

RENTAL ORDER PART 1: TERMS AND CONDITIONS

These terms and conditions form part of the rental order (the 'RO') between Bus 4x4 Hire Pty Ltd (ABN 65 154 739 287) ('Bus 4x4 Hire') and the person(s) or company named on Part 2 of the RO ('Hirer').



Email: admin@bus4x4.com.au Website: <http://www.bus4x4.com.au>

1. Definitions

Unless the context otherwise requires, capitalised terms have the meaning given to them within this agreement and:

- 1.1. agreement: means these terms and conditions and any documents, attached to, or referred to, in it, including the RO.
- 1.2. Commencement Date: means the date specified in item 3 of the Schedule.
- 1.3. Daily Hire Charge: means the amount set out in the Schedule.
- 1.4. Schedule: means part 2 of the RO.
- 1.5. Term: means the term set out in item 4 of the Schedule, commencing on the Commencement Date.
- 1.6. Vehicle: means the Vehicle described in item 5 of the Schedule, together with any part, accessory, instruction or maintenance manual and maintenance records in respect of such Vehicle.

2. Interpretation

- 2.1. In this agreement unless the context otherwise requires:
 - 2.1.1. a reference to a person includes any other entity recognised by law and vice versa;
 - 2.1.2. words importing the singular number include the plural number and vice versa;
 - 2.1.3. words importing one gender include every gender;
 - 2.1.4. any reference to any of the parties by their defined terms includes that party's executors, administrators and/or permitted assigns, or being a company, its successors and/or permitted assigns;
 - 2.1.5. every agreement or undertaking by which more persons than one agrees to undertake any obligation and/or derive any benefit in terms of this document shall bind and/or ensure for the benefit of such persons jointly and each of them severally;
 - 2.1.6. clause headings are for reference purposes only;
 - 2.1.7. a reference to an item is a reference to the corresponding item in part 2 of the Schedule of this agreement; and
 - 2.1.8. where any word or phrase is given a defined meaning in this agreement, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning.

3. Bus 4x4 Hire's Commitment to the Hirer

In consideration of the Hirer paying the Daily Hire Charge and the Hirer complying with this agreement, Bus 4x4 Hire agrees to hire out the Vehicle to the Hirer for the Term, and in accordance with this agreement.

4. Governing Law

This agreement is governed by the laws in force in the state of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of the state of Queensland.

5. Hire of Vehicle

- 5.1. You accept this agreement (and the corresponding RO) by the earlier of: accepting the Vehicle, signing and returning the RO, confirming by email that you accept the RO, instructing us (whether orally or in writing) to proceed with the provision of the Vehicle; and making any payment of the Daily Hire Charge.
- 5.2. Bus 4x4 Hire will let to the Hirer, and the Hirer will hire from Bus 4x4 Hire, the Vehicle, for the Term, and in accordance with this agreement.
- 5.3. The Hirer agrees to comply with this agreement and Bus 4x4 Hire's reasonable requests or requirements; and provide all assistance, information, and all things reasonably necessary to enable Bus 4x4 Hire's compliance with its obligations under this agreement and at law.
- 5.4. The Hirer agrees that this agreement and its obligations under this agreement creates a registrable security interest in favour of Bus 4x4 Hire, and the Hirer consents to the security interest (and any other registrable interest created in connection with this agreement) being registered on any relevant securities register (and the Hirer must do all things to enable Bus 4x4 Hire to do so).

6. Delivery of Vehicle

- 6.1. Bus 4x4 Hire will use its reasonable endeavours to deliver the Vehicle on the Commencement Date and at the location agreed between the parties.
- 6.2. If the Vehicle is to be picked up, or dropped off, at a location other than Bus 4x4 Hire's head office location, a vehicle mobilisation fee ('Vehicle Mobilisation Fee') may be applicable and such calculation of the Vehicle Mobilisation Fee will be set out in the Schedule. The Hirer agrees to pay the Vehicle Mobilisation Fee in accordance with Bus 4x4 Hire's invoice. Bus4x4 will exercise its right, at its sole discretion, to waive the Vehicle Mobilisation Fee if the Vehicle is hired for an extended period of time.
- 6.3. The Hirer agrees to comply with any requirements, policies or procedures provided by Bus 4x4 Hire, which apply at Bus 4x4 Hire's head office location.

7. Vehicle Condition Assessment

- 7.1. The Hirer is solely responsible for determining whether the Vehicle will be suitable, fit for purpose, and in compliance with its description.
- 7.2. A written, itemised report regarding the condition of the Vehicle as at the Commencement Date will be supplied by Bus 4x4 Hire, and confirmed by an authorised representative of the Hirer, prior to the Hirer taking possession of the Vehicle ('The Pre-Check/s'). The Hirer agrees that by confirming the Pre-Check, the Vehicle has been delivered in good condition, clean, free from damage or defect, fit for purpose and in accordance with this agreement ('Original Condition'), unless expressly set out in the Pre-Check, in which case the condition set out in the Pre-Check will be deemed to be the Original Condition.
- 7.3. At the time of undertaking the scheduled maintenance referred to in clauses 9.1 and 9.2 of this agreement, Bus 4x4 Hire will undertake further inspection/s of the Vehicle and will supply written itemised condition report/s ('The Post Check/s').

- 7.4. At the expiration or sooner determination of this agreement, Bus 4x4 Hire will undertake a further inspection of the Vehicle and will supply a written itemised condition report ('the Final Report'), again confirmed by a representative of the Hirer.
- 7.5. In the event that any Post Check or the Final Report reveals damage to the Vehicle which was not present in the Pre Check and/or missing fixed and/or non-fixed items, the cost of such repairs and/or replacement of fixed or non-fixed items will be paid by the Hirer to Bus 4x4 Hire upon demand, and as a debt immediately due and payable.

8. Ownership of Vehicle

- 8.1. Bus 4x4 Hire retains full title to the Vehicle notwithstanding:
 - 8.1.1. the delivery of the Vehicle to the Hirer; and
 - 8.1.2. the possession and use of the Vehicle by the Hirer.
- 8.2. The Hirer agrees that it takes the Vehicle as a bare bailee of the Vehicle and only has the right to use the Vehicle in accordance with, and under this agreement.
- 8.3. The Hirer acknowledges that no option, proviso or representation, either express or implied, written or oral has been made by, or on behalf of, Bus 4x4 Hire to the Hirer, that the Vehicle may be purchased from Bus 4x4 Hire by the Hirer, or any related body corporate or any nominee of the Hirer at any time.

9. Maintenance

- 9.1. If maintenance is included in the RO, Bus 4x4 Hire will be responsible for all scheduled maintenance in respect of the Vehicle, including for normal fair wear and tear and tyre wear (refer to the 'Bus 4x4 Hire Fair Wear and Tear Guide').
- 9.2. If maintenance is included in the RO, Bus 4x4 Hire will notify the Hirer of the timing of the scheduled maintenance required to the Vehicle and will collect the Vehicle from the Hirer when such scheduled maintenance is required. The Hirer will make the Vehicle available at the location required by Bus4x4 Hire on the date and time requested by Bus 4x4 Hire and ensure that the Vehicle is in a drivable condition (fuelled, under carriage, cleaned and Pre-Check completed) in order to enable Bus 4x4 Hire to collect the Vehicle to undertake the relevant scheduled maintenance. The Hirer agrees to provide Bus 4x4 Hire with access to the location where the Vehicle will be collected, free from harm, or risk to health and safety. If the Hirer fails to allow the Vehicle to be ready for collection for scheduled maintenance on the time and date requested by Bus 4x4 Hire, the Hirer agrees to pay the additional costs suffered or incurred by Bus4x4 Hire, as a debt immediately due and payable.
- 9.3. The Hirer must:
 - 9.3.1. comply with the Bus 4x4 Hire Fair Wear and Tear Guide;
 - 9.3.2. maintain all the Vehicles engine oils and engine coolant levels to the manufacturer's specifications; and
 - 9.3.3. fill the Vehicle with only with the fuel type specified by the manufacturer's specifications.

10. Replacement Vehicle

- 10.1. Bus 4x4 Hire agrees that upon collection of the Vehicle from the Hirer, Bus 4x4 Hire will endeavour to provide the Hirer with a replacement Vehicle for use while the Vehicle is undergoing scheduled maintenance, however the Hirer agrees that Bus 4x4 Hire is not obligated to provide a replacement vehicle should the maintenance required be the cause of an act or omission of the Hirer.

11. Hirer's Obligations

11.1. Compliance with Laws

The Hirer will comply with all laws, including health and environmental laws, seat belt laws and any registration or licensing requirements in relation to the Vehicle.

11.2. Location of Vehicle

The Hirer will ensure that the Vehicle remains in the Hirer's sole possession for the Term and will keep the Vehicle locked and secure at all times when not in service.

11.3. Driver Requirements

The Hirer will ensure that all persons who drive the Vehicle and/or have the Vehicle under their control will be authorised by the Hirer and:

- 11.3.1. act responsibly at all times;
- 11.3.2. hold a current driver's licence to drive a vehicle of the same class as the Vehicle; and
- 11.3.3. not be affected by alcohol, drugs or any other substance that would inhibit or impair the driver's ability to drive the Vehicle in a safe and legal manner.

11.4. Use of the Vehicle

The Hirer will ensure that the Vehicle is clean, used properly, safely and without risk to health or safety to any persons. The Hirer will maintain the Vehicle in the Original Condition (fair wear and tear excepted) for the Term. The Hirer will ensure that the Vehicle is not used:

- 11.4.1. for any illegal purpose, race, contest or performance test of any kind;
- 11.4.2. to carry more passengers than may be accommodated by the Vehicle;
- 11.4.3. to carry passengers for payment of any kind;
- 11.4.4. when it is damaged or unsafe;
- 11.4.5. to carry any flammable substance which has the flash point of under 22.8 degrees celsius or any other explosive or corrosive substances;
- 11.4.6. for the conveyance or towing of any load which is in excess of that for which the Vehicle was manufactured;
- 11.4.7. in contravention of any law;
- 11.4.8. No smoking. Smoking is strictly prohibited inside the Vehicle and the Hirer agrees that additional cleaning fees may apply if the Hirer, or any driver authorised by the Hirer, smokes in the Vehicle; and
- 11.4.9. No consuming alcohol. Consumption of alcohol is strictly prohibited inside the Vehicle.

11.5. Vehicle Pre Start Inspection

- 11.5.1. For personal hire: The Hirer will ensure that a pre start inspection (as per the manufacturer's or Bus 4x4 Hire's specifications) is completed by the Hirer on a daily basis before the Vehicle is used.
- 11.5.2. For mine sites: The Hirer will ensure that a pre start inspection (as per the manufacturer's or Bus 4x4 Hire's specifications) is completed by the Hirer at every shift change before the Vehicle is used.

11.6. Infringements and Charges

- 11.6.1. The Hirer is required to pay for all petrol/fuel charges, parking, speeding and traffic infringements, toll fees and other charges that are incurred in respect of the Hirer or the Vehicle during the Term.
- 11.6.2. The Hirer is required to pay for the cost of replacing any key not returned with the Vehicle and/or any replacement key provided to the Hirer.

11.7. Prohibited Dealings with the Vehicle

11.7.1. The Hirer will not, nor attempt or purport to:

- 11.7.1.1. sell or assign;
- 11.7.1.2. lend, let, sublease or otherwise part with possession of;
- 11.7.1.3. create or permit any pledge or security interest over

any of the Vehicle or Bus 4x4 Hire's interest in the Vehicle, without Bus 4x4 Hire's prior written consent.

11.8. Notice to Repair

11.8.1. The Hirer agrees to protect and keep the Vehicle in the Original Condition (including being in good working order and condition), subject to any fair wear or tear.

11.8.2. The Hirer will prevent the Vehicle from being subject to any loss, theft, damage, vandalism or destruction. The Hirer must give Bus 4x4 Hire written notice of any damage to the Vehicle, and any required repairs, maintenance or replacement of the Vehicle immediately upon the Hirer becoming aware of the damage or need to repair, maintain or replace.

11.8.3. The Hirer will not undertake any repairs, maintenance, alterations, additions or replacement whatsoever in relation to the Vehicle without Bus 4x4 Hire's prior written consent. If Bus 4x4 Hire consents to the Hirer undertaking any repairs, maintenance, alterations, additions or replacement in relation to the Vehicle, the Hirer agrees to use Bus 4x4 Hire's recommended Personnel.

11.8.4. All costs associated with any repairs or replacement to or of the Vehicle that are necessary as a result of loss, theft, vandalism, misuse, neglect or damage to the Vehicle, including total loss or damage, during the Term, shall be borne by the Hirer with the nature of such costs being a debt immediately due and payable to Bus 4x4 Hire. Failure of the Hirer to pay the said costs when due and payable shall constitute a breach by the Hirer of this agreement.

11.8.5. Bus 4x4 Hire or its employees, contractors or agents ('Personnel') will be entitled to enter any premises at which the Vehicle is located for the purpose of inspecting the Vehicle in relation to the state of repair and condition thereof at any time during the Term, provided that Bus 4x4 Hire has given the Hirer a minimum of two working days' notice in writing of Bus 4x4 Hire's intention to do so. For that purpose, the Hirer will allow Bus 4x4 Hire or its Personnel free and unfettered access to such location and the Vehicle, free from harm or risk to safety.

11.9. Warranties

The Hirer warrants and agrees that:

11.9.1. there are no legal restrictions preventing it from entering this agreement;

11.9.2. all information and documentation that it provides to Bus 4x4 Hire in connection with this agreement is true, correct and complete;

11.9.3. it has not relied on any representations or warranties made by Bus 4x4 Hire in relation to the Vehicle (including as to whether the Vehicle is or will be fit or suitable for its particular purposes), unless expressly stipulated in this agreement;

11.9.4. it will report any accident, traffic infringement or parking infringement which occurs during the Term as soon as possible after it occurs;

- 11.9.5. if applicable, it has a valid ABN, which has been advised to Bus 4x4 Hire; and
- 11.9.6. if applicable, it is registered for GST purposes.

12. Insurance and Risk

- 12.1. The Hirer will assume all risks and liabilities in respect of the Vehicle and the use and storage of same once the Vehicle is collected by the Hirer or delivered to the Hirer and until it is returned to the full custody and control of Bus 4x4 Hire.
- 12.2. Bus 4x4 Hire will organise insurance for the Vehicle. The Hirer may be covered by Bus 4x4 Hire's insurance policy if set out in the RO and provided that the Hirer complies with all terms of this agreement. Any non-compliance of this agreement by the Hirer will disqualify it from obtaining benefits from any insurance Bus 4x4 Hire may hold.
- 12.3. The Hirer will not do, permit to be done, or omit to do anything which may prejudice the policy of insurance under clause 12.2 and the Hirer will do everything necessary to enable Bus 4x4 Hire to collect any money under that policy.
- 12.4. If the Hirer is covered by Bus 4x4 Hire's insurance policy, any person permitted to drive the Vehicle is subject to any excess payable by the Hirer and any insurance exclusions.
- 12.5. If the Hirer is covered by Bus 4x4 Hire's insurance policy, the Hirer acknowledges the insurance held by Bus 4x4 Hire does not cover all claims for damage to the Vehicle or relating to the hire and use of the Vehicle and the Hirer may be required to pay excess amounts for each and every claim involving the Vehicle.
- 12.6. If the Hirer is covered by Bus 4x4 Hire's insurance policy, the Hirer acknowledges and agrees that Bus 4x4 Hire's insurance policy does not cover:
 - 12.6.1. any driver under the age of 25 years old;
 - 12.6.2. theft of the Vehicle by the Hirer, or any person who acts on behalf of the Hirer;
 - 12.6.3. any driver who does not hold the relevant licence for the relevant Vehicle being hired.
- 12.7. Unless otherwise set out in the RO or as listed in this clause 12.6, the excess for the hire of the Vehicle is \$6,000:
 - 12.7.1. or for any claims arising from the incorrect administering of a correct additive, including, but not limited to AdBlue, the excess is \$10,000;
 - 12.7.2. and if the Vehicle is a bus, sedan, station wagon, utility or other goods carrying vehicle less than 8 tonnes GVM and it was driven by, or was in the control of, a person aged 25 years or over with less than 2 years' driving experience, an additional excess for the hire of the Vehicle will apply at the amount of \$300;
 - 12.7.3. and if the Vehicle is a bus, coach or rigid truck of 8 tonnes GVM or greater and was driven by, or was in the control of, a person aged 25 years or over but with less than 6 months driving experience with this class of vehicle, an additional excess for the hire of the Vehicle will apply at the amount of \$2,500.
- 12.8. In the event the cost of any claims for damage exceeds Bus 4x4 Hire's insurance coverage on the Vehicle, or the claim is not covered by Bus 4x4 Hire's insurance coverage, the Hirer will be required to pay the amount of the insurance excess or the full amount of the claim (as applicable).

13. Liabilities

- 13.1. Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer the Hirer with rights, warranties, guarantees and remedies relating to the hiring out of the Vehicle which cannot be excluded, restricted or modified ('Statutory Rights'). If the Australian Consumer Law applies to the Hirer as a consumer, nothing in this agreement excludes the Hirer's Statutory Rights as a consumer under the Australian Consumer Law. The Hirer agrees that its Liability for the Vehicle provided to an entity defined as a consumer under the Australian Consumer Law is governed solely by the Australian Consumer Law and this agreement. Subject to the Hirer's Statutory Rights, Bus 4x4 Hire excludes all express and implied warranties, and all material, work and services is provided to the Hirer without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.
- 13.2. Despite anything to the contrary, to the maximum extent permitted by law, the Hirer assumes liability for, and indemnifies and will keep indemnified, protected and saved harmless Bus 4x4 Hire and its Personnel from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties, proceedings or judgments and all expenses legal or otherwise and of whatsoever kind and nature (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise) ('Liability') that Bus 4x4 Hire or its Personnel may suffer, incur or are otherwise liable as a result of, or in connection with:
- 13.2.1. any driver under the age of 25 years old;
 - 13.2.2. any driver who does not hold the relevant licence for the relevant Vehicle being hired;
 - 13.2.3. the use or misuse of the Vehicle (including the loss of revenue incurred by Bus 4x4 Hire);
 - 13.2.4. loss or damage of the Vehicle (including the theft of the Vehicle by the Hirer, or any person who acts on behalf of the Hirer);
 - 13.2.5. any failure or delay to collect or return the Vehicle in accordance with this agreement;
 - 13.2.6. damage to any property arising out of use of the Vehicle;
 - 13.2.7. any failure to return the Vehicle in its Original Condition;
 - 13.2.8. all Liabilities suffered or incurred by Bus 4x4 Hire in repossessing or recovering the Vehicle;
 - 13.2.9. the loss of Bus 4x4 Hire's ability to re-hire the Vehicle;
 - 13.2.10. the use and installation of Specialised Equipment on the Vehicle;
 - 13.2.11. the Hirer's acts or omissions; or
 - 13.2.12. the Hirer's or the Hirer's personnel's breach of this agreement or any laws,
- except to the extent such Liability is directly caused by the grossly negligent act or omission of Bus 4x4 Hire or any wilful, malicious or fraudulent act or omission of Bus 4x4 Hire.
- 13.3. Despite anything to the contrary, to the maximum extent permitted by law:
- 13.3.1. a party's liability for any Liability under this agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other party (or any of its personnel); and
 - 13.3.2. Bus 4x4 Hire's liability for any Liability arising from or in connection with this agreement will be limited to Bus 4x4 Hire's resupplying the Vehicle, or in Bus

4x4 Hire's discretion, to repaying the Hirer the amount of the Daily Hire Charge in respect of the Vehicle to which the Liability relates.

- 13.4. The Hirer agrees that no person, agent or employee has been or is authorised to give any warranty or to agree to any conditions or make any representations whatsoever, verbal or otherwise, on Bus 4x4 Hire's behalf.
- 13.5. This clause 13 will survive termination or expiry of this agreement.

14. Daily Hire Charge

- 14.1. The Hirer agrees to pay to Bus 4x4 Hire the Daily Hire Charge for the Term, and any other amount payable to Bus 4x4 Hire under this agreement, in the manner set out in this agreement.
- 14.2. The full Daily Hire Charge for the Vehicle will be paid prior to collection or delivery of the Vehicle, unless prior arrangements have been made in writing with Bus 4x4 Hire (as set out in the RO or as otherwise be directed by Bus 4x4 Hire, from time to time).
- 14.3. The Daily Hire Charge payable for the Term is the amount set out in the Schedule (RO Part 2).
- 14.4. Interest
If the Hirer defaults in payment of the Daily Hire Charge on the due dates for payment under this agreement, such moneys shall bear interest at the rate specified in Item 8 of the Schedule from the date they are due for payment until payment is made.
- 14.5. Default in Payment of Daily Hire Charge
 - 14.5.1. If payment by the Hirer is dishonoured by the Hirer's financial institution Bus 4x4 Hire may re-draw the returned amount together with any transaction fees incurred by Bus 4x4 Hire in respect of the return or dishonour.
 - 14.5.2. Bus 4x4 Hire may, if after seven days the Daily Hire Charge is not satisfied nor has the Hirer made any alternative arrangements with Bus 4x4 Hire, terminate the agreement without notice to the Hirer. For that purpose, Bus 4x4 Hire or its Personnel may enter any place where the Vehicle is suspected to be, at any reasonable time, and take possession of the Vehicle (and the Hirer agrees to provide any access, items and consents required to enable Bus 4x4 Hire to do so), and recover as a debt due and immediately payable by the Hirer, Bus 4x4 Hire's additional costs of doing so.

15. Additional Hire Charges

- 15.1.1.
- 15.2. Vehicle Pre Inspections
 - 15.2.1. If the Hirer has a company policy requiring the Vehicle to undergo a pre-inspection, that inspection will be completed at the Hirer's expense, and will be as set out in the Schedule. The inspection will take place during the Term as specified in the Schedule.
- 15.3. Specialised Equipment
 - 15.3.1. If the Hirer has specialised equipment that needs to be installed to the Vehicle for the Term ('Specialised Equipment'), Bus 4x4 Hire must approve the installation of the Specialised Equipment. The Hirer agrees that Bus 4x4 Hire's approval of the installation of the Specialised Equipment is not a warranty that the Specialised Equipment is suitable or fit for purpose and the Hirer warrants to Bus 4x4 Hire that the Specialised Equipment is of merchantable quality, free from defects, new and free from encumbrances

and manufactured and supplied in accordance with all relevant laws and standards. The purchase of the Specialised Equipment and installation must be made at the Hirer's expense. The removal of Specialised Equipment at the end of Term will also be at the Hirer's expense.

16. Goods and Services Tax

- 16.1. In this clause "GST" means GST within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ('GST Act') and expressions used in this clause have the same meaning as those expressions in the GST Act.
- 16.2. An amount payable by a party under this agreement in respect of a supply by the other party which is a taxable supply, represents the GST exclusive value of the supply and the recipient of the supply must, in addition, pay to the supplier the GST payable in respect of that supply.
- 16.3. If a party under this agreement is required under this clause to pay any GST to the other party, the party receiving the payment of GST must deliver a tax invoice to the party paying the GST.

17. Payment of Fees

- 17.1. The Hirer will also pay all amounts payable by Bus 4x4 Hire in respect of this agreement or the Vehicle hereby hired under any act of parliament now or hereafter in force whether federal or state imposing payments or taxes on Bus 4x4 Hire (including but not limited to duty imposed by the *Duties Act 2001* (Qld)) which by those said acts Bus 4x4 Hire is not prohibited from passing on to the Hirer.

18. Variation No Waiver

In the event of a variation of any of the monetary payments or of any of the due dates thereof being agreed to by Bus4x4 Hire at the written request of the Hirer during the Term, such variation shall not, nor shall any other indulgence granted by Bus 4x4 Hire to the Hirer prejudice or affect any of the other provisions of this agreement.

19. Notices

Any notice given under this agreement must be in writing addressed to the relevant address last notified by the recipient to the parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 3 working days in the case of post, or at the time of transmission in the case of transmission by email.

20. Disputes

A party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this agreement (including any question regarding its existence, validity or termination) ('Dispute') without first meeting with a senior representative of the other party to seek (in good faith) to resolve the Dispute. If the parties cannot agree how to resolve the Dispute at that initial meeting, either party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, either party may ask the Law Society of Queensland to appoint a mediator. The mediator will decide the time, place and rules for mediation. The parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the

parties. Nothing in this clause will operate to prevent a party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

21. Termination of Hire Agreement

- 21.1. On the termination or expiry of this agreement the Hirer will return the Vehicle to Bus 4x4 Hire or its Personnel at such location, and at such time and date, as nominated by Bus 4x4 Hire in the Original Condition and otherwise in accordance with the condition consistent with the performance of the Hirer's obligations under the agreement.
- 21.2. Either party may terminate this agreement upon written notice if the other party is in breach of a material term of this agreement, and that breach has not been remedied within 10 working days of being notified by the other party.
- 21.3. Early Termination
Except if the Hirer terminates this agreement in accordance with clause 21.2, in the event the Hirer terminates this agreement prior to the expiration of the Term, the Hirer agrees to pay to Bus 4x4 Hire, as a debt immediately due and payable, the greater of the following:
 - 21.3.1. the Daily Hire Charge x 30 days; and
 - 21.3.2. in the event the Vehicle has not been re-hired within 30 days from the date of termination, the Daily Hire Charge until such time as the Vehicle is re-hired by Bus 4x4 Hire (but capped at the amount of the Daily Hire Charge for the original Term),
and the Hirer agrees that this amount is a genuine pre-estimate of loss suffered or incurred by Bus 4x4 Hire as a result of early termination.
- 21.4. On expiry or termination of this agreement:
 - 21.4.1. Bus 4x4 Hire will cease hiring out the Vehicle to the Hirer;
 - 21.4.2. the Hirer is to pay for any Daily Hire Charge due and payable prior to termination, and all other amounts due and payable under this agreement;
 - 21.4.3. the Hirer is to pay additional costs arising from, or in connection with termination if such termination is due to the material breach of the Hirer;
 - 21.4.4. grant such rights of access, to any location where the Vehicle is located to allow Bus 4x4 Hire (or its Personnel) to immediately recover or repossess the Vehicle.
- 21.5. Termination of this agreement will not affect any rights or liabilities that a party has accrued under it.
- 21.6. This clause 21 will survive the termination or expiry of this agreement.

22. Whole Contract

This agreement contains the entire understanding between the parties, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

23. Severance

If a provision of this agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this agreement.