Waiver, you may elect to reduce the Damage Excess to \$250 or Nil.

DAMAGE EXCESS AND OPTIONAL DAMAGE COVER PRODUCT — Non waivable single Vehicle liability fee — If there is Damage, theft of the Vehicle or Third Party Loss, for each separate claim, you must pay up to the Damage Excess, which is \$1,000 and, unless clause 5 of the Terms and Conditions provides otherwise, you will be liable for \$1,000 payment immediately. However, You can choose to reduce the Damage Excess by paying an optional Damage Waiver Fee of \$25 to reduce the Damage Excess to \$250 or a Damage Waiver Fee of \$50 to reduce the Damage Excess to Nil, subject at all times to clauses 5 and 6 of the Terms and Conditions. Damage Cover shall be excluded in certain circumstances as set out in clause 6 of the Terms and Conditions.

Option 1 - \$0 Damage Excess – Pay **\$50** non-refundable Damage Waiver Fee when renting the Vehicle and reduce the Damage excess to Nil.

Option 2 - \$250 Damage Excess – Pay **\$25** non-refundable Damage Waiver Fee when renting the Vehicle and reduce the Damage Excess to \$250 per claim. This may be charged immediately in the event of there is Damage, theft of the Vehicle or Third Party Loss.

Option 3 - \$1,000 Damage Excess – Standard. If you **choose not to pay** a Damage Waiver Fee when renting the Vehicle, the Damage Excess will be \$1,000. This may be charged immediately in the event of there is Damage, theft of the Vehicle or Third Party Loss.

I have selected \$50 \$25 \$0 Damage Waiver Fee and understand the minimum payment for Damage / Loss of use accordingly,

ACKNOWLEDGED: _____ (Initials please)

TOTAL COST OF RENTAL

All charges subject to final audit _____ (incl GST of \$ _____)

Payment Details:

Amount Paid by Debit Card/Credit Card /Cash _____ \$

Balance Due _____ \$

* An hourly charge may apply in addition to the above fees

G. SPECIAL CONDITIONS

1. The Storer and/or the Authorised Driver (if any) acknowledges and confirms that the Vehicle (including, without limitation, all the Vehicle’s accessories, equipment and tyres) may only be used in conjunction with the standard Self Storage Agreement described in **Part B** for the Self Storage Space described provided by the Facility Owner and not otherwise.
2. The Vehicle may only be used for the transportation of items for storage in the Self Storage Space Number noted in **Part B** but not otherwise.
3. The Storer warrants that all information provided in this Agreement is complete, true and correct and not misleading in any way.
4. The Vehicle must be returned to the Facility Owner on or before the end of the Rental Period stated in **Part D**, unless otherwise agreed in writing by the Facility Owner. In the event of failure to do so, if the Vehicle is returned within the same day, the Hourly Charge will continue to apply for each hour or part thereof that the Vehicle is not returned; if the Vehicle is kept overnight, a reasonable fee comprising of the Daily Rate for each day that the Vehicle is not returned to the Facility Owner, together with a one off Unauthorised Late Return Fee, will be applied and charged to the Debit card or credit card noted in **Part I**.
5. The Storer is liable for all tolls and parking or traffic violations. Any such tolls or fines incurred whilst Vehicle is on rent will also incur an Administration Fee, all of which will be charged to the Debit card or credit card noted in **Part I**, save that the Administration Fee will not apply to tolls if the Unlimited Daily Toll Package has been purchased.
6. Cleaning fees apply to all Vehicles not returned in a clean state. Smoking and animals except approved assistance animals (such as guide dogs, hearing dogs, or other service animals as defined under applicable law) are not permitted in the Vehicle at any time, nor is the Vehicle to be used for the carriage of illicit, dangerous, hazardous and/or perishable goods and/or products.
7. By signing this Agreement, the Storer consents to receiving all notices, accounts and correspondence from the Facility Owner by email to the email address noted above and agrees that no notices, accounts or correspondence is to be sent by conventional mail and the Storer warrants and agrees that it is the Storer’s obligation to update the Facility Owner with the new email address when there is a change to such an address.
8. The Customer shall be eligible to hire a Vehicle only if they lease a storage unit with a minimum size of 4.5 square meters. The Facility Owner reserves the right to refuse Vehicle hire if this condition is not met.

H. KEY FACTS ABOUT YOUR RENTAL

- Capitalised terms in these terms and conditions have the meanings ascribed to them in clause 14 (Definitions and Interpretation).
- Under this Agreement, in certain circumstances, You may be responsible for any loss of the Vehicle (including its accessories), or Damage to the Vehicle (or its accessories) during the rental even if it is not Your fault or You did not cause the loss or Damage.

- If the Vehicle is used in accordance with this Agreement, the maximum amount You must pay for Damage is the Damage Excess (specified at **Part F**) per incident.
- As set out below, you may be liable for more than the Damage Excess even if You have purchased the Damage Cover Product.
- The Damage Cover does not apply to reduce Your liability if loss or Damage in certain circumstances set out in clauses 6.1 to 6.3 (including, without limitation, prohibited or unlawful use of the Vehicle, unauthorised drivers, Serious Breach, or specific excluded damage such as underbody, overhead, water immersion, or tyre damage).
- The Facility Owner is not responsible for any loss or damage to Your or Your passenger's personal possessions in the Vehicle, even in the event of an accident, break-in, or theft of the Vehicle.
- If You purchase excess waiver insurance or similar from a third party (and not from the Facility Owner), You remain liable to Us under this Agreement for any amount that is payable by You in respect of Damage, theft of the Vehicle or Third Party Loss. Depending on the circumstances, that amount may be up to (but may be less than) the level of the Damage Excess. We may require payment from You in accordance with this Agreement regardless of such insurance. Any claim for reimbursement is solely Your responsibility and the Facility Owner has no involvement in that claim.
- A range of fees and charges may apply to your rental (see **Part E (Rates and Fees)**). The amounts may be specified in this Agreement).
- You're not covered for any parking or traffic fines you get while using the Vehicle, private parking fees or road tolls. If We receive any notices about fines or parking charges during your rental, we will give your details (name, address, driver's licence) to the authorities and charge you an administration fee each time (set out in **Part F**).
- You should check the Vehicle for damage before You drive away and record any variations on the Vehicle Condition Report in conjunction with the Facility Owner's personnel. You are invited to take time stamped photographs of the relevant pre-existing Damage.
- You have consumer rights conferred by the Australian Consumer Law. Subject at all times to the Australian Consumer Law, the Facility Owner does not cover You for indirect or consequential loss, economic loss, loss of profits or loss of opportunity.

I. DEBIT / CREDIT CARD PAYMENT

Card Number

Name on Card

CVV

Expiry Date / /

VISA MASTERCARD

Debit / Credit Card Holder's Signature

THE STORER HEREBY ACKNOWLEDGES HAVING READ AND UNDERSTOOD AND DOES ACCEPT THIS AGREEMENT AND THE TERMS AND CONDITIONS ATTACHED ALL OF WHICH COMPRISES NINE PAGES.

VEHICLE HIRE AGREEMENT

TERMS AND CONDITIONS

This is an Agreement between the Storer/Authorised Driver (**You**) and the Facility Owner (**the Facility Owner**), identified in **Part A**, to rent the motor vehicle (**the Vehicle**) described in **Part C** (including, without limitation, all of its accessories, tools, tyres and equipment), which Vehicle may only be used for the transportation of items for storage in the Storage Space described in **Part B** and for no other purpose.

1. Use of Vehicle

Note: A breach of this clause 1 is a Serious Breach of this Agreement. See clause 6.1 and 9 for further details.

1.1 The Vehicle must only be used for the transportation of items for storage in the Storage Space specified in **Part B**.

1.2 Without limiting this, the Vehicle must not be used:

- a. In any area outside the radius of the Storage Facility described in **Part F**;
- b. On any Unsealed Roads unless it is a well-maintained road of no more than 500 metres in length, for the sole purpose of accessing accommodation and Your speed is not more than 40 kilometres per hour or the Facility Owner has otherwise given it prior written consent;
- c. Off Road;
- d. On any road where the police or any government or statutory authority has issued a warning, caution or which has been closed
- e. For any commercial, courier, rideshare or passenger transport purpose;
- f. On any road where the Facility Owner has notified You that the use of the Vehicle is prohibited.
- g. For the carriage of any persons for the hire or the carriage of any hazardous, inflammable, explosive or corrosive materials;
- h. For pushing or towing any Vehicle, trailer, boat or other object, unless the Facility Owner has authorised such use in writing;
- i. For the carriage of any greater loads and/or persons and/or for a purpose for which the Vehicle was designed and constructed;
- j. To convey loads that are incorrectly loaded, unsecured or in excess of manufacturer's weight or height limits.
- k. For the carriage of any animal, except approved assistance animals (such as guide dogs, hearing dogs, or other service animals as defined under applicable law). The Facility Owner must be notified in advance, and supporting documentation may be requested. You will be responsible for any cleaning, damage, or additional costs resulting from the presence of an animal.
- l. In a dangerous manner or in any way in breach of any Law;
- m. In breach of any legislation or regulation controlling vehicular traffic; or
- n. Under or into structures lower than the Vehicle's height, or otherwise contrary to manufacturer specifications for load, height, weight or operation.
- o. On any beach, waterway, snow-affected or flood-prone road, or other unsafe area;
- p. For any testing, trial, racing, or demonstration purpose;
- q. Outside of the Rental Period.

1.3 You must:

- a. take reasonable care to secure the Vehicle when unattended (including, without limitation, locking doors and removing keys);
- b. check oil, water, and fuel levels at appropriate intervals; and
- c. comply with all traffic and safety laws.

2. Drivers

Note: A breach of this clause 2 is a Serious Breach of this Agreement. See clause 6.1 and 9 for further details.

2.1 The Vehicle must not be driven by or be in the control of:

- a. A person who is not identified in **Part A** as the Storer or the Authorised Driver;
- b. A person who is not licensed to drive the class of Vehicle, the subject of this Agreement, or Licensed but is under the age of 25 years (unless approved in writing by the Facility Owner);
- c. A person whose blood alcohol concentration exceeds the lawful limit whilst driving the Vehicle;
- d. A person who is driving the Vehicle whilst under the influence of a drug;
- e. A person who has given or for whom You have given a false name, age, address or driver's licence details;
- f. A person whose driver's licence has been cancelled, endorsed or suspended within the last 5 years, or who has had an insurance policy declined or cancelled;
- g. A person who has held a driver's licence for any class of Vehicle for less than two years;
- h. A person who uses or intends to use the Vehicle for an illegal purpose;
- i. A person who does not hold a valid driver's licence (Australian or recognised international), or is under 25 or over 75 years of age; or
- j. By a person using a mobile phone to make or receive a phone call, perform any audio or as a navigational device, unless the Vehicle is stationary and the body of the phone is secured in a mounting affixed

to the Vehicle and its use does not require manual operation of the phone; or to send a text message, video message, email or similar communication unless the Vehicle is parked.

2.2 You and any Authorised Driver must not damage the Vehicle deliberately, intentionally, maliciously or recklessly or allow anyone else to do so.

2.3 You must present your valid licence for inspection before the Vehicle is released and consent to the Facility Owner verifying its authenticity.

2.4 Learner drivers are not permitted under any circumstances.

3. Vehicle Condition, Inspection and Return

3.1 It is your responsibility to check the overall condition of the Vehicle at pickup and on return. The Facility Owner will provide a summary of any pre-existing damage on the Vehicle Condition Report together with this Agreement.

3.2 You acknowledge the Vehicle is delivered to You in good repair and that it is clean and You undertake to return the Vehicle in the same condition at Your own cost (fair wear and tear excepted, which does not include windscreen or tyre damage) together with the Vehicle's tools, tyres, accessories and equipment on the date and place specified in **Part D** or within the agreed hire period, whichever comes first (or sooner if reasonably demanded by the Facility Owner).

3.3 Vehicles returned in a dirty condition, in the Facility Owner's reasonable opinion, shall be cleaned and You will be charged the Cleaning Fee for the time taken to restore the Vehicle to the condition that Vehicle was in at the commencement of the Rental Period as detailed in the Vehicle Condition Report.

3.4 The Facility Owner may take possession of the Vehicle without prior demand to You and at your expense if there has been a material breach of any terms or conditions of this Agreement or if the Vehicle is illegally parked, used in violation of the law or is apparently abandoned.

3.5 You must not carry out or authorise any repair or alteration to the Vehicle without the Facility Owner's prior written consent.

3.6 If the Vehicle develops a fault, You must immediately stop using it and notify the Facility Owner. Continuing to use a faulty Vehicle may make You liable for further damage.

3.7 You acknowledge that all fully enclosed Vehicles are not guaranteed to be waterproof or dustproof and You are responsible for taking precautions from preventing damage to any goods within the Vehicle.

3.8 You must return the Vehicle and the Equipment to the Facility Owner prior to the expiry of the Rental Period. If You cannot return the Vehicle by the agreed time in **Part D**, You must contact the Facility Owner before that time to request an extension. Approval is at the Facility Owner's discretion. If You fail to return the Vehicle and the Equipment prior to the expiry of the Rental Period (or any agreed extension to the Rental Period) (i) the Facility Owner may immediately report the same to the police and (ii) if the Vehicle is returned within the same day, the Hourly Charge will continue to apply for each hour or part thereof that the Vehicle is not returned; if the Vehicle is kept overnight, a reasonable fee comprising of the Daily Rate for each day that the Vehicle is not returned to the Facility Owner, together with a one off Unauthorised Late Return Fee, may be charged, which fee will be applied and charged to the Debit card or credit card noted in **Part I**.

3.9 You acknowledge that the Facility Owner may install certain devices for the security of the Vehicle (including but not limited to cameras, audio recording devices and/or a GPS locator ("Security Devices"))

3.10 The Facility Owner may use and/or release to third parties any data obtained from Security Devices where reasonably necessary for the Facility Owner to locate the Vehicle and/or assess any damage caused to or by the Vehicle. The Facility Owner shall handle any personal information included with such data in accordance with the *Privacy Act 1988* (Cth) and the Facility Owner's Privacy Policy (available on the Facility Owner's website or upon request).

4. Obligations of the Storer/Authorised Driver

4.1 You and/or the Authorised Driver are jointly and severally liable for compliance with this Agreement.

4.2 You and any Authorised Driver must take all reasonable steps to ensure that the information supplied to the Facility Owner as at the date of this Agreement is accurate, complete and up-to-date and is not false or misleading. In entering into this Agreement with You, the Facility Owner has relied upon the information You and any Authorised Driver have provided to Us and the wilful supply of false or misleading information (including, without limitation, false name, age, address, occupation or driver's licence details) is a Serious Breach of this Agreement.

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4.3 At or before the commencement of the Rental Period, You must provide Your acceptable Debit Card or credit card as security. The Facility Owner may pre-authorise Your total estimated Hire Charges plus the Deposit less any prepaid amounts. By entering into this Agreement, You are responsible for and irrevocably authorise the Facility Owner within a reasonable time after the end of the Rental Period (or such later date the Vehicle is returned to the Facility Owner) to debit the Debit Card or credit card in **Part I** or any other credit card provided (and You will pay the Facility Owner on demand any balance) with the following charges:

- a. The Rental Charges, including, without limitation, as specified in **Part E**.
- b. In respect of the Rental Period, and until such time as the Vehicle is returned to the Facility Owner:
 - i. fines or charges imposed for parking;
 - ii. infringements and fines imposed for speeding, other driving offences and traffic violations;
 - iii. fines or charges imposed for the release of the Vehicle if it has been seized by a regulatory authority;**plus** any administration fee as specified in **Part E**, including, without limitation, where the Facility Owner is required to nominate You or the Authorised Driver as the responsible driver if any toll, fine or infringement is unpaid;
- c. the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
- d. any costs incurred by the Facility Owner including, without limitation, refueling costs and cleaning fees;
- e. for all Overhead Damage;
- f. for all Underbody Damage; and
- g. for any Damage caused by the immersion of the Vehicle in water.

4.4 If you have paid for the hire of the Vehicle by use of a Debit Card or credit card or directed the Facility Owner to bill charges to some other person, corporation, firm or organisation who fails to make payment when called upon by the Facility Owner, You hereby irrevocably accept that You are liable and will immediately pay the full amount due to the Facility Owner on demand.

4.5 The Facility Owner, in addition, may charge You interest at the rate of 9% per annum calculated on a daily basis on all outstanding amounts or charges payable in accordance with this Agreement, such interest to be calculated daily and computed from the end of the Rental Period.

4.6 The Deposit will be retained by Us as a security for the performance of any of Your obligations and liabilities under this Agreement and is fully refundable to You (save any deductions made in accordance with this Agreement) ten (10) business days after the end of the Rental Period provided that:

- a. all amounts due to the Facility Owner under this Agreement have been paid, including, without limitation, toll road charges and refueling costs;
- b. the Vehicle has been returned to the Facility Owner at the date and time set out in the Rental Agreement;
- c. there is no Damage (except for reasonable wear and tear permitted under this Agreement) or Third Party Loss;
- d. there has not been a Serious Breach of this Agreement,
- e. the exterior and interior of the Vehicle are clean; and
- f. the Vehicle has a tank of fuel which is filled to the level set out in **Part C**.

4.7 If at the end of the Rental Period, if You fail to pay any of the amounts in clause 4.3 or 4.6 for which You are liable, the Facility Owner may apply the Deposit against those outstanding amounts.

5. Damage Cover and payment of the Damage Excess

5.1 If there is Damage, theft of the Vehicle or Third Party Loss for each separate claim You must pay up to the Damage Excess shown in the Rental Agreement even if You have travel or rental vehicle excess insurance. Subject to the Damage Cover exclusions in clause 6, Your Damage Excess liability is reduced if You purchase a Damage Cover Product.

5.2 You will not have to pay the Damage Excess as shown in this Agreement for a claim for Damage or Third Party Loss if each of the following conditions are satisfied:

- a. You have fully completed the Facility Owner's Incident Report Form with:
 - i. the name, residential address, contact phone and licence number of any person involved (**Third Party**);
 - ii. the registration numbers of all vehicles involved;
 - iii. an accurate written and diagrammatic description of the Accident and location; and
 - iv. the names of attending police officers and the stations at which they are based; and
- b. You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and We reasonably believe that the insurer is reputable and will pay Us in respect of the Damage; and
- c. acting reasonably, We agree that You were not at fault; and
- d. You are ordinarily an Australian resident; and

- e. You (and the Authorised Driver, if any) hold an Australian driver's licence.
- 5.3 If the Damage Excess is payable under clause 5.1 and:
- a. the Vehicle is damaged in an Accident in which no other vehicle is involved:
 - i. acting reasonably, the Facility Owner may debit Your Debit Card or credit card for the Damage Excess shown in Part F, which may be held by the Facility Owner (acting reasonably) while the damage is assessed;
 - b. the Vehicle is stolen and the Facility Owner reasonably believes the Vehicle will not be recovered, the Facility Owner will debit Your Debit Card or credit card for the Damage Excess shown in **Part F**; or
 - c. the Vehicle is damaged in an Accident in which there is also Third Party Loss:
 - i. unless clause 5.2 applies, the Facility Owner will debit Your Debit Card or credit card for the Damage Excess shown in **Part F**, which may be held by the Facility Owner (acting reasonably) while the damage and any Third Party Loss is assessed

5.4 The Facility Owner will refund the Damage Excess paid pursuant to clause 5.1 as soon as reasonably practicable:

- a. in full, if the Facility Owner recovers the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss;
- b. in part, if the repair cost is less than the amount debited from Your Debit Card or credit card pursuant to clause 5.3(a)(iii);
- c. in part, if a claim for Third Party Loss is rejected or defended for an amount less than the Damage Excess paid pursuant to clause 5.3(c); or
- d. on a pro rata basis if We recover only a proportion of any amount We have claimed against a Third Party for Damage.

5.5 In making a refund under clause 5.4, the Facility Owner may consider all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss.

6. Damage Cover Exclusions

6.1 Even if you have paid the Damage Excess, there is **no Damage Cover**, and You and any Authorised Driver are liable for:

- a. Damage and Third Party Loss (or any of them, including, without limitation, Loss of Use of the Vehicle) arising from:
 - i. a Serious Breach of this Agreement;
 - ii. any deliberate, intentional, malicious or criminal act by You, an Authorised Driver or any person who is acting with Your express or implied consent; or
 - iii. the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 25 or more than 75 years of age;
- b. Overhead Damage;
- c. Underbody Damage;
- d. Damage (including, without limitation, Loss of Use of the Vehicle) caused by:
 - i. immersion of the Vehicle in water;
 - ii. use of the incorrect fuel type; or
 - iii. loading or unloading the Vehicle, except for reasonable wear and tear permitted by this Agreement;
 - iv. damage to the tyres of the Vehicle, other than by normal wear and tear; or
 - v. the full cost of replacing or repairing any accessories supplied by the Facility Owner including, without limitation, lost keys, keyless start and remote control devices.

6.2 The Damage Cover does not apply and there is **no Damage Cover** where:

- a. The Vehicle is used off-road without permission;
- b. The Vehicle is immersed in water;
- c. The Vehicle is used to carry hazardous or illegal goods;
- d. The Vehicle is driven under a low structure;
- e. The Vehicle is left unsecured or with keys inside;
- f. You have failed to keep the keys secure and under the control of You or any Authorised Driver; or
- g. The Vehicle is damaged by loading or unloading, normal wear and tear excepted.

6.3 Damage Cover is also subject to:

- a. You and/or any Authorised Driver have not committed any Serious Breach of this Agreement.
- b. Your payment of the Damage Waiver Fee in **Part F**;
- c. You and any Authorised Driver (as relevant) not being covered under any policy of insurance; and
- d. You and any Authorised Driver providing such information and assistance as may be reasonably requested by the Facility Owner and/or anyone acting on behalf of the Facility Owner,

6.4 There is also no Damage Cover for personal property in the custody of or owned by:

- (a) You;
- (b) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;
- (c) any relative, friend or associate of an Authorised Driver; or
- (d) Your employees,

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that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Facility Owner.

6.5 If Damage Cover is provided then the Facility Owner, or its insurer, may bring, defend or settle any legal proceedings in its/their sole discretion and the Facility Owner shall have the sole conduct of any proceedings. Any such proceedings shall be brought or defended in Your name or the name of the Authorised Driver.

7. Breakdowns

7.1 Roadside assistance

The Facility Owner will provide You with a Vehicle that is of acceptable quality and in good working condition having regard to the age of the Vehicle, but breakdowns may occur. Twenty-four-hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Hire Period You must contact the Facility Owner to arrange assistance. If the fault cannot be repaired on site, the Facility Owner may recover and repair the Vehicle as soon as possible but if it cannot be repaired the Facility Owner will at its reasonable discretion (i) use reasonable commercial endeavours to make alternative arrangements for a Vehicle to be made available, which may be on a later date, or (ii) provide You with a refund (in part or in whole) of the hire fees paid, if any.

7.2 The Facility Owner is not responsible for:

- a flat battery because the lights or entertainment system have been left on;
- tyre changing;
- lost keys or remote-control device; or
- keys or remote-control device locked in the Vehicle, and extra charges will apply if any of these services are provided at Your request. If a tyre requires changing, you must contact us and we will use reasonable commercial endeavours to facilitate the same, including (as may be required) by means of notifying roadside assistance.

7.3 Roadside assistance does not apply to, and You are liable for, Damage caused by the use of the incorrect fuel type.

7.4 Subject to the Australian Consumer Law, the Facility Owner is only responsible for direct loss You suffer as a result of the Facility Owner's breach of this Agreement and the Facility Owner is not responsible for:

- plans that are disrupted;
- loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- loss of enjoyment; or
- indirect or consequential loss, economic loss, loss of profits or loss of opportunity.

8. Accident and Theft Reporting; Notification of Vehicle Fault

8.1 You must immediately report any Accident or theft of the Vehicle to the Facility Owner in writing and complete all documentation that the Facility Owner requires and forward any third party correspondence or court documents to the Facility Owner within seven (7) days of receipt.

8.2 If You have an Accident in which:

- a person is injured;
- the other party failed to stop or exchange details;
- the Vehicle or any other vehicle is towed; or
- a driver appears to be under the influence of intoxicating liquor or drugs, a report must also be made to the police immediately.

8.3 If the Vehicle is stolen a report must be made to the police immediately after the theft is discovered.

8.4 If You have an Accident, You must also:

- make the Vehicle secure;
- get the names and addresses, email addresses and phone numbers of all persons involved, including, without limitation, witnesses;
- take as many photos as is reasonable showing:
 - the position of all vehicles before they are moved;
 - Damage to the Vehicle;
 - damage to any Third Party vehicle or property; and
 - the general area where the Accident occurred, including, without limitation, any road or traffic signs;
- notify the Facility Owner if the Vehicle has been involved in a serious Accident;
- supply the Facility Owner with any information concerning the driver of the Vehicle and You must allow the Facility Owner direct access to the driver of the Vehicle and You must fully co-operate in allowing the Facility Owner to gain such access;
- not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- permit and assist the Facility Owner to bring, defend, enforce or settle any legal proceedings against a third party, including, without limitation, attending at a lawyer's office and/or court; and
- allow the Facility Owner to claim in Your name under any applicable substitute vehicle insurance and do everything that may be required to assist the Facility Owner in making such a claim.

8.5 If:

- a dashboard warning light or fault message appears;
- You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or
- the Vehicle develops any fault during the Rental Period, You must inform the Facility Owner immediately via the contact details in the Rental Agreement and You must not use the Vehicle unless the Facility Owner has authorised You to do so. If You fail to notify the Facility Owner and continue to use the Vehicle, You will be responsible for any Damage or Third Party Loss.

9. Serious Breach and Termination of the Rental Agreement

9.1 You and any Authorised Driver commit a Serious Breach of the Rental Contract if:

- the Vehicle is driven in any area prohibited by this Agreement or there is a breach of any of clauses 1, 2, 4.2, 4.3, 4.4, 4.6, 8.5 that causes Damage, theft of the Vehicle or Third Party Loss;
- there is a breach of clauses 8.1 to 8.4 that prevents the Facility Owner from properly investigating, making or defending a claim arising from an Accident or theft;
- the Vehicle is stolen by You or an Authorised Driver or by any person acting for or at the direction or upon behalf of You or an Authorised Driver; or
- there is a default in relation to Rental Charges due and payable under this Agreement and such default is not immediately remedied by You upon reasonable request of the Facility Owner.

9.2 If there is a Serious Breach of this Agreement or a reckless breach of road or traffic legislation:

a. You must pay for:

- Damage caused, including, without limitation, Loss of Use which is payable until the Vehicle has been repaired or replaced or recovered if it has been stolen;
 - loss or replacement of the Vehicle as a result of theft;
 - Third Party Loss;
 - storage, repossession and recovery fees;
 - fees for the release of the Vehicle from compounds;
 - recovery costs and fees payable for the release of the Vehicle if it has been impounded by a responsible authority;
 - roadside assistance;
 - administrative and legal costs of recovery; and
 - the Rental Charges; and
- b. acting reasonably, The Facility Owner may terminate the Rental Contract and recover and take possession of the Vehicle.
- 9.3 You may terminate this Agreement if you are entitled to under the Australian Consumer Law.
- 9.4 If this Agreement is terminated:
- where it is safe and reasonable to do so, You must return the Vehicle to the Facility Owner;
 - any obligations under this Agreement that are capable of surviving the termination of this Agreement, do;
 - it will not affect the Facility Owner's right to receive any money under this Agreement, and You must pay to the Facility Owner any monies owed to the Facility Owner under the Agreement;
 - You give the Facility Owner permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage; and
 - by You due to a breach by the Facility Owner, subject to the Australian Consumer Law, the liability of the Facility Owner is limited to the amount of monies you have paid to the Facility Owner in respect of the rental.

10. Australian Consumer Law

10.1 You have consumer rights conferred by the Australian Consumer Law and the *Australian Securities and Investments Commission Act 2001* (Cth) and neither this clause nor any other provision of this Agreement excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

11. General Provisions:

- If there is any incident involving loss or damage to the Vehicle or involving the Vehicle while rented under this Agreement, You shall promptly report such incident to the Facility Owner at the location of the Storage Facility where the Vehicle was hired from as well as delivering to the Facility Owner immediately upon receipt by You, every summons compliant or paper in relation to such incident involving such loss or damage. You must also report all incidents to the police or other proper authority (WITHIN 24 HOURS OF INCIDENT)
- You will not refuse or fail to take any blood analysis or breath test requested by the police.
- Except as provided by law, no driver or passengers in the Vehicle shall be or deemed to be the agent, servant or employee of the Facility Owner in any manner for any purpose whatsoever.
- Any waiver by a party of any one breach or default by the other party will not constitute a waiver of any other breach or default.

VEHICLE HIRE AGREEMENT

TERMS AND CONDITIONS

- e. Words used in this Agreement to denote any gender shall include all genders and singular words shall include the plural.
- f. Notwithstanding any other provision in this Agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee imposed by Local, State or Federal Government that is charged and collected by the Facility Owner is imposed anywhere in Australia and has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You or in relation to the provision of rental or other services to You.
- g. You acknowledge that your interest in the Vehicle is as a bailee of the Facility Owner only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs.
- h. You acknowledge that the Facility Owner has not in any way represented itself to You as an entity carrying on the business of insurance.
- i. You must not at any time admit liability for any claims, loss or demand and agree that if such admission is made by You then that is a breach of this Agreement.
- j. The Facility Owner collects personal information from You to provide Vehicle hire services and manage its business operations. Your information may be disclosed to insurers, law enforcement agencies or service providers as reasonably necessary. For more information, refer to the Facility Owner's Privacy Policy available at its website or on request.
- k. If any term is illegal or unenforceable, that term is severed from this Agreement and the remaining terms continue to apply.

12. Fuel:

- 12.1 The Vehicle must be returned with the amount of fuel equal to that at the time of rental. If the Vehicle is returned with less fuel, the difference will be charged, along with a \$100 administration fee. Any excess fuel will NOT be purchased from you.
- 12.2 It is Your responsibility (and the responsibility of the Authorised Driver, if any) to ensure the Vehicle is refueled with the correct fuel type.

13. Governing Law

This Agreement is governed by the laws of the State or Territory where the Vehicle was hired. The parties submit to the non-exclusive jurisdiction of its courts.

14. Definitions and Interpretation

In this Agreement, headings are for convenience only and do not affect interpretation, unless the contrary intention appears:

"Accident" means an unintentional and unforeseen event, mishap or incident that results in Damage to the Vehicle or Third Party Loss;

"Agreement" means this Agreement, including, without limitation, **Parts A to Part I**, these Terms and Conditions, any schedules, the Vehicle Condition Report, the Facility Owner's Privacy Policy and any other document or materials it specifies form part of it;

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

"clause" means a clause of this Agreement;

"Corporations Act" means the *Corporations Act 2001* (Cth) (as amended from time to time);

"Damage" means:

- any loss or damage to the Vehicle including, without limitation, its parts, components and accessories, that is not fair wear and tear;
- towing and salvage costs;
- assessing fees; and
- Loss of Use,

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 Cover" means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 5, subject to the Damage Cover Exclusions in clause 6.

"Damage Cover Product" means a product You may purchase at the commencement of the Rental Period at extra cost to reduce Your Damage Excess liability;

"Damage Excess" means the amount shown in **Part F** You must pay the Facility Owner in the event of Damage, theft of the Vehicle or Third Party Loss, subject to these terms and conditions;

"Debit Card" means Debit MasterCard or Visa Debit Card;

"Deposit" means the deposit amount or pre-authorisation prepaid by You to the Facility Owner in connection with this Agreement, including, without limitation, any amount specified in **Part E**;

"Facility Owner" or **"We"** or **"Us"** means FORTKN OpCo Pty Ltd ABN 98 650 693 968, and/or its related companies as defined under the Corporations Act;

"Hourly Charge" means the amount specified in **Part E**;

"Loss of Use" means the fee calculated at the daily rate shown in Part E being the Facility Owner's loss because the Vehicle needs repair and the Facility Owner is waiting for the repairs to be completed or it is a write-off or has been stolen and the Facility Owner is waiting for it to be replaced;

"Off Road" means any area that is not a gazetted road nor a sealed road nor an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks;

"Optional Damage Waiver" means the amount payable by You to reduce the Damage Excess as stipulated in **Part F** of this Agreement;

"Overhead Damage" means:

- Damage at or above the level of the top of the front windscreen of the Vehicle;
- Third Party Loss, caused by:
 - contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
 - use of the Vehicle so that its height exceeds that permitted by law, by-law, regulation or advisory sign in the area of use;
 - objects being placed on the roof of the Vehicle; or
 - You, the Authorised Driver or any person standing or sitting on the roof of the Vehicle;

"Part" means a Part to this Agreement;

"Personal Information" has the same meaning as in the *Privacy Act 1988* (Cth);

"Rental Charges" means all rental and associated charges plus GST or other taxes and levies required by law, all shown in the Agreement and including, without limitation:

- the Hire Charges for use of the Vehicle during the Rental Period;
- administration fees;
- refueling charges;
- tolls;
- Damage Cover Products; and
- Debit Card and credit card surcharge fees;

"Rental Period" means the period commencing at the Date Out and Time Out shown in **Part D** and concluding at the Date In and Time In (Actual) shown in **Part D**;

"Third Party Loss" means any loss or damage to third party property, including, without limitation, other motor vehicles, and any third party claim for loss of income or consequential loss;

"Underbody Damage" means any damage to the Vehicle including, without limitation, the drive train, chassis, steering, suspension, brakes, exhaust, floor pan and fuel systems that is caused by or directly results from contact between the underside of the Vehicle and any part of the road way or any object or obstruction including, without limitation, kerbs, gutters, speed or road humps, barriers or wheel stops;

"Return Time (Due)" means the Time shown in **Part D**, when the Vehicle must be returned to the Storage Facility;

"Unsealed Road" means a road, other than a road undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete;

"Vehicle" means the van or vehicle and all equipment and accessories attached thereto and hired under this Agreement as particularised in **Part C** of this Agreement;

"Vehicle Condition Report" means the report reviewed and approved by You which details the condition of the Vehicle as at the Commencement Date;

"You" or **"Storer"** means the person and/or entity who is hiring the Vehicle and is listed in **Part A**; and

Where You comprise two or more persons, each is bound jointly and severally and You and any Authorised Driver are also bound jointly and severally.

Signature of Storer OR;

Signature of Storer's Authorised Driver OR;

Signature of Storer (if a company) by its authorised Director/Officer
(You should not sign this unless you understand the agreement & terms and conditions.)

Print Name

Date