

Special Conditions Relating to Hiring of Motor Vehicles ("Motor Vehicle Special Conditions")



These Motor Vehicle Special Conditions apply where the Hirer is hiring Motor Vehicles from Select Plant Australia Pty Ltd ("Select") and are in addition to the terms incorporated in any Hire Schedule, including any General Terms and Conditions or the Credit Account Application Terms and Conditions or both (and any other Special Conditions).

To the extent of any inconsistency between the terms in the Special Conditions and the General Terms and Conditions or the Credit Account Application Terms and Conditions, these Special Conditions will take precedence.

Unless otherwise defined, capitalised terms in these Special Conditions have the meaning given to them in the General Terms and Conditions (as attached to these Special Conditions).

1. Definitions

- (a) The following definitions apply in these Special Conditions, in addition to the definitions set out in the Agreement:
 - (i) **Authority** means any Commonwealth, State, Territory or local government, or other body, authority or person, statutory or otherwise.
 - (ii) **Additional Driver** means a person other than the Hirer who drives or uses the Motor Vehicle (including any employees, contractors, agents or other third parties) as nominated in writing by the Hirer to Select from time to time.
 - (iii) **Authorised Driver** means the Hirer and any Additional Driver.
 - (iv) **Legislative Requirements** means all laws, legislation, ordinances, regulations, bylaws, orders, rules and other subordinate legislation, approvals, codes and relevant Australian, international and industry standards.
 - (v) **Limited Damage Waiver Special Conditions** means the supplementary limited damage waiver terms and conditions that apply to the Agreement where agreed to between Select and the Hirer.
 - (vi) **Motor Vehicle** means the Plant and Equipment hired by the Hirer that is a car, truck, utility, caravan, van, trailer, bus, water-cart, vehicle (including Road Registered Plant) or such other Plant and Equipment that is required to be registered with an Authority (including any conditional registration).
 - (vii) **OHM** means Select's overheads and margin.
 - (viii) **Road Registered Plant** means any plant or equipment that is required to be registered with an Authority (including any conditional registration).

2. General Requirements

The Hirer acknowledges and agrees that:

- (a) only Authorised Drivers will drive the Motor Vehicle;
- (b) has a duty to protect the health, safety and welfare of its employees and any member of the public affected by its activities; and
- (c) all Authorised Drivers are required at all times to operate Motor Vehicles in a manner that is safe, responsible and entirely without incident and in compliance with all Legislative Requirements;
- (d) all Authorised Drivers are responsible for their own safety, the safety of passengers, any third-party claims relating to the use of the Motor Vehicle, the Motor Vehicle and the safety of members of the public who may be affected by the actions of the Hirer or any Authorised Driver;
- (a) once the Motor Vehicle has been hired to the Hirer (either on the Hire Date set out in the Hire Schedule or delivery

date, whichever is sooner), the Hirer and any Authorised Driver using the Motor Vehicle will be responsible for the ongoing roadworthiness of the Motor Vehicle and its operation as demanded by any Legislative Requirements; and

- (e) except for specific and designated Road Registered Plant as advised by Select, before a Motor Vehicle is allocated or delivered to the Hirer, the Hirer must complete, sign and return to Select the Driver Information Declaration and Motor Vehicle Allocation Acceptance details (refer to Appendix A of these Special Conditions).

3. Authorised Drivers

The Hirer is responsible for the acts, omissions and conduct of each Authorised Driver and any other person that the Hirer or any other Authorised Driver allows to drive the Motor Vehicle and neither the Hirer nor any unauthorised driver will have the benefit of the LTD Waiver (as defined in the Limited Damage Waiver Special Conditions) if the Hirer or an Authorised Driver allows an unauthorised driver to drive the Motor Vehicle.

4. Driver Eligibility

- (a) In addition to the Hirer's obligations in the General Terms and Conditions relating to licensing, competency, certifications and qualifications, the Hirer is responsible for ensuring that:
 - (i) all Authorised Drivers must at all times hold a current and valid licence, competency, certification or qualification (not being a restricted licence, learner's licence, provisional or probationary licence) to drive the Motor Vehicle;
 - (ii) all Authorised Drivers are insured under the Hirer's insurance policy (unless a LTD Waiver applies to the hire).
- (b) The Hirer will ensure that it revokes use of any Motor Vehicle to any Authorised Driver if:
 - (i) the Authorised Driver fails to comply with any Legislative Requirement;
 - (ii) the Authorised Driver's licence, certification, competency, certification or qualification is revoked, expires or is otherwise disqualified or invalid for any reason;
 - (iii) the Authorised Driver fails to meet acceptable driving standards or is otherwise repeatedly involved in road traffic incidents; or
 - (iv) the Authorised Driver has shown disregard for public or personal safety, or any property belonging to other parties.

5. Use of Motor Vehicles and Road Registered Plant

- (a) The Hirer acknowledges and agrees that:
 - (i) the Motor Vehicles provided are not intended to be used for private use and do not hold any special licencing or requirements to permit vehicles to be used for paying fare or to be part of a journey that is covered by a paid fare;
 - (ii) any private use may interfere with the Hirer's ability to make a claim under certain insurance policies as some activities and use may be excluded from any business-related insurance policy;
 - (iii) the use of Motor Vehicles for fare paying passengers or as part of journey paid for by fare paying passengers (which in some states and territories includes courtesy buses or community services) may require additional certification, bus

accreditation plates, operator accreditation, government authority or authorisation, authority inspections, requirement for higher licence classes to operate, additional accreditation and/or additional fittings to Motor Vehicles over and above that being provided as standard. The registration of the vehicles may also require upgrading to consider additional costs in respect of compulsory third party insurance;

- (iv) Select does not provide any warranty or guarantee that the Motor Vehicles can be used for any fare paying passengers or as part of journey paid for by fare paying passengers and the Hirer releases Select from any liability arising from or in connection with any use of the Motor Vehicles in this manner by the Hirer or any Authorised Driver;
- (v) it is the Hirer's responsibility to ensure that the Motor Vehicles meet the requirements of any Authority with respect to the use of the Motor Vehicles for any fare paying passengers or as part of journey paid for by fare paying passengers, at the Hirer's cost;
- (vi) additional roadworthy inspections may also be applicable; and
- (vii) any Road Registered Plant hired by the Hirer:
 - (A) will only be used exclusively within the confines of projects or construction sites, including any unloading or loading areas specifically covered by conditional registration; and
 - (B) will not be driven or used on any public roads other than designated and approved loading areas adjacent to the project or construction site as advised to Select at the commencement of the hire.
- (b) The Hirer is responsible for advising any Authorised Driver of any restrictions around use of the Motor Vehicle, including any restrictions or use that may limit or void any insurances (or with respect to any LTD Waiver, if such LTD Waiver applies).
- (c) The Hirer is responsible for procuring all insurances for all Motor Vehicles, passengers and third party responsibilities, including public liability insurance and motor vehicle or plant and equipment insurance.
- (d) Motor Vehicles are not to be used by any Authorised Driver for any wilful or deliberate or criminal acts, illegal purposes, dangerous or reckless driving, off road, trials, rally, racing, contest, speed testing or driving instruction purposes.
- (e) Authorised Drivers must not:
 - (i) dispose of, transfer or sell the Motor Vehicle;
 - (ii) provide false information in regards to the Motor Vehicle;
 - (iii) claim to have any interest (including any legal, proprietary or security interest) or purport to transfer any such interest in the Motor Vehicle;
 - (ix) carry any dangerous and/or flammable goods within the Motor Vehicle;
 - (x) use the Motor Vehicle in contravention of any Legislative Requirements;
 - (xi) leave the keys or tags in the Motor Vehicle;
 - (xii) leave the Motor Vehicle unattended following an accident;
 - (xiii) modify, tamper with, tow or repair the Motor Vehicle without express authorisation from Select; or
 - (xiv) transport any animals within the Motor Vehicle.

6. Fines and Infringement Notices

- (a) The Hirer is responsible for all toll charges, parking charges, cleaning fees, fines, infringements or any similar charges ("Penalties") incurred by any Authorised Driver relating to or in connection with the Motor Vehicle and the Hirer will liable to pay Select any administrative charge for each traffic or parking-related fine or penalty infringement notice that is processed by Select.
- (b) In the event that Select is issued with any Penalties relating to the use of the Motor Vehicle while the Motor Vehicle is on hire to the Hirer, these will be redirected to either the Hirer or any Authorised Driver, at Select's discretion (and without any prior consultation with the Hirer), within a reasonable time after receipt.
- (c) Select will not be liable or responsible for any additional costs incurred by the Hirer arising from or in connection with any Penalties, including for any late payment or late issue.
- (d) In the event that the Hirer or Authorised Driver nominates a driver responsible for the Motor Vehicle, such driver will be held personally accountable for any Penalties and for providing details of any passengers, if reasonably required by Select.

7. Telematics

The Hirer acknowledges and agrees that:

- (a) each Motor Vehicle (except for certain Road Registered Plant) is fitted as standard with an In Vehicle Management System (IVMS) which may track location, provide odometer readings and can be used to be notified of reckless and dangerous driving (excessive accelerating and braking, speeding etc);
- (b) certain Road Registered Plant may have alternative trackers installed more suitable to construction activities;
- (c) It will ensure that any telematics or tracking system is not modified, turned off or tampered with at any time;
- (d) notwithstanding the existence of such telematics or tracking system, Select is not responsible for notifying the Hirer of any infractions or improper use by any Authorised Driver;
- (e) Select may use the data it obtains from such telematics or tracking system for any reasonable purpose (including for any internal business purpose);
- (f) it may request view only access to telematics systems for Motor Vehicles hired by the Hirer and if so required, this must be noted in the Hire Schedule (including the provision of any additional tags) and may be provided by Select at an agreed additional fee.

8. Driver Responsibilities

The Hirer acknowledges and agrees that:

- (a) all Motor Vehicles must be kept in a clean and tidy condition (both external and internal) and the Hirer must indemnify Select for any additional charges for professional cleaning or sanitising which Select incurs as a result of the Motor Vehicle being returned with any noticeable food, drink, animal, sand, smoke, vape or any other similar dirt, stains or smells;
- (b) all Authorised Drivers must:
 - (i) drive courteously, obey all Legislative Requirements and conduct themselves in a responsible and respectful manner (including with regards to the public);
 - (ii) be in good health and eyesight (always wearing any necessary corrective glasses or lenses) when driving and not be affected by any illegal

substance, drugs or alcohol;

- (iii) keep the Motor Vehicles locked and secure when unattended and take all reasonable precautions to safeguard the keys and any tags, including keeping the keys and any tags in a locked and secure environment at all times;
- (c) it will carry out daily, weekly, and monthly checks (including lubrication and similar actions) at the Hirer's cost as detailed in any prestart documentation or as per manufacturer's recommendations;
- (d) it (and its Authorised Drivers) must promptly report any faults, issues, defects or damage to Select without any delay;
- (e) it (and its Authorised Drivers) will not add any stickers, decals or additional items to the Motor Vehicle;
- (f) it (and its Authorised Drivers) will not remove any stickers, decals or additional items from the Motor Vehicle without Select's express written consent; and
- (g) it (including any other Authorised Driver) must make the Motor Vehicle available for any required inspections conducted by Select or any registration activities advised by Select to the Hirer from time to time.

9. Emergency Repairs

The Hirer (or any Authorised Driver) must report any emergency repairs to Select without delay and the Motor Vehicle must not be driven (and should be tagged out of service) if there are any faults or issues that may put anyone at potential risk of injury or death, or that may further damage the Motor Vehicle.

10. Vehicle Maintenance

- (a) Unless otherwise stated in the Hire Schedule, all scheduled servicing during normal working hours is included in the Hire Fee. This is subject to the Motor Vehicle being located within 75km of a Select depot or a Select approved service centre.
- (b) If the Motor Vehicle is located more than 75km from a Select depot or Select approved service centre, additional costs to the Hirer may apply for servicing or maintenance in regional or remote areas.
- (c) Motor vehicles must be maintained by the Manufacturer (OEM) or an authorised service provider routinely in accordance with the manufacturers recommended intervals. Select will advise the Hirer when the Motor Vehicle is nearing its next service.
- (d) It is the responsibility of the Hirer to make the Motor Vehicle available and to provide unrestricted access to the Motor Vehicle for Select to carry out any repairs or maintenance.
- (e) Tyres may only be fitted at centres approved by Toyota Fleet Management, the details of which can be found in the Drivers Kit in the glovebox.
- (f) Where tyre replacement is not deemed fair wear and tear, these costs will be charged to the Hirer including administration costs and 15% addition for OHM.
- (g) Glass may only be fitted at centres approved by Toyota Fleet Management, the details of which can be found in the Drivers Kit in the glovebox.
- (h) The Hirer shall be responsible for the costs for any glass replacement including administration costs and 15% addition for OHM.
- (i) The Motor Vehicles must not be modified unless formal authorisation has been received in writing from Select, and any such authorised modifications will be at the expense of the Hirer, and the Hirer must reimburse Select for any costs incurred by Select to restore or reinstate

the Motor Vehicle back to its original condition(as advised by Select).

11. Breakdowns

- (a) In the event of a breakdown, the Hirer must contact Roadside Assistance for emergency breakdown assistance. Details can be found in the Drivers Kit in the glovebox.
- (b) Should the breakdown be deemed to have been caused or contributed to by any act or omission of an Authorised Driver, the Hirer must reimburse Select for any liability, costs or expenses incurred by Select (including the costs for Roadside Assistance and any remediation) as a result of the act or omission, including administration costs and 15% addition for OHM.

12. Incident Management

- (a) The Hirer (or any Authorised Driver, at the Hirer's request) must report any damage to a Motor Vehicle to Select in writing as soon as possible after becoming aware of the damage, and no later than the next business day.
- (b) The Hirer must include Select in any correspondence with the Hirer's insurer in respect of any repairs or claims made under the relevant insurance policy.
- (c) All repairs must be carried out by a Select-approved repair company using all OEM parts and OEM-approved consumables.
- (d) The Hirer (or any Authorised Driver, at the Hirer's request) must notify Select and the police in the event that a person is injured and/or a Motor Vehicle requires towing.
- (e) In addition to any notification that the Hirer or Authorised Driver is required to make under these Special Conditions (including to Select), the Hirer or Authorised Driver (at the Hirer's request) must provide the following information to Select:
 - (i) If police attend any incident involving the Motor Vehicle, the attending police officer(s) name and number and case reference number (or such other reference number that applies);
 - (ii) in the case of theft or malicious damage, a crime reference number within 24 hours from the police and provided to Select promptly upon receipt; and
 - (iii) correspondence and all incident reports from any party, including third parties, agents acting on their behalf, or the Police must be forwarded to Select.

13. Fuel and Tolls

- (a) Fuel and Toll charges are not included in the daily hire rate for the Motor Vehicles and will be charged separately to the Hirer including administration costs and 15% addition for OHM.
- (b) Tolls are automatically incurred based on matching fee that goes to Select's account. The Hirer's use of their own toll passes or tags will not void these charges and it will be the Hirer's responsibility to satisfactorily demonstrate to Select that the toll charges have already been paid by the Hirer.

14. Towing and Load Safety

The Hirer acknowledges and agrees that:

- (a) the Motor Vehicles may be fitted with tow bars;
- (b) during the act of towing, the position and security of the load will change the dynamics of the Motor Vehicle,

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increasing the possibility of an accident if additional care is not taken and towing can have an adverse effect on the stability, safety, and operating economy of the Motor Vehicle;

- (c) under no circumstance is a Motor Vehicle to be used to tow for private use by any Authorised Driver;
- (d) the Hirer is responsible for checking any loads are properly secured, stowed, evenly distributed and always within the limits of the Motor Vehicle and trailer.

15. Return of Motor Vehicles and Assessment of Damage

- (a) When returning a Motor Vehicle to Select, the Hirer must ensure that:
 - (i) the Motor Vehicle is clean and has been cleaned prior to the return (both internally and externally);
 - (ii) the fuel tank is full;
 - (iii) all personal belongings and property have been removed from the Motor Vehicle;
 - (iv) the manufacturers handbook and Drivers Kit are in the glove box;
 - (v) all keys, fuel cards, eTag's, fobs or any similar items are returned with the Motor Vehicle; and
 - (vi) the Authorised Driver responsible for the Motor Vehicle is present when a condition report is being completed by Select or a party nominated by Select in writing.
- (b) The Hirer will be responsible for any damage, defect or disrepair of the Motor Vehicle (excluding any fair wear and tear) and will indemnify Select for any liability, costs, losses or expenses incurred by Select as a result of such damage, defect or disrepair (including any administration cost and 15% addition for OHM).
- (c) For the avoidance of doubt:
 - (i) The assessment of what constitutes fair wear and tear will be at the reasonable discretion of Select; and
accident damage, large dents and scuffs, damage to the paintwork that has not been repaired or touched up and has been allowed to rust, significant scuffs to alloy wheels, missing keys or any other missing items, damage and excess soiling to the interior of the Motor Vehicle and damage or wear attributed to excessive use of Motor Vehicles or use in harsh environments and other similar scenarios are not considered fair wear and tear.
- (d) All Motor Vehicles are smoke and vape free and should not be smoked or vaped in by any party. The Hirer agrees to indemnify Select for any cost, charge or expense that Select incurs as a result of such conduct or any additional cleaning required.

16. Equipment specification

The Motor Vehicle specifications will be as set out in the Hire Schedule by Select.

17. Hire Fee

- (a) Unless expressly stated otherwise in the Hire Schedule, the Hire Fee includes those inclusions set out in Appendix B to these Special Conditions. These inclusions are not exhaustive, and may also include any further inclusions set out in the Agreement.
- (b) Prior to issuance of any quotation by Select, the Hirer must advise Select of any potentially detrimental or unusual project conditions, including (but not limited to) altitude, tunnels, mining, harsh operational conditions, exposure to dust and contaminants, atmospheric corrosion, corrosive

chemicals and fluids and other similar conditions that may cause excessive wear and tear to the Plant and Equipment or may necessitate servicing at closer intervals. Select will not be deemed to have allowed for this within the Hire Fee unless this has been expressly advised in writing to be included and the Hirer must pay any additional costs or expenses charged by Select, or Select may otherwise increase the Hire Fee, if Select becomes aware of such conditions.

- (c) The Hirer acknowledges and agrees that:
 - (i) the Hire Fee has been calculated based on the Motor Vehicle being used for a maximum of 100 kilometers per day, or as otherwise noted on the Hire Schedule and Motor Vehicles being driven on sealed roads or nominated construction sites as advised by the Hirer at the time of quoting. If no specific advice has been provided, it is presumed that the vehicles will be driven on sealed roads only and priced accordingly; and
 - (ii) additional kilometers, excessively harsh driving and driving on unsealed roads and/or in harsh environments (not noted to Select prior to hiring) will incur additional costs on account of more frequent servicing and heavier wear and tear to the vehicles, and the Hirer must pay any additional costs or expenses charged by Select, or Select may otherwise increase the Hire Fee, if Select becomes aware of these matters.
- (d) The Hirer is to advise Select prior to issuance of any quotation by Select if any more than one driver is to use the Motor Vehicle). In circumstances where there is more than one Authorised Driver, additional charges may apply.
- (e) If any of the Authorised Drivers are below the age of 25 years old, Select is entitled to charge the Hirer, and the Hirer must pay, additional fees, costs or expenses.

Appendix A - Driver Information Declaration and Motor Vehicle Allocation Acceptance

DRIVER INFORMATION DECLARATION

Driver's Licence Details

Driver Full Name:			
Residential Address:			
Postal Address			
Mobile Number:		Date of Birth:	
Licence Number:		Licence Class:	
Licence Expiry:		Licence State of Issue:	
Company Name/Address:			
Job title:			

I declare that I am the named person above and that I have provided Select with a copy of my current valid driving licence as numbered above.

I confirm that I have duly read Supplementary Terms and Conditions Relating to Hiring of Motor Vehicles ("Motor Vehicle Special Conditions") and will comply with Australian driving laws and regulations whilst driving.

I commit to notifying Select of any changes to my Driver Licence or my Driver Information above.

I consent to Select carrying out and using a Drivers Licence Check service and for Select to receive any results accordingly.

Driver's name:

Driver's Signature:

Dated:

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APPENDIX B – INCLUSIONS

Description	Comment	Works to be carried out by:		Costs are the responsibility of:	
		Select	Hirer	Select	Hirer
Scheduled Servicing (per OEM Schedule)	Subject to below	✓	✗	✓	✗
All repairs and unscheduled maintenance outside of scheduled servicing items	Excludes fair wear and tear	✗	✓	✗	✓
Making the Motor vehicle available for servicing, repair and/or maintenance. Provide all project access requirements and suchlike		✗	✓	✗	✓
Damage to Motor Vehicles excepting fair wear and tear		✓	✗	✗	✓
Roadside assistance (conditions on service calls apply)	Costs to Hirer if Hirer at fault	✓	✗	✓	✓
Fuel		✗	✓	✗	✓
Supply of Motor Vehicle with tyres at 60% or more tyre tread depth		✓	✗	✓	✗
Cost of replacing tyres that are returned with less than 60% tread depth		✓	✗	✗	✓
All tyre replacement while on hire	Refer Vehicle Maintenance clause above	✗	✓	✗	✓
Select IVMS hardware		✓	✗	✓	✗
Select IVMS key tags		✓	✗	✗	✓
IVMS monitoring and management		✗	✓	✗	✓
Responsibility for all fines, penalty costs, demerits, infringements, and all other similar items	All to be signed over to allocated driver	✗	✓	✗	✓
Toll costs and infringements		✗	✓	✗	✓
Select administration of tolls etc that come through to Select's account (plus 15%)		✓	✗	✗	✓