

AGREEMENT - DRY HIRE SWEEPER

1. PARTIES

This agreement sets out the terms and conditions of this contract entered by the following parties:

THE HIRER	THE HIREE
Rosmech Sales & Service 30 Stanbel Road Salisbury Plain SA 5109 P: +61 8 8182 7777 E: enquiries@rosmech.com.au	
	CUSTOMER ORDER NUMBER

2. RENTAL SERVICES

The Hirer agrees to provide, and the Hiree agrees to hire the following:

VEHICLE TYPE:	Scarab Mistral Truck Mounted Street Sweeper	
FLEET NO:	TBA	
REGISTRATION NUMBER:	TBA	
READINGS AT START OF HIRE:	Truck Km:	
	Engine Hours:	
LAST SERVICE COMPLETED:	Date:	
	Truck Km:	
	Engine Hours:	
NEXT SERVICE DUE:	Truck Km:	
	Engine Hours:	
START DATE & TIME:	___ / ___ / ____ :__am/pm	
DURATION OF HIRE:	_____ days/weeks/months	
END DATE & TIME:	___ / ___ / ____ :__am/pm	
DAILY RATE: <i>Day rate based on 8-hour day / 5-day week, 40-hour week. Additional hours are charged when they exceed the agreed usage of the hire agreement. Additional Hours will be charged at \$90.00 + GST Per Hour of Usage.</i>	\$750.00 + GST per day (Hire period 1-5 days) \$650.00 + GST per day (Hire period 1-3 wks) \$600.00 + GST per day (Hire period 4-12 wks) \$550.00 + GST per day (Hire period 12+ wks) The above cost does not include servicing (please refer to the next page of the agreement for additional charges)	

3. OTHER PRODUCTS, SERVICES & CHARGES

The Hirer agrees to arrange, and the Hiree agrees to purchase the following:

DESCRIPTION	UNIT RATE
SWEEPER SERVICING COSTS The sweeper servicing costs are an additional charge to the daily rate. This charge is for scheduled maintenance servicing of the sweeper and auxiliary engine.	\$28.00 + GST per day (PLUS \$3.50 + GST per hour of additional usage)
CHASSIS SERVICING COSTS The chassis servicing costs are an additional charge to the daily rate. This charge is for the scheduled maintenance servicing of the cab chassis. <i>The km usage will be based on a 60km daily or 300km weekly (Mon-Fri/5-day week) allowance. All kms exceeding the daily/weekly allowance will be charged at the per km additional rate.</i>	\$18.00 + GST per day (up to 60km daily allowance) (PLUS \$2.25 + GST per hour of additional usage)
	Usage over 60km per day or 300km per week allowance \$0.30 + GST per additional km
MOBILISATION & DE-MOBILISATION CHARGES Transportation charges to the Hiree's nominated site (if required) are an additional charge to the daily rate and are calculated on an individual basis.	\$TBA + GST each way "Mobilisation costs will be calculated based on the distance from the Rosmech SA depot to the customer's location."
ADDITIONAL HOURS USAGE CHARGE Additional hours are charged when they exceed the agreed usage of the hire agreement. Additional hours are charged based on the hour meter reading.	\$90.00 + GST per hour of usage
STANDBY RATE CHARGE A Standby Rate can be negotiated when the vehicle is idle due to RDO as outlined in the Terms & Conditions.	\$300.00 + GST per day
REPLACEMENT BROOMS Charges apply for replacement of worn brooms as required during the hire and/or at the end of the hire. All brooms must be ordered through the Sales Department.	Side Broom P/N: UNI-FIT3 \$81.00 + GST each
	Wide Sweep Broom P/N: SCA-023168Z \$185.00 + GST each
CLEANING CHARGE Once off hire the machine is to be returned to Rosmech in pre hire condition. Charges will apply if additional cleaning is required by Rosmech.	\$185.00 + GST per hour (Minimum charge 6 hours)
FUEL CHARGE Truck (150L) & Sweeper Motor (115L) Delivered full and if not returned full, charges will apply.	Charge based on current market value (Approx. \$2.10 per litre)

4. INSURANCE

The Hiree (the customer) agrees to provide the appropriate level of insurance to a minimum value of \$500,000 and supply a valid copy of the certificate of insurance currency to Rosmech Sales and Service Pty Ltd. The Hiree (customer) Insurance certificate of currency must state the vehicle details as described on the above document and must nominate Rosmech as the beneficiary of the policy. Rosmech will not dispatch any machine before receiving the certificate of currency in writing (email accepted to enquiries@rosmech.com.au).

5. HIRE CHARGES

Hire charges apply from the time the equipment leaves Rosmech's premises or where agreement has been reached that the unit be delivered the time at which it arrives at your nominated site (mobilisation charges may apply) and until the equipment is returned to Rosmech SA Depot (or its authorised representative) or collected by a Rosmech Representative (if prior arrangements for collection have been made).

Hire charges apply for the duration of the period in which the unit is in the custody of the Hiree, hire rates are charged on a minimum of one (1) day and multiples thereof with an allowance of eight (8) hours per day as recorded on the machines hour metre, additional hours worked will incur a charge as detailed on page two (2) of this agreement. It is expected that the Hiree will undertake up to two (2) hours per week of running repairs without charge to Rosmech as well as scheduled servicing as required. Should any other maintenance or repairs outside this be required then an order number will need to be issued by Rosmech before such repairs proceed, where repairs are required due to damage or wear, the parts will be supplied by Rosmech and charged to the Hiree.

6. TOLL NOTICES & INFRINGEMENT FEES

It is the responsibility of the Hiree to cover all costs for any toll charges incurred when the equipment is on hire.

For toll notices, Rosmech will pay the outstanding fees on behalf of the Hiree and an administration charge of \$50 will be charged per notice in addition to the toll fees.

In the event Rosmech receives a speeding, parking or other traffic infringement relating to the period the vehicle is on hire, Rosmech will provide the Hiree details of the infringement as soon as practical. Rosmech will provide the necessary information to the relevant authority for such notices to be directed to the Hiree. An administration charge of \$50 will be charged to the Hiree for transfer of liability of the notice to the Hiree.

The Hiree has the right to challenge, dispute, query, or object to the alleged offence to the issuing enforcement authority.

7. OFF HIRE

It is the responsibility of the Hiree to notify when finished with plant in writing via email to enquiries@rosmech.com.au. If after 10.00am, it will be deemed to be using the equipment for that day.

8. WEEKEND HIRE RATES

Unless weekend usage is outlined in the Rental Agreement, weekend usage rates are charged out as outlined:

1 – 5 Hours usage: Charged at the hourly charge outlined in the Rental Agreement

Over 5 Hours usage: Charged at the daily hire rate outlined in the Rental Agreement. Additional hours over the 8-hour day limit will be charged at the hourly charge outlined in the Rental Agreement

9. MOBILISATION / DEMOBILISATION

Mobilisation and De-mobilisation of the vehicles to the Hiree's nominated site can be organised. The costs will be negotiated and agreed prior to the commencement of the hire period. The charges will be outlined on the Rental Agreement.

In the event the Rental Agreement is cancelled prior to the commencement of hire, cancellation charges may apply as outlined in the Cancellation Policy.

10. CANCELLATION POLICY

The cancellation charges that apply to a confirmed reservation will be charged as outlined:

a) 100% of the Mobilisation charge will be charged if the vehicle has already been moved ready for commencement of hire.

b) 100% of the Mobilisation charge if Rosmech has already incurred travel costs associated with the mobilisation of the vehicle.

c) A minimum Mobilisation charge of \$1,750 (subject to location) if the mobilisation was included at no charge for eligible long-term rental periods as outlined in the Rental Agreement.

d) An administration fee of \$50 will be charged to the Hiree for cancellation of a confirmed reservation. Should the Hiree decided to voluntarily return the vehicle (including vehicle keys) to the location specified in the Rental Agreement prior to the expiry of the hire term, the Hiree will not be charged hire charges after the date of return.

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11. SUNDRY & OTHER CHARGES

Equipment returned in an unclean condition will be cleaned and costs charged to the Hiree. Equipment will be supplied with all fuel tanks full, and should be returned with fuel tanks full, otherwise a charge for re-fuelling the unit will be incurred. Consumables, including ground-engaging tools will be charged at the Hiree's expense.

12. OPERATING INSTRUCTIONS

Rosmech understands that the Hiree will utilise experienced competent and licensed plant operators and as such will provide operator instruction information and a brief run up on how to operate the hired unit. Should extensive training be required due to inexperienced operators being utilised then this training can be provided but will be chargeable at Rosmech's standard hourly rate.

13. RESPONSIBILITIES

It is the responsibility of the Hiree to securely house the hired equipment to reasonably protect it against theft and malicious damage, where such damage is incurred an insurance claim will be lodged against the Hirees insurance policy and the relevant excess will be payable by the Hiree.

14. GOODS & SERVICES TAX (GST)

In addition to any amount or consideration expressed as payable, Rosmech is required by law to charge GST at the prevailing rate on the supply of goods and or services under this agreement and recover from the Hiree the amount of such GST. Any GST chargeable under this clause is payable by the Hiree at the same time as the amount or consideration payable on the supply to which it relates is payable by the Hiree.

15. PRICE CHANGES

Rosmech reserve the right to change rates at any time without notice. Rates for equipment on hire will not change without notification.

16. PAYMENT TERMS

Rosmech will charge out the hire of the machine weekly in arrears. Your first invoice from Rosmech will contain the hire and mobilisation charges (if applicable).

Payment terms are as Follows:-

- 1) Rosmech trading terms are fourteen (14) days from date of invoice.
- 2) All Non-Government Hirees –
 - a) Rosmech require pre-authorisation of a credit card for \$5.00 returnable upon completion of the hire period. Should there be out of the ordinary expenses this covers Rosmech for any out-of-pocket expenses incurred during and after the hire.

17. SPECIAL COMMENTS / CONDITIONS

This machine has been through Rosmech's workshop and is supplied in good mechanical order. Upon handover, Rosmech's representative and your nominated representative shall conduct a thorough examination of the machine and note any defects, faults, or issues on the Rosmech SDH checklist (page 5), this must be signed by the Hiree and the Rosmech representative.

Supplied with this machine are photographs of the machine in the condition it is being delivered. Any damage or mistreatment remains the responsibility of the Hiree and charges will apply for rectification work.

18. FAIR WEAR AND TEAR

Rosmech do not accept any claim for fair wear and tear whatsoever as the unit supplied has come via Rosmech's workshop and all functions are in good operational condition. This means the unit is used at the Hiree's discretion, so should the unit be utilised by an inexperienced operator or an operator with no care then damage is likely to occur, and this will be at the Hirees expense and will be charged accordingly upon return of our equipment to operational condition.

19. TERMINATION

Upon termination of the hire period and handover of the unit back to Rosmech, Rosmech's representative will conduct a thorough examination of the machine. Accordingly, any excessive wear or damage to the machine during the hire period will incur a charge based on costs involved in restoring the machine back to the condition it was hired in.

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20. PRIVACY

Rosmech is bound by, and committed to supporting, the National Privacy Principles and the requirements of the Privacy Amendment (Private Sector) Act 2000. The objective of Rosmech is to both support and to ensure that it complies with the National Privacy Principles that form the basis of laws introduced to strengthen privacy protection for the general public.

21. SWEEPER OPTIONS FITTED TO THIS MACHINE

Please list options below:

22. SAFETY OPTIONS FITTED TO THIS MACHINE

Please list options below:

ADDITIONAL NOTES:

23. ACCEPTANCE

The Hiree agrees to be bound by all the terms and conditions of this agreement including any clauses. The Hiree acknowledges that he/she is absolutely liable for maintaining insurance coverage identified above and furthermore is responsible for any damage irrespective of who is at fault. In the event that any damage is excluded under Insurance Exclusions, the Hiree accepts that they will be liable to pay the full cost relating the damage.

NAME: _____

NAME: _____

SIGNATURE OF THE HIRER (Rosmech)

SIGNATURE OF THE HIREE (Customer)

DATE: ____ / ____ / ____

DATE: ____ / ____ / ____

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TERMS & CONDITIONS

VEHICLE DESCRIPTION

The Hirer will let, and the Hiree will take the vehicle, details of which are described in the Hire Agreement.

DURATION OF HIRE / AMENDMENTS TO HIRE

- a) The term of hire shall commence and cease at the time and dates specified in the Rental Agreement. Vehicle charges are on a 24-hour basis. The first hour of late return is free, thereafter a full day's hire applies.
- b) Rates and conditions written in our printed material or published on our website are correct at the time of publishing and are subject to change without notice. However, (subject to changes in legislation or errors) the Hirer will not alter rates applicable to your rental once the booking has been confirmed, unless a booking is amended by the Hiree.
- c) All amendments are subject to approval by the Hirer. If a reservation amendment occurs and the hire period is reduced and or drop off location altered, the rate may be recalculated. Rate recalculations are based on the current applicable rate for the vehicle.
- d) The Hirer must authorise any rental extension beyond that specified in the Rental Agreement prior to the return of the vehicle. All extensions are subject to availability and must be requested at least 72 hours prior to the original drop off date on the rental agreement. Where possible, the Hirer will oblige. Failure to comply will result in a penalty fee of up to \$500.00 to the Hiree for the unauthorised extension in addition to the current daily rental rate and usage charges.
- e) The Hirer reserves the right to recalculate the de-mobilisation fee if the vehicle has been returned to a different location than what was agreed.

PERSONS WHO MAY DRIVE THE VEHICLE

- a) The vehicle may be driven during the period of hire, only by the Hiree or authorised drivers who represent the company or organisation of the Hiree and only if they hold a current and valid driver's licence appropriate for the vehicle.
- b) All authorised drivers are bound by the terms and conditions of the hire and must carry their driver's licence with them when driving.

OBLIGATIONS OF THE HIREE

- a) The Hiree shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is securely locked when not in use.
- b) The Hiree shall ensure that daily pre-start checks are completed on the vehicle to ensure the vehicle is in safe, working order before using the vehicle.
- c) Smoking and or animals are not permitted in the vehicle at any time. The Hirer reserves the right to charge a minimum vehicle cleaning fee of \$870.00 in the case of failure to comply with these policies.
- d) Children are not permitted in the vehicles at any time.
- e) It is the Hiree's responsibility to be aware and act in compliance with the Australian laws, rules and regulations.
- f) The Hiree is responsible for the cost of fuel used during the hire. The vehicle should be returned with a full tank otherwise the Hiree will be liable for the cost to refuel the vehicle.
- g) For any damage to the vehicle, it's accessories or spare parts, the Hiree must notify the Hirer of the full circumstances of the damages as soon as practical but within a maximum of 12 hours from the time the Hiree has knowledge of the damage. All necessary paperwork required by the Hirer must be completed by the Hiree before the termination of the hire. Failure to do so will result in the possibility of the Hiree being fully liable for the damage.
- h) If there is a defect or mechanical failure of the vehicle during the hire, the Hiree must notify the Hirer within 12 hours. If the Hiree fails to notify the Hirer within this time, then the Hiree waives the Hirer's obligations to investigate the issue of which the Hiree will be liable for any resulting damage and will not be eligible for any credits prior to the time of notification.

HIRER'S OBLIGATIONS

- a) The Hirer shall supply the vehicle in a safe, roadworthy, and operational condition.
- b) The Hirer shall supply the vehicle with current registration and insurances.

MECHANICAL BREAKDOWN ASSISTANCE

- a) All mechanical breakdowns are covered under warranty by Rosmech Sales & Service Pty Ltd and include the following:
 - i. Engine faults
 - ii. Electrical faults
 - iii. Cooling system
 - iv. Sweeping system
 - v. Vehicle recovery
- b) All non-mechanical breakdowns are subject to relevant call out fees charged by Rosmech Sales & Service to the Hiree and include but are not limited to the following:
 - i. Out of fuel / incorrect fuelling of the vehicle
 - ii. Wheels and tyres
 - iii. Keys being lost or locked inside the vehicle
 - iv. Flat batteries as a result of the lights or keys being left on
 - v. A breakdown as a result of damage caused in an accident
 - vi. Engine Failure - Catastrophic event - Human Error - evidence based - e.g. - Oil Testing
 - vii. Automatic Transmission - Catastrophic failure - Human Error - Evidence based - e.g. water ingress - blocked Radiator

MECHANICAL REPAIRS

- a) If warning lights appear in the vehicle the driver must cease driving as soon as practical and inform the Hirer immediately.
- b) If the vehicle becomes unfit to drive due to breakdown that was not at fault of the Hiree, the Hirer will not charge for the period during which the vehicle could not be used. The Hirer will undertake to arrange the repair of the vehicle as soon as practicable.
- c) If there is a defect or mechanical failure of the vehicle during the hire, the Hiree must notify the Hirer immediately. If the Hiree fails to notify the Hirer then the Hiree waives the Hirer's obligation to investigate the issue of which the Hiree will be liable of any resulting damage.
- d) The Hiree shall not arrange or undertake any repairs without the Hirer's prior authority except to prevent further damage to the vehicle or to other property.
- e) If the Hiree has incurred costs to immediately repair the vehicle but the Hiree is not liable for the repairs, the Hiree must inform the Hirer within a maximum 12-hour period or forfeit the right to seek reimbursement. The Hiree must present any invoices, receipts and service dockets to the Hirer.
- f) The Hiree is not permitted to instruct any person to interfere with any mechanical aspect of the vehicle including, but not limited to, the distance recorder, speedometer, engine, transmission, braking or suspension systems of the vehicle.

ACCIDENTS & NEW DAMAGE

- a) In the event of an accident or new damage the Hiree must:
- The Hiree must Notify the Hirer of the full circumstances as soon as practical, but within a maximum of 12 hours from the time that the Hiree has knowledge of the damage or requirement of repairs.
 - Notify the State Police and request they attend the scene to determine liability.
 - Where possible, take some photos of the accident site and the damaged vehicles.
 - If the State Police could not attend, call into the closest Police Station to report the incident and obtain a report.
 - The Hiree must not make any admission of liability.
 - Record the full details of all parties including witnesses and the vehicles involved in the accident.
 - Complete their written statement of the accident circumstances.
 - Contact their Insurance Company and make arrangements to complete the necessary insurance claim documents.
- b) Damage includes any and all damage to third party property, damage to the rented vehicle including tyres, windscreens, recovery costs, theft, fire, break-in or vandalism.
- c) Your Insurance Excess is applicable regardless of who is at fault and must be paid when lodging a claim with the Hiree's Insurance Company.
- d) The Hiree's assistance may be required if liability is being disputed by the at fault party, which means you may be required to attend a disputes tribunal hearing in person or via telephone conference.
- e) Any underbody damage and or recovery of a vehicle which has become bogged or immovable due to going off-road is not covered under the insurance cover, therefore the Hiree is fully responsible for these costs.
- f) Any roof damage due to entering low laying buildings or objects with height restrictions is a failure by the Hiree to comply with the restrictions, therefore the Hiree is fully liable for these costs.
- g) The Hirer reserves the right to charge a fee in addition to any other costs if the vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, rivers, flooded fords or salt water.
- h) Failure to advise of an accident or new damage and complete the relevant claim forms prior to the termination of the hire, the Hiree will incur a fee of up to \$500 claim handling fee and will result in the Hiree becoming fully liable for all costs.
- i) If the vehicle is rendered unfit to drive after an accident, the provision of a replacement vehicle shall be at the Hirer's sole discretion. The Hirer shall not be responsible for the cost of transporting the Hiree and any accompanying passengers away from the accident location.
- j) In the event that the Hirer decides to offer the Hiree an alternate vehicle, the Hiree will be required to enter into a new hire agreement and will occur recovery of damage vehicle costs and mobilisation fee (page 2) of the new vehicle which may be claimed with the Hiree's Insurance Policy.
- k) The Hiree shall be obligated to accept a quotation for repairs as proof of quantum for the damages caused to the Hirer's vehicle.

LIABILITY

- a) The Hiree is liable for:
- Any loss of, or damage to, the vehicle and it's accessories.
 - Any consequential damage, loss or costs incurred by the Hirer, including loss of ability to re-hire and loss of revenue.
 - Any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.
 - Any loss or damage to any accessories on hire.
- b) The Hiree agrees to release and indemnify the Hirer from and against all actions, claims, demands, losses, damages, costs expenses, harm or other misadventure which the Hiree may suffer, incur or become liable for as a result of the use or misuse of the vehicle.

INSURANCE

The Hirer is not providing insurance cover to the Hiree. The Hiree manages the insurance provided under their Policy. In the event of damage to the vehicle, the Hiree agrees to immediately contact, and inform the Hirer (Rosmech).

- a) Insurance is not offered by the Hirer; the Hiree will make his or her own insurance arrangements provided these are approved by the Hirer. If the Hirer is not satisfied that the Hiree's insurance is comparable with the Hirer's insurance cover, the Hirer may decline the request.
- b) The Hiree's liability for damage applies in respect of each separate accident or new damage.
- d) The excess payable by the Hiree is their Basic Insurance Excess and is payable for each and every new damage involving the vehicle.

INSURANCE EXCLUSIONS

The following clauses are not covered by the Hiree's insurance policy and/or the event itself voids the insurance cover, therefore the Hiree is fully liable for all costs.

- The driver of the vehicle is under the influence of alcohol or any drug that affects their ability to drive the vehicle.
- The vehicle is in an unsafe or un-roadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the Hiree or driver was aware or ought to have been aware of the unsafe or un-roadworthy condition of the vehicle.
- The vehicle is operated by any person who at the time is disqualified from holding or has never held a driver's licence appropriate for that vehicle.
- The vehicle including its accessories and spare parts is wilfully or recklessly damaged or lost due to wilful or reckless behaviour by the Hiree or any person driving under the authority of the Hiree. (Note: Damage to tyres, rims, burning out a clutch and any damage arising from using the vehicle to propel any other vehicle are regarded as wilful or reckless damage).
- The vehicle is operated on any unformed roads including any beach.
- At any time the vehicle was operated beyond the term of the Rental Agreement or any unauthorised extension of the term, or at any other time or circumstances notified by the Hirer to the Hiree.
- The authorised drivers, or person under the Hiree's authority commits a reckless driving offence when driving or operating the vehicle.
- The vehicle, property or any other vehicle is damaged in circumstances which are illegal in Australia.
- The vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, rivers, flooded fords or salt water.
- Continuing to drive a vehicle if a warning light appears causing more damage to the vehicle.
- Costs to replace keys which have been lost or the retrieval of keys which have been locked inside the vehicle.
- In the event of a single vehicle accident, the Hiree is aware they are liable for any recovery costs of the vehicle.
- Hiree's personal belongings are not covered.
- The incorrect filling of fluid or fuel tanks is not covered.
- Cleaning of the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorising.
- Any underbody damage and or recovery of a vehicle which has become bogged or immovable due to off roading of the vehicle.
- Any roof damage due to entering low laying buildings or objects with height restrictions.
- Failure to advise of an accident or new damage and complete the relevant claim forms prior to the termination of the hire.
- The Hiree acknowledges that by signing this agreement that the Hiree is aware of these exclusions.

TOLL NOTICES & INFRINGEMENT FEES

- a) In the event that the Hirer receives an unpaid Toll Notice relating to the period the vehicle was on hire, Rosmech will pay the outstanding fees on behalf of the Hiree and an Administration fee of \$50 will be charged per notice in addition to the toll fees.
- b) In the event the Hirer receives an infringement notice of a speeding, parking or other traffic infringement relating to the period the vehicle was on hire, the Hirer will:
- The Hirer will notify and provide the Hiree details of the infringement notice as soon as practical.
 - Provide the necessary information to the relevant authority for such notices to be directed to the Hiree.
 - An administration fee of \$50 will be charged to the Hiree for transfer of liability of the notice to the Hiree.
- iv. The Hiree has the right to challenge, dispute, query or object to the alleged offence to the issuing enforcement authority.

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PAYMENTS BY HIREE

- a) The Hiree shall pay the Hirer the agreed sum specified in the Rental Agreement.
- b) The Hiree is liable for any damage or missing accessories. The replacement cost will be based on the current retail replacement value at the time of the loss.
- c) Your Insurance Excess is applicable regardless of who is at fault and must be paid at the time the accident is reported, not at the completion of the rental.
- d) Any events excluded under the *Insurance Exclusions* clause, are not covered by insurance therefore the Hiree is fully liable for all costs associated with the event.
- e) In addition to the payments specified on the Rental Agreement, the Hiree acknowledges that they shall be liable to pay the Hirer any applicable additional fees. These fees include, but are not limited to:
 - i. \$50 Administration fee per Speeding, Parking or Traffic Infringement.
 - ii. \$50 Administration fee per Toll Notice in addition to the toll costs.
 - iii. The cost of fuel if the vehicle is returned not full.
 - iv. Unauthorised extensions fee up to the value of \$500 in addition to the current daily rental rate.
 - v. Claim handling fee up to the value of \$500 for failure to advise of an accident or new damage and complete the relevant claim forms prior to the termination of the hire.
 - vi. The Hirer reserves the right to charge a minimum \$5,000 damage fee for water, sand and/or oxidation (rust) addition to any other costs if the vehicle, including its accessories and spare parts are damaged as a result submersion in water, including crossing creeks, rivers, flooded fords or salt water.
 - vii. Minimum \$200.00 Cleaning fee for the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorising.
 - viii. Cancellation charges as outlined in the Cancellation Policy
- f) The Hirer will invoice the charges set out in the *Payments by Hiree* clause during the term of hire and the final charges will be invoiced at the conclusion of the hire. The Hiree may pay such charges as agreed with the Hirer and such choice shall be at the Hirer's sole discretion.
- g) The Hiree expressly and irrevocably authorises the Hirer to invoice all charges determined by the Hirer to be payable under this Rental Agreement.
- h) The Hiree agrees that in the event of a dispute arising as to whether a fee has been appropriately charged to the Hiree's account or credit card, the Hiree will contact the Hirer directly prior to the payment due date, to discuss whether the charge has been applied in error.
- i) If the Hiree fails to pay any money due under or in connection with the Rental Agreement within 30 days for account holders or 7 days for cash sale accounts, the Hirer may, without prejudice to any other rights or remedies the Hirer may have or be entitled to, charge the Hiree additional costs as outlined:
 - i. Interest at 10% (compounded daily) on the total amount owing from the expiry of 14 days from the date the Hiree was required to pay the money to the date of payment.
 - ii. All costs for the collection of any unpaid money by a debt collection agency or other external or legal agency will be at the Hiree's cost.

Please Note: We accept most major Credit Cards including VISA and MasterCard (2% surcharge applies)

USE OF THE VEHICLE & ADDITIONAL ITEMS

The Hiree must not use or permit the vehicle to be used for carriage of passengers for the hire or reward. The Hiree must not:

- a) Assign, sublet or hire the vehicle to any other person.
- b) Allow the vehicle to be operated outside his or her authority.
- c) Operate the vehicle or permit it to be operated in breach of any act, regulations or laws relating to road use and road traffic.
- d) Operate the vehicle or allow it to be operated in any race, speed test, rally or contest.
- e) Operate the vehicle or allow it to be operated for the transport of more than the number of passengers or more than the gross vehicle mass.
- f) Drive or allow the vehicle to be driven, by any person if at the time of driving the vehicle, is not a holder of a current driver's licence appropriate for the vehicle.
- g) Operate the vehicle or allow it to be operated to tow or propel any other vehicle.

ACCESSORIES

- a) Due care should be taken with any accessories while hired from the Hirer. Do not leave items such as GPS in sight when the vehicle is unattended.
- b) The Hirer is not responsible for any harm, damage, loss or misadventure that occurs as a result of the use or misuse of any of the vehicle accessories.
- c) The Hiree is liable for any damaged or missing accessories. The replacement cost will be based on the current retail replacement value at the time of loss.

BOND (if applicable)

- a) A bond may be payable if outlined in your Rental Agreement
- b) The bond is fully refundable provided the vehicle is returned on time to the correct location clean and tidy, undamaged and with a full fuel tank/s.
- c) The Hirer reserves the right to hold the bond for a set period no greater than four (4) weeks after the termination of the rental period to cover the cost of un-notified infringements or damage to third party vehicles or their property.
- d) Where a third-party causes damage, the Hiree is liable for damages as specified in their Rental Agreement. While the Hirer will take reasonable steps to recover the damages from the at fault party, there is no guarantee that these damages will be recovered, therefore the bond will be banked and only refunded once we receive full recovery from the other party.
- e) A debit card is not sufficient for bond and/or security.

RETURN OF VEHICLE & TERMINATION OF THE HIRE

- a) Should the Hiree decide to voluntarily return the vehicle (including vehicle keys) and accessories to the location specified in the Rental Agreement prior to the expiry of the hire term, the Hiree will not be charged hire charges after the date of return.
- b) The Hirer must authorise any rental extension beyond that specified in the Rental Agreement prior to the return of the vehicle. All extensions are subject to availability and must be requested at least 72 hours prior to the original drop off date on the Rental Agreement, where possible the Hirer will oblige. Failure to comply will result in a minimum Unauthorised Extension fee of up to \$500 in addition to the current daily rental rate.
- c) The Hirer reserves the right to amend the Mobilisation/De-mobilisation fees if the Hiree changes the location than what was agreed.
- d) The Hirer shall have the right to terminate the agreement and repossess the vehicle, including towing charges, in any of the following circumstances:
 - i. The Hiree is in breach of any material term in this agreement.
 - ii. The Hiree has obtained the vehicle through fraud or misrepresentation.
 - iii. The payment for the rental is more than 30 days in arrears and no prior arrangement or agreement has been made.
 - iv. The vehicle appears to be abandoned.
 - v. The vehicle is not returned on the agreed return date and no prior arrangement or agreement has been made.
 - vi. The vehicle is damaged, or the Hirer considers on reasonable grounds, that the vehicle is endangered.

In the event of such termination or repossession, the Hiree has no right to a credit or refund of any part of the rental charges. The termination of the hire under this clause shall be without prejudice to the other rights of the Hirer under this agreement or otherwise.

RELEASE AND INDEMNITY OF THE HIRER

- a) The Hiree releases the Hirer and its employees and agents from any liability to the Hiree, for any loss or damage incurred by the Hiree by reason of rental, possession and use of the vehicle.
- b) The Hiree hereby indemnifies and shall keep indemnified the Hirer and its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by the Hiree by reason of the Hiree's use and/or possession of the vehicle.
- c) Any indemnity required of the Hiree shall not operate to indemnify the Hirer in respect of any negligent act by the Hirer.

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CANCELLATION POLICY

The cancellation charges that apply to a confirmed reservation will be charged as outlined:

- a) 100% of the mobilisation charge if the vehicle has already been moved
 - b) 100% of the mobilisation charge if Rosmech has already incurred travel costs associated with the mobilisation of the vehicle
 - c) A minimum mobilisation charge of \$1,750.00 (subject to location) if the mobilisation was included at no charge for eligible long-term rentals as outlined in the Rental Agreement.
 - d) An administration fee of \$50 will be charged to the Hiree for cancellation of a confirmed reservation.
- Should the Hiree decide to voluntarily return the vehicle (including vehicle keys) and accessories to the location specified in the Rental Agreement prior to the expiry of the hire term, the Hiree will not be charged hire charges after the date of return.

RATES / TERMS & CONDITIONS

Are subject to change without notice.

AUSTRALIAN PRIVACY ACT

When collecting information, the Hirer is bound by and is committed to supporting the National Privacy Principles and the requirements of the Privacy Amendment (Private Sector) Act 2000. The objective of Rosmech is to both support and to ensure that it complies with the National Privacy Principles that form the basis of laws introduced to strengthen privacy protection for the general public.

Information is correct at time of printing but is subject to change without notice.

The Hiree acknowledges that any additional fees or charges charged under this Rental Agreement is based on the Hirer's genuine and reasonable pre-estimation of loss or damage.

We understand and accept the terms and conditions

NAME: _____

SIGNATURE OF THE HIREE (Customer)

DATE: ____ / ____ / ____

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