

This Agreement is made between

EZZE GROUP PTY LTD T/AS EZZE RENTALS ACN 661926441
of 22 Butter Way, Donnybrook VIC 3064 (Owner) and the Renter

BACKGROUND

- A. The Owner and the Renter have agreed to enter into this agreement on the terms and conditions set out in this agreement.
- B. The Owner agrees to rent the equipment to the Renter for the Rental Period and the Renter agrees to take the equipment on hire for that period and to pay the rental charge set out in the Price List for the equipment for that Rental Period, together with any applicable GST, as set out in schedule I, on the terms and conditions set out in this agreement.

1. OPERATIVE PROVISIONS

Definitions In this agreement:

Authorized Driver means a person who satisfies the requirements mentioned in clause 11 of this Agreement.

Equipment means the automobile or truck identified in this Agreement and any Equipment we substitute for it, and all its tires, tools, accessories, equipment, keys, and Equipment documents and includes all accessories and other equipment.

GST has the same meaning as in the A New Tax System (Equipment and Services Tax) Act 1999 (Cth).

Metro Car Rented vehicle is for Melbourne Metro use only and is not allowed to take out of Melbourne Metro suburbs. \$400.00 per day Penalties apply if it is taken out of Melbourne Metro Suburbs and will void this agreement.

Owner means EZZE GROUP PTY LTD T/AS EZZE RENTALS ACN 661926441 and its substitutes, successors and permitted assigns and agents.

Price List means the Owner's published price list which is current at the date this agreement is signed by the Owner.

Agreement means all terms and conditions found in this form, any addenda, and any additional materials you sign or we provide at the time of rental.

Rental Period means the period beginning on the date set out as the commencement date and ending on the date set out on the front of this form as the termination date on which the equipment is redelivered by the Renter or by anyone else to the Owner or, if the equipment is stolen or damaged beyond repair, the date on which the insurance company confirms that it will accept that the equipment has been stolen or are damaged beyond repair.

Renter means who has personally signed this agreement or has been signed on the Renter's behalf by an agent (if applicable).

2. RENTAL OF EQUIPMENT

- a. The Owner agrees to rent the equipment to the Renter for the Rental Period and the Renter agrees to take the Equipment on hire for that period and to pay the rental charge set out in the Price List for the Equipment for that Rental Period, together with any applicable GST, as set out in schedule I, on the terms and conditions set out in this agreement. The Renter is entitled to use the equipment for the Rental Period and for any agreed extension of the Rental Period. The Renter agrees to return the equipment to the Owner's address in original condition as referred in Schedule I.
- b. The Renter agrees to make a deposit \$300 to \$500 as prescribed by the owner at the time of vehicle collection, said deposit to be used, in the event of loss of or damage to the vehicle or equipment during the term of this car rental agreement, to defray fully or partially the cost of necessary repairs or replacement. In the absence of damage or loss, deposit shall be credited toward payment of the Rental Rate and any excess

shall be returned to the renter. Upon return of car, the deposit will be refunded fully to the renter within 48 hours after vehicle drop off.

3. PAYMENT FOR RENTAL

- a. EZZE Rental's preferred method of payment is direct debit authority which will be setup when the vehicle is collected. The authority will remain in full force and effect in respect of all direct debits made from the renter's account in good faith notwithstanding death, bankruptcy, or other revocation of this authority until actual notice of such event is received by the Bank.
- b. The Renter agrees to pay to the Owner the amount of the rental charge set out in the Price List for the Equipment for the Rental Period, together with any applicable GST, as set out in schedule I of this agreement.
- c. The Renter also agrees to pay the other amounts, set out in schedule I, calculated in accordance with the Price List and any duties, fees, outgoings, penalties, fines, demands, charges, or costs imposed by any authority on or in connection with this agreement or the Renter's hiring of the equipment.
- d. The Renter authorises the Owner to complete any documents necessary or desirable to enable the Renter to make any payments through any credit card system.
- e. We may use electronic signatures as a means of entry into the Rental Contract. When you insert an electronic signature, you consent to the use of this means of acknowledgment and acceptance of these terms and Conditions and your obligations under the Rental Contract.
- f. All fuel used shall be paid for by the renter.
- g. Default in payment - If You default in the payment of any moneys owed to Us under the Rental Contract:
 - i. You must pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
 - ii. We may engage a mercantile agent or debt collector and You must pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission, and any legal costs; and
 - iii. You authorise Us to provide information of that default to a credit reporting body and to obtain an up-to-date consumer credit report on You. Personal formation may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

4. RENTER'S WARRANTIES

- a. The Renter warrants that:
 - i. the particulars mentioned in the agreement are correct in every respect and are not misleading in anyway including, without limitation, by omission;
 - ii. the Renter holds a current driver's licence valid for the type of equipment hired;
 - iii. the Renter will not breach any copyright or other restriction in relation to or in connection with the equipment;
 - iv. in selecting the equipment, the Renter has not relied on the Owner's skill and judgment or on any representations made by or on behalf of the Owner and agrees that the equipment comply with their description, are in merchantable condition and are fit for the Renter's purpose;
 - v. If agreement becomes void, EZZE can collect the car forcefully without any notice and renter must indemnify EZZE from any loss or belongings in the car;
 - vi. the renter warrants that if the rent is overdue for more than two days, then the owner has the discretion to terminate the contract immediately without any notice on account of default.
 - vii. EZZE vehicles are fitted with GPS trackers and any kind of tampering with the tracker will constitute a breach of this agreement leading to termination at any time. If tracker found tampered, the owner may terminate the contract at any time and collect the vehicle. The cost for such collection must be borne by the renter.
 - viii. The Vehicle must never be driven:
 1. on an Unsealed Road;
 2. off Road;
 3. roads with snow

- b. The Vehicle must not be used in any area that is prohibited by EZZE. Prohibited areas include:
 - 1. roads that are prone to flooding or are flooded;
 - 2. beaches, sand dunes, streams, rivers, creeks, dams, and floodwaters;
 - 3. any road where the police or an authority has issued a warning;
 - 4. any road that is closed; and
 - 5. any road where it would be unsafe to drive the Vehicle.
- c. You must not:
 - i. use the Vehicle for transporting any pets or animals, except assistance animals, unless specifically approved by EZZE;
 - ii. smoke in the Vehicle and You must take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age; or
 - iii. use the Vehicle to move infectious, biohazardous or biomedical waste, unless specifically approved by EZZE.
 - iv. Additional cleaning, disinfection and deodorising charges will apply.
- d. Repair without authority prohibited - You must not let anyone else repair or work on the Vehicle or tow or salvage it without EZZE's prior written approval. Staying with the Vehicle after an Accident, you must not leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.
- e. Cancellation and 'No Show'
 - i. You may be charged the Rental Charges for the Rental Period as booked if:
 - 1. Your booking is cancelled within 24 hours prior to the Start of Rental; or
 - 2. You fail to notify Us of Your intended cancellation prior to the Start of Rental and fail to pick up the Vehicle,
- f. Unless EZZE is able to rent the Vehicle to another renter for an equivalent term and rate or.
- g. A cancellation is not effective until acknowledged and confirmed by EZZE.

2. RENTER'S OBLIGATIONS

- a. The renter will:
 - i. keep the equipment in first class condition and only use them as they would be used by a careful and prudent Owner;
 - ii. not use the equipment for any illegal purpose;
 - iii. report any damage to, or loss of, the equipment to the Owner immediately such damage or loss occurs;
 - iv. be liable for any breach of this agreement committed by the Renter's servants or agents; and
 - v. indemnify the Owner for any loss (including legal costs) incurred by the Owner in relation to any breach of this agreement and for any liability arising out of any such breach.
- b. The renter must be responsible for any fines or penalties whatsoever that occur including but not limited to toll, parking, speeding fines, and police infringements. \$20 will be charged per nomination (if applicable).
- c. Renter is obliged to bring car to the workshop prescribed by owner after every four weeks for mechanical and regular safety checks. If renter does not bring car to the workshop after every four weeks and if accident occurs then renter will be liable for the loss or any kind of damage to the car or third party. Renter is obligated to check engine oil and coolant level every day and notify us if it is low, otherwise engine damage cost will be covered by renter as decided by the owner. Renter is obligated to bring car to the workshop prescribed by the owner when service is due.
- d. The renter to ensure that the Metro Car Rented to stay in Melbourne Metro and the agreement will be breached if the Metro Car is taken out of Melbourne Metro suburbs. \$400.00 per day Penalties may apply at the discretion of the owner. If the Metro Car is taken out of Melbourne Metro Suburbs and will lead to immediate termination of this agreement.
- e. The renter will provide immediate inform the owner in writing and through phone call if:
 - i. an accident, incident or near miss occurs involving the renter.
 - ii. the renter commits any traffic infringements or receives any fines or penalties.

3. INSURANCE

- a. This will depend on the terms of the Owner's insurance policy and on the Owner's commercial practices and procedures.

- b. Coverage is void if the Renter violates the terms of this Agreement or if Renter fails to cooperate in any loss investigation conducted by the Owner, or our insurer. Giving the Equipment to an unauthorized driver terminates our liability insurance coverage, if any.

- c. The Renter is liable to pay insurance excess resulting any damage to Owner's Equipment.
 - i. Standard Excess on Australian License: \$1,500.00
 - ii. Standard Excess on International License: \$1,800.00
 - iii. Age Excess (in addition to the standard excess)
 - iv. Between 21 and 25 years of age: \$600.00

- e. In case of accident, renter must inform us within 24 hours and pay excess within 24 hours of the incident. The Renter here by agrees that he he/she shall be held fully responsible for the excess deductible in case of accident. The renter also agrees that only the vehicle is covered under insurance and the driver and passenger are not covered. The renter also agrees that personal belongings and other items left in the vehicle at any time are not covered.

4. REPOSSESSION

The Owner may retake possession of the equipment without any notice if the Renter breaches any provision of this agreement.

5. TITLE TO EQUIPMENT

- a. The Renter acknowledges that the Owner retains title to the Equipment and that the Renter has rights to possess the Equipment as a mere bailee only. The Renter does not have any right to pledge the Owner's credit in connection with the Equipment and agrees not to do so. The Renter also agrees not to agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage let on hire or otherwise part with or attempt to part with the personal possession session of or otherwise deal with the Equipment and not to conceal or alter the Equipment or make any addition or alteration to, or repair of, the Equipment.
- b. There is a minimum and maximum age limit for those renting Our Vehicles. You and any Authorised Driver must be at least 21 years of age and have no less than 2 years' driving experience, unless we have agreed to a variation of that restriction before the Start of Rental and it is mentioned in the Rental Agreement.

6. NO WAIVER

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

7. GOVERNING LAW

This agreement will be governed by the law of Victoria.

8. DISPUTE DETERMINATION

- a. A party to this Agreement may not commence legal proceedings, except proceedings seeking urgent interlocutory relief, in respect of any disputes in relation to this Agreement without first complying with the dispute resolution procedures in this clause.
- b. If a dispute arises between the Partners, the parties to the dispute undertake in good faith to use all reasonable endeavours to settle the dispute by negotiation or mediation.
- c. If a dispute is not settled by the parties in accordance with clause 11(b) within a reasonable time of notification of dispute by either party, then:

- the parties will endeavour to settle the dispute by mediation;
- d. the parties agree to select a mediator within 14 days of the date of notice of intention to mediate and if none can be agreed then the parties agree to the appointment of the mediator by Lawyers Engaged in Alternative Dispute Resolution (LEADR) — Association of Dispute Resolvers; and
 - e. the parties will share the cost of the mediator equally, but will each be responsible for their own costs of mediation.
 - f. If the dispute cannot be resolved in accordance with clause 11(c)(i) either party may by notice in writing of not less than 14 days to the other, the parties must refer the dispute to legal action and service of such notice under this sub-clause is a condition precedent to the commencement of any litigation proceedings in respect of such dispute.
 - g. This clause survives termination of the Rental Agreement.

9. NO DAMAGE COVER IF

You or any Authorised Driver:

- a. commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third-Party Loss; or
- b. drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred,

You and any Authorised Driver:

- c. have no Damage Cover;
- d. are liable for all Damage, theft of the Vehicle and Third-Party Loss; and
- e. are liable for and must pay any additional costs or expenses We incur in recovering the Vehicle.

10. STAYING WITH THE VEHICLE AFTER AN ACCIDENT

- a. You must not leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.
- b. Only You or an Authorised Driver can drive the Vehicle. Allowing anyone who is not an Authorised Driver to drive will constitute a breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity

11. DRIVER'S LICENCE REQUIREMENTS

- a. You and any Authorised Driver must also have a current valid licence to drive the Vehicle which is:
 - i. issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
 - ii. appropriate for the class of the Vehicle; and
 - iii. not subject to any restriction or condition.
- b. Learner drivers are not acceptable and must not drive the Vehicle.

12. CANCELLED AND SUSPENDED LICENCES

- a. The Vehicle **must not** be driven:
 - i. whilst Your driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or
 - ii. if Your licence has been cancelled or suspended, within two (2) years of the date of the Rental Agreement.

13. FALSE INFORMATION

- a. The Vehicle must never be driven by You or an Authorised Driver who has provided a false or misleading name, age, address, or driver's licence.

14. COLLISION DAMAGE WAIVER

- a. If you purchase CDW, we waive our right to collect from you for a portion of Physical Damage to the Equipment. We do not waive our right to collect from you for Physical Damage if we entered into this rental transaction based on fraudulent information supplied by the renter, or if the damage:
 - i. is caused intentionally or by wilful or malicious misconduct of an Authorized Driver;

- II. arises out of the use of the Equipment while under the influence of alcohol, illegal drugs, a controlled substance, or any other intoxicant that impairs driving ability;
- III. arises out of the use of the Equipment while engaged in the commission of a crime other than a traffic violation;
- IV. arises out of the use of the Equipment to carry persons or property for hire, to push or tow anything, to engage in a speed contest or for driver's training;
- V. arises out of the use of the Equipment by anyone other than an Authorized Driver;
- VI. arises out of the use of the Equipment outside the continent of Australia, unless that use is specifically authorised in this Agreement.
- VII. Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including:
 - a) time and mileage for the period you keep the Equipment, or a mileage charge based on our experience if the odometer is tampered with;
 - b) charges for additional drivers;
 - c) optional products and services you purchased;
 - d) fuel, if you return the Equipment with less fuel than when rented;
 - e) applicable taxes;
 - f) all parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Equipment assessed against us or the Equipment; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$50 for each such charge;
 - g) all expenses we incur in locating and recovering the Equipment if you fail to return it or if we elect to repossess the Equipment under the terms of this Agreement;
 - h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement;
 - i) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts past due;
 - j) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and
 - k) a reasonable fee not to exceed \$250 to clean the Equipment if returned substantially less clean than when rented.
- VIII. Deposit. We may use your deposit to pay any amounts owed to us under this Agreement.
- IX. Excess. In a hit and run situation, the renter will have to pay the excess upfront and only be reimbursed if the owner successfully makes a claim against the other party for the damages. In a situation where there is a liability dispute the excess is required upfront. Once liability is accepted by other party the excess will be returned.

15. MISCELLANEOUS

A waiver by the Owner of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Owner's acceptance of payment from the renter or Renter's failure, refusal, or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, the Renter releases to the Owner from any liability for consequential, special, or punitive damages in connection with this rental or the reservation of an Equipment. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

16. MODIFICATIONS

No term of this Agreement can be waived or modified except by a writing that the Owner will have to sign. If the Renter wish to extend the rental period, then the renter you must return the Equipment to the Owners rental office for inspection and written amendment by the Owner or Owners agent of the due-in date. This Agreement constitutes the entire agreement between the Renter and Owner. All prior representations and agreements between Renter and Owner regarding this rental are void.