

1. Hire

The Lender will hire to the Borrower and the Borrower agrees to take on hire from the Lender the Vehicle for the Hire Period on the terms and conditions set out in this Agreement.

2. Payment

The Borrower must pay to The Network:

- the Hire Fee;
- the Administration Fee; and
- any Additional Fee or other costs applying to the hire of the Vehicle.

An invoice for the above fees will be sent within 7 Business Days from the final day of the Hire Period and payment can be made using one of The Network's approved payment methods.

3. Booking and pick up

3.1 Booking

Prior to picking up the Vehicle, the Borrower must:

- provide The Network with an executed copy of this Agreement and such other documentation as required by the lender or The Network for the hire of the Vehicle; and
- ensure that all Nominated Drivers are registered with The Network under the 'My Volunteers' section of the Borrower's Smartlink profile and meet all the driver requirements specified in the Policy; and
- where the Borrower has requested a volunteer pool driver to operate the Vehicle, pay all reimbursement costs and fees associated with the volunteer pool driver to The Network.

3.2 Pick Up

The Lender will make the Vehicle available for pick up by the Borrower at the location specified in the Hire Details, unless otherwise agreed by the parties.

The Borrower must complete a Vehicle Condition Report (which will be provided to the Borrower by the Network prior to taking the Vehicle).

4. Drivers

4.1 The Borrower agrees and acknowledges that:

- only the Nominated Driver(s) will operate the Vehicle; and
- the Nominated Driver(s) are legally qualified to drive the Vehicle and are suitably experienced and capable of driving the Vehicle;

4.2 The Borrower acknowledges that volunteer drivers, who are legally qualified to operate vehicles such as the Vehicle, may be engaged through a separate arrangement with The Network. Each volunteer driver must be included as a Nominated Driver under this Agreement.

4.3 The Borrower is responsible for any acts or omissions of a Nominated Driver or any other person the Borrower permits to drive the Vehicle.

5. Use of the Vehicle

- 5.1 The Borrower and any Nominated Driver must only operate the Vehicle on a road which is properly formed and constructed, such as a sealed, metalled or gravel road, unless otherwise specified by the Lender.
- 5.2 The Borrower and the Nominated Driver(s) must:
- operate the Vehicle in a safe manner and in accordance with all applicable laws, including the *Road Safety Act 1986*, *Bus Safety Act 2009* and *Bus Safety Regulations 2010*;
 - not have alcohol or drugs present in his or her blood or breath immediately before, or while, driving the Vehicle;
 - be no younger than 25 years of age;
 - not use the Vehicle for commercial purposes or to obtain a financial benefit;
 - keep the Vehicle locked and secure at all times;
 - ensure that the number of passengers in the Vehicle does not exceed the Vehicle's capacity;
 - not, unless otherwise agreed by the Lender, use or allow the Vehicle to push or pull anything;
 - not remove any items from the Vehicle, including any seats, the fire extinguisher or first aid kit;
 - not, unless otherwise agreed by the Lender, drive the Vehicle after an accident or if it is damaged in any way;
 - not, or allow any other person to, smoke or consume alcohol in the Vehicle;
 - use of the Vehicle in accordance with any Special Conditions.
- 5.3 The Borrower or Nominated Driver must pay all tolls, fines and other penalties incurred by the driver of the Vehicle during the Hire Period.

6. Return of Vehicle

The Borrower must return the Vehicle to the Lender:

- to the location and at the time specified in the Hire Details, unless otherwise agreed by the Lender;
- in the same condition as it was at the commencement of the Hire Period, subject to fair wear and tear;
- in a clean and tidy condition, to the reasonable satisfaction of the Lender; and
- with a full fuel tank, refuelled at the Borrower's expense.

7. Lender's obligations

During the Hire Period, the Lender will:

- subject to the cancellation of this Agreement under clause 11, deliver the Vehicle to the Borrower in accordance with this Agreement;
- ensure that the Vehicle is:
 - insured under a comprehensive vehicle insurance policy;
 - registered with the appropriate vehicle registration authority; and
 - is in good working order;
- have the Vehicle registered with a roadside assistance program; and
- comply with any laws in relation to the Vehicle, including any applicable requirements imposed under the *Road Safety Act 1984*, *Bus Safety Act 2009* and the *Bus Safety Regulations 2010*.

8. Liability

8.1 The Borrower is liable for:

- the loss of or any damage to the Vehicle;
- damage to the property of any person resulting from or in connection with this Agreement; and
- any loss or damage, including injury or death, to the Borrower, a Nominated Driver, a passenger or any other person caused by or in connection with this Agreement,

until the later of the end of the Hire Period and the time and date the Vehicle is actually returned to the Lender.

8.2 To the maximum extent permitted by law, the Lender has no liability to the Borrower for any loss, damage, expense or other costs (including consequential loss or damage however caused) resulting from or in connection with the Borrower's use or hire of the Vehicle, except where that loss, damage, expense or cost (including personal injury or death) is caused by the negligence of the Lender.

8.3 The liability of the Lender for a breach of a condition or warranty implied by the Australian Consumer Law in relation to the supply of services under this Agreement is limited at the Lender's option, to:

- the supply of the services again; or
- the payment of the cost of having the services supplied again.

9. Accidents and damage

In the event of an accident, break down or damage to the Vehicle, the Borrower or a Nominated Driver must:

- contact Coordinator and the Lender to discuss the incident, including any use of the fire-extinguisher or first aid kit in the Vehicle;
- complete the reporting form, attached to the Vehicle Information Sheet provided to the Borrower;
- in the event of an accident, not admit responsibility or liability of the accident; and
- not arrange for the repair or other mechanical intervention with the Vehicle (excluding any actions taken by an attendant from the Lender's roadside assistance program) without the consent of the Lender.

10. Additional Fees

The Borrower may be charged:

- in the event of an accident or damage to the Vehicle (and payable directly to the Lender):
 - the Excess Fee;
 - where the cost of repairing the damage is less than the Excess Fee, the cost of the repairs; or
 - where an insurance claim in relation to the accident or damage is rejected by the Lender's insurer, all costs incurred by the Lender in relation to that accident or damage; and
- the Additional Charges where:
 - the Vehicle is not refuelled prior to being returned to the Lender;
 - the Vehicle is not returned in a clean and tidy condition, to the reasonable satisfaction of the Lender;
 - the Vehicle is returned later than the time specified for the Hire Period; or
 - equipment in the Vehicle has been removed or damaged (including fire extinguisher and first aid kit).

11. Cancellations

- 11.1 The Borrower may cancel this Agreement at any time by notice in writing to The Network (with a copy of such notice to be provided to the Lender).
- 11.2 Where the Borrower gives the Lender:
- less than 7 Business Days but more than 1 Business Day written notice of cancellation, the Borrower must pay the Cancellation Fee and the Administration Fee; or
 - 1 Business Day or less written notice of the cancellation, the Borrower must pay the full Hire Fee and the Administration Fee.
- 11.3 The Lender may cancel this Agreement where:
- the Borrower fails to comply with its obligations under this Agreement;
 - the Borrower has outstanding payments to the Lender or The Network or in relation to another hire agreement through The Network (as notified to the Lender by The Network);
 - the Vehicle requires urgent repairs or maintenance;
 - where, for whatever reason, the Lender requires the use of the Vehicle; or
 - where any documentation required to by the Lender or The Network has not been provided in the requested timelines.

12. Definitions

In this Agreement unless expressed or implied to the contrary:

Agreement means this Hire Agreement between the Lender and the Borrower.

Administration Fee means the amount specified in the Hire Details.

Borrower means the borrower of the Vehicle specified in the Hire Details.

Business Day means Monday to Friday excluding holidays in Victoria.

Coordinator means the project coordinator for The Network.

Excess Fee means the amount specified in the Hire Details.

Hire Details means the schedule to this Agreement with that name.

Hire Fee means the amount specified in the Hire Details.

Hire Period means the period specified in the Hire Details.

Lender means the lender of the Vehicle specified in the Hire Details.

Nominated Drivers means the persons specified in the Hire Details.

Policy means the document entitled 'Smartlink to Getting There Policies and Procedures' published by The Network, as updated from time to time.

Smartlink means the vehicle asset register operated by The Network on which Lenders may advertise their vehicles for hire, found at <www.gettingthere.net.au>.

Special Conditions means the special conditions specified in the Hire Details.

The Network means The Getting There Network, operating under the auspice of Community Accessibility Inc.

Vehicle means the Vehicle specified in the Hire Details.

13. General

Unless express or implied to the contrary in this Agreement:

- this Agreement is governed by and is to be construed in accordance with the laws of Victoria;
- if a party consists of more than one person, this Agreement binds them jointly and each of them severally;
- headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Agreement;
- any provision in this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable and if it is not possible to read down the provision, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement;
- this Agreement contains the entire understanding between the parties as to the subject matter contained in it and all previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect;
- this Agreement may be executed in any number of counterparts all of which taken together constitute one instrument;
- if a payment or other act is required to be made or done on a day which is not a business day, the payment or act must be made or done on the next following business day;
- a reference in this Agreement to:
 - a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
 - a person includes the legal personal representatives, successors and assigns of that person;
 - any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body;
 - a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Agreement;
 - this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
 - where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation'.
 - '\$' or 'dollars' is a reference to Australian dollars;
 - the singular includes the plural and vice versa; and
 - a gender includes the other genders.

Executed by the parties as an agreement

Signed for and on behalf of **the Lender** in the presence of:

)

)

Name:

Title:

.....

Witness

Signed for and on behalf of **the Borrower** in the presence of:

)

)

Name:

Title:

.....

Witness



*Borrower – please retain for your reference.

1.	Lender	Name: _____ Address: _____ _____
2.	Borrower	Name: _____ Address: _____ _____
3.	Vehicle	Make: _____ Registration: _____
4.	Pick-up and Return of Vehicle	Pick up Address: _____ Return Address: _____
5.	Hire Fee	<input type="checkbox"/> Single Hire Fee \$ _____ per day OR <input type="checkbox"/> Per Kilometre Charge \$ _____ per kilometre OR <input type="checkbox"/> Initial Fee: \$ _____ for _____ kilometres, and Per Kilometre Charge \$ _____ per kilometre thereafter
6.	Administration Fee	<input type="checkbox"/> Car (Up to 5 seats): \$20.00 <input type="checkbox"/> Van (seating capacity of 6 to 21) \$35.00 <input type="checkbox"/> Bus (seating capacity of 22+) \$50.00 <input type="checkbox"/> Trailer (with approval of Lender) \$20.00
7.	Cancellation Fee	\$ _____
8.	Additional Charges	Refuelling plus the cost of fuel Cleaning or the cost of the cleaning, whichever is greater Late Fee per day or part thereof Missing Equipment The replacement cost of the item.

9.

Special Conditions

Permitted Area(s) of Use

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> Alpine | <input type="checkbox"/> Wangaratta | <input type="checkbox"/> Indigo |
| <input type="checkbox"/> Wodonga | <input type="checkbox"/> Mitchell | <input type="checkbox"/> Moira |
| <input type="checkbox"/> Strathbogrie | <input type="checkbox"/> Towong | |
| <input type="checkbox"/> Inside Victoria only | | <input type="checkbox"/> Australia-wide |
| <input type="checkbox"/> Victoria and NSW only | | |

Restrictions of Use