

GENERAL TERMS AND CONDITIONS TO RENTAL AGREEMENT

These are the General Terms and Conditions of agreement made between McLaren Hire (referred to as "McLaren") and the party whose signature appears as Hirer on the Rental Agreement (referred to as the "Hirer") whereby the parties agree as follows:

1. Agreement to Hire. McLaren hires to the Hirer and the Hirer rents from McLaren the Vehicle for the rental period at the agreed rental (as per application, Rental Agreement, or quotation) and subject to these terms and conditions. Particular conditions set out in a (accepted) quotation shall prevail to the extent of any inconsistency with these general conditions. Pick up or accepting delivery of the Vehicle confirms acceptance of these terms and conditions of hire.

2. Warranty of Authority. Any person who signs this agreement on behalf of the Hirer warrants that for all purposes of the Agreement he is the duly authorised agent of the Hirer. If such person is not the duly authorised agent of the Hirer then in consideration of McLaren permitting him to drive the Vehicle he shall be deemed to be the Hirer and agrees to be bound by all the terms and conditions of this agreement.

3. Warranty by Hirer. The Hirer warrants that:

- (a) all particulars provided on the Hirer's Application relating to the driver and the Hirer are correct; and
- (b) the Hirer acknowledges that it is upon reliance of the truth of the above representations and those on the Application that McLaren enters into this agreement.

4. The Hirer's primary obligations are:

- (a) To pay the agreed rental;
- (b) To take proper care of the Vehicle;
- (c) To comply with the limitations placed on the use of the Vehicle; and,
- (d) To restore the Vehicle to McLaren at the end of the hiring in the same condition as noted in the Vehicle Condition Report at the commencement of the hire period.

FOR THE AVOIDANCE OF DOUBT:

- (e) the Hirer is responsible for returning the motor vehicle to McLaren, together with any fittings and equipment, (collectively the "Vehicle") at the end of the rental period. The Vehicle must be returned in the condition it was in when first rented, subject only to fair wear and tear. Otherwise the Hirer will be on risk for all loss, cost, damage and other liability related to the hire of the Vehicle as if the Hirer was the owner of the Vehicle.
- (f) The Hirer indemnifies McLaren for all losses, expenses and costs in respect of any damage to the Vehicle whether caused by the Hirer or any other person or thing.

Note: McLaren does provide some programs for the Hirer to minimise or reduce its potential liability including various insurance and indemnity options. The Hirer should discuss these with McLaren.

5. Fees & Charges Generally. The parties agree the following general provisions shall apply unless expressly amended by quotation or written agreement:

- (a) **Rental Day.** The rental day is calculated from booking time on day of commencement of the rental and ceases at the same time on the following day.
- (b) **Rental Period.** The Rental Period means the period from the booking time and date stated on the Rental Agreement until the Vehicle is returned to the depot from where hired. The minimum rental period is 24 hours and where the Vehicle is returned on a day on which McLaren is usually closed for business the Rental Period will continue until McLaren is next open for business.
- (c) **Total Rent.** The Hirer shall pay the total rent for the rental period to McLaren and for the purpose of this Agreement the total rent shall be the aggregate of:
 - (i) The charge for the use of the Vehicle as set out on the rental agreement (whether a time and kilometre rate charge, a flat rate charge, or any other rate of charge) calculated by McLaren; OR if agreed between McLaren and the Hirer, at a rate set out in the quotation or McLaren's schedule of rates then current at the commencement of the rental period.
 - (ii) Fuel service charges (these are additional).

- (iii) charges for petrol (to top the tank back up to starting level), personal accident insurance, repositioning, limitation of liability programs and any other charges specified in the Rental Agreement.
 - (iv) Late return charges – if a Vehicle is returned more than 4 hours late that counts as hire for an additional day. For periods of 4 hours or less the late return charge is calculated at one fifth of the daily rental rate for each hour or part thereof;
 - (v) Special late charges – some Vehicles and trailers eg furniture transports will incur a special late return charge which will be advised at the time of hire. There is no grace period of 4 hours or less.
 - (vi) all stamp duties, GST and other taxes payable in respect of the rental period (if any);
 - (vii) Premium locations – A Levy will be charged for premium locations (this includes airport locations)
- (d) **Additional charges (if applicable).**
- (i) a sum equal to the replacement value of any tyres, tools, accessories and equipment lost or stolen during the rental period;
 - (ii) the agreed sum payable in respect of each and every claim or the agreed rate of Excess cover specified on the Rental Agreement or as set out in the Risk Management Table annexed to this agreement;
 - (iii) any fines for traffic or parking offences rising from the use of the Vehicle imposed on any person or company during the Rental Period;
 - (iv) any expenses incurred by McLaren in repossessing the Vehicle including where the Vehicle has been impounded or confiscated by the Police or other Relevant Authority pursuant to hoon laws for any other reason;
 - (v) any expenses incurred for cleaning and/or rust treatments due to exposure to salt and salt damage.
- (e) All rates, fees, costs, damages and charges will be calculated by McLaren.
- (f) **Administration Fee.** McLaren reserves the right to charge an Administration Fee, of no more than 30% of the amount of loss, cost and damage in addition to any amount claimed for any loss, cost or damage as reasonable compensation for McLaren having to deal with any situation of loss, cost or damage occasioned by the Hirer's failure to comply with its obligations under this agreement. This fee will be charged where McLaren must process fines, recover Vehicles which have broken down or liaise with Relevant Authorities.

6. General restrictions on Driver. The parties agree and the Hirer undertakes that:

- (a) No person shall drive the Vehicle unless s/he:
 - (i) holds a current motor drivers licence for the class of vehicle hired and which must be valid in the place in which the Vehicle is used;
 - (ii) has never been refused motor vehicle insurance;
 - (iii) has not been convicted of any offence relating to driving a motor vehicle under the influence of alcohol or drugs; and
 - (iv) is between 25 and 75 years age (statistically the safest age range) and has held a drivers licence of the required class for a minimum period of 12 months.

Note: An older, younger or less experienced driver may be able to negotiate a special rate but permission must be requested at the time of booking and if granted be endorsed on the hire contract.

- (b) The Vehicle must not be driven by any person other than the Hirer or the Hirer's properly authorised employee, agent, contractor or other representative.
- (c) The Vehicle and the keys must be kept secure at all times. The driver must not leave the Vehicle unattended with the motor running or leave the keys unattended (eg in the ignition or on a tyre). **Note** that this has allowed theft, unauthorised driving and damage and McLaren will hold the Hirer liable for full compensation and damages.

7. Hirer's undertakings and restrictions on care for and use of the Vehicle. The Hirer agrees and undertakes:

- (a) *To take reasonable care.* The Hirer must take reasonable care of the Vehicle at all times and must not drive it when it is in a damaged or unsafe condition.
- (b) *To maintain fluids and tyre pressure.* The Hirer must take care to maintain sufficient fluid levels (including radiator, engine sump etc) and keep the tyres correctly inflated.
- (c) ***The Vehicle must not be taken or used:***
 - (i) Off Road – see definition;
 - (ii) on private roads, whether sealed or not, if the Hirer has not first obtained a relevant permit;
 - (iii) on beaches, boat ramps, rivers, lakes or other places where the Vehicle enters the water or could be immersed or partially or totally submerged in water;
 - (iv) outside of the state of Western Australia; or,
 - (v) in Excluded Areas.
- (d) *Towing.* The Vehicle must not be used by the Hirer to propel or tow any vehicle or trailer in excess of that for which the Vehicle was constructed.
- (d) *No illegal purpose.* The Vehicle must not be used in any illegal manner; for any illegal purpose; or in any speed test or contest (or in preparation therefore).
- (e) *Alcohol and drugs.* The Vehicle must not be driven by the Hirer under the influence of alcohol or intoxicating drugs (whether prescribed or illicit). The Hirer will not refuse or fail to undergo a breath, blood or similar test or analysis in compliance with the directions of the police or other Relevant Authority. Such refusal will give McLaren the right to terminate this hire agreement.
- (f) *Restrictions on the transportation of goods, property or passengers.* The Vehicle must not be used:
 - (i) to haul any goods unless specified in this Rental Agreement;
 - (ii) for the carriage of Dangerous Substances;
 - (iii) for the transportation of property unless the Hirer (at its cost) first obtains all necessary approvals, permits or licences from all Relevant Authorities; or
 - (iv) to convey any load which is in excess of that for which the Vehicle was constructed or which is incorrectly or improperly loaded or secured; or
 - (v) for the conveyance of passengers for fares or reward.
- (g) *Compliance with Laws.* The Hirer covenants with McLaren that the Hirer will comply with all relevant laws relating to the operation of motor vehicles and without limiting the generality thereof will pay all taxes, tolls, levies, charges, duties, fines and penalties imposed arising out of the use or possession of the Vehicle by the Hirer and indemnifies McLaren in respect of any liability incurred by McLaren in respect thereof.

Consent may be requested. If the Hirer thinks it may wish to use the Vehicle for a purpose contrary to this clause 7, the Hirer must first obtain McLaren's written consent and may need to negotiate special rates; additional charges; and/or insurances.

8. Liability for Accidents, Loss and/or Damage Generally.

The Hirer agrees that:

- (a) *General.* The Hirer shall be liable to McLaren for the full amount of any damage to the Vehicle (howsoever caused) which occurs on or after any breach by the Hirer of any term, condition, warranty or undertaking contained in this Agreement and for the negligence or misconduct of the Hirer and its servants and agents.
- (b) The Hirer is liable for the full amount of all loss, cost and damages plus the Administration Fee for any breach of any provision or part of a provision of clause 6 (Restrictions on Driver) or clause 7 (Hirer's undertakings).
- (c) Unless expressly and separately agreed, McLaren and any insurance which may be placed by McLaren does not cover damage or injury to any persons or property (including the Vehicle) in the events or circumstances listed in (d) below.
- (d) **Events or circumstances in which the Hirer is deemed to be at fault:**
 - (i) Breach of clause 8(b) – ie clauses 6 and 7 and note the restrictions on operation of the Vehicle in 7(c).
 - (ii) All damage caused by incidents involving animals including livestock, pets, and wild animals.
 - (iii) Single Vehicle Accidents – see definition.

- (iv) Any water damage from any source. Or,
- (v) Any damage caused by cyclones, storms, floods, tides or other Force Majeure or Acts of God. **Note:** do not travel if it is unsafe, please check with the local police.
- (vi) Accidents or damage occurring during use of the Vehicle on mine sites or access roads to mine sites.
- (e) If one or more of the events in (d) applies, for example, if the Hirer is involved in a Single Vehicle Accident then McLaren will charge the Hirer for all of McLaren's loss, cost and damage including lost profits for not being able to hire the Vehicle, plus the Administration Fee. Once finally calculated, if the compensation sum calculated by McLaren is less than the Excess then the any balance shall be reimbursed to the Hirer or applied as a credit on future rentals.

McLaren has discretion to charge a lesser sum

- (h) In any of the above scenarios McLaren may at its discretion, elect simply to charge the amount of loss, cost and damage, including the cost of repairs, plus the Administration Fee or the cost of a new vehicle plus an Administration Fee if the Vehicle is written off – or a variation of this.

FOR THE AVOIDANCE OF DOUBT:

- (i) McLaren may claim reimbursement from the Hirer for the costs of replacing lost or damaged equipment, costs of repossessing the Vehicle (including fines and towage charges) and the lost profits for the period when the Vehicle is out of commission or has been impounded or confiscated pursuant to hoon laws or other legislation.

9. Accidents, damage and claims

- (a) *Hirer must report incidents.* The Hirer will immediately report any breakdown, accident or incident which may give rise to a claim which occurs during the Rental Period.
- (b) *Hirer must provide information.* The Hirer will immediately complete and furnish to McLaren (or McLaren's solicitors) such statements, police report, information and assistance as McLaren may reasonably require in respect of any event or accident involving damage to the Vehicle or to the property of any person or injury to any person.
- (c) *Hirer must not make offers or admissions.* The Hirer must not, without the prior written consent of McLaren, make or give any offer, promise of payment, settlement waiver, release indemnity or admission of liability in respect of any accident, damage to the Vehicle or to the property of any third person or injury to any person.
- (d) *Assessment of damage.*
 - (i) The Hirer acknowledges and agrees that the amount of any damage to the Vehicle shall whenever reasonably possible be assessed by an independent expert (whom may be a repairer with a minimum of 5 years post qualification experience) engaged for the purpose by McLaren.
 - (ii) Whenever the services of such an expert are not available such assessments shall be made by any authorised representative of McLaren who shall certify the amount of such assessment.
 - (iii) The assessment of damage so made shall be final and binding on McLaren and on the Hirer in the absence of manifest error.
- (e) **Loss, Cost and Damage for which the Hirer is liable includes without limitation: The cost of -**
 - (i) rectifying all tyre damage not attributable to normal wear and tear;
 - (ii) rectification of all damage to the under carriage or to the over carriage;
 - (iii) repairing all body or roof damage;
 - (iv) returning the Vehicle to McLaren should the Vehicle for any cause break down or be damaged or need towing;
 - (v) rectification of damage to suspension, steering, chassis, deferential, gear box, transfer case, axles, wheels or other damage caused by abnormal use, misuse or abuse of the Vehicle;
 - (vi) replacing spare wheels equipment, tools and jack; and,
 - (vii) repair or replacing window glass.

10. Limitations of Liability and Risk Management

(a) Risk Management Agreement

- (i) McLaren and the Hirer may agree that if the Hirer agrees to pay the Risk Cover Fee and/or the Excess Reduction fee as per the Risk Management Table then the Hirer can cap its potential liability to McLaren in the amount of the applicable Excess. This is provided that the incident, accident, loss or damage is not the Fault of the Hirer.
- (ii) *Fees/premiums.* Where the Hirer wants Premium Cover and/or the benefit of the Excess Reduction, the Hirer must pay the fee or fees for those extra elements of cover in addition to the applicable base level Hire Rate. EG if the Hirer wants Premium Cover and Excess Reduction it will incur a fee for each of those options.
- (iii) The level of risk cover as per the Risk Management Table (and this Agreement) should be agreed at the time of opening an account and marked on the Rental Agreement. **Note** there is no cover or limitation for damage or accident in Excluded Areas.

(b) *Damage or accident: Hirer at Fault*

- (i) If the Vehicle suffers damage whilst on hire – whether in an accident with another vehicle or otherwise - and the damage is the Fault of the Hirer then McLaren will immediately draw the Excess amount.
- (ii) McLaren will charge the Hirer the greater of the agreed Excess (from the Risk Management Table) and McLaren's loss, cost and damage - including the costs of repossessing the Vehicle (including towing) and losses such as for lost profits - plus the Administration Fee.
- (iii) If the compensation required by McLaren is less than the Excess, then once McLaren is satisfied that the compensation calculation is final, McLaren shall reimburse any balance to the Hirer. If the compensation is greater than the applicable Excess McLaren reserves the right to pursue the Hirer for that greater amount.

(c) *Damage or accident: Hirer not at Fault*

- (i) Subject to (c) (ii) below: if the accident or damage was not the Hirer's Fault then the Hirer's liability to McLaren for damage to the Vehicle will be capped at the Excess.
- (ii) Additional conditions: The Hirer will still be deemed to be at Fault and (b) will apply if:
 - (A) If another vehicle(s) is involved in the accident and that driver(s) cannot be identified - the point being that the driver needs to be identified to allow McLaren (or its insurer) to pursue them for recovery; and/or,
 - (B) The accident did not occur whilst the Hirer was on a Sealed Road or an Approved Unsealed Road.
- (iii) This clause (c) is without prejudice to McLaren's right to pursue the party causing the loss, cost or damage.

(d) *If McLaren is insured*

- (i) If McLaren is insured, then even if McLaren claims on its Third Party Property Damage Policy the Hirer will have to pay the sum calculated in accordance with (b).
- (ii) McLaren will not claim the Excess sum twice for the one accident but where the accident is the Fault of the Hirer then the Hirer may be liable to McLaren for a sum greater than the Excess.

(e) *Additional Cover.* If the Hirer has taken additional cover to reduce the excess then provided that the Hirer is not at Fault the damage will be capped at the Excess in the following situations:

- (i) Single Vehicle Accidents – (express exclusion: the Hirer will not be covered for Accidents in car parks and will not be covered for reversing into stationary objects). A special SVA excess may apply.
- (ii) Accidents involving animals eg if the Hirer hits an animal (including livestock).
- (iii) Accidents on Approved Unsealed Roads.
- (iv) If the Vehicle is lost or stolen but provided that all of the keys must be produced to McLaren – to show that the keys were adequately kept safe.

(j) The Excess is only a cap in respect of the Hirer's potential liability for loss, cost and/or damage flowing from damage to McLaren's Vehicle and provided the Hirer is not at Fault. The Excess provision is to cap the Hirer's liability for a vehicle or property owned by a third party. It is not a cap in respect of the Hirer's

potential liability for personal injury to a third party.

11. McLaren may terminate agreement for Breach. If the Hirer is found to be in breach of any term condition or warranty herein or has made any misrepresentation to McLaren; or if McLaren considers on reasonable grounds that the conduct of the Hirer is likely to affect prejudicially the interest of McLaren or the condition of the Vehicle then McLaren may determine this agreement and without notice repossess the Vehicle whereupon all moneys previously paid by the Hirer shall be forfeited to McLaren but without prejudice to any claims or rights of McLaren in respect of any arrears of rent or any moneys due to McLaren.

12. No warranties by McLaren. All conditions and warranties (statutory or otherwise) including those of fitness for purpose, quality or description are negated and excluded to the extent permissible by law.

- (a) McLaren will supply a copy of the manufacturer's specifications for a Vehicle upon request.
- (b) The Hirer will not at any time make any claims against McLaren for any loss or damage for delays through breakdown, mechanical difficulty or accident or by reason of the Vehicle being found to be unsuitable for the purposes of the Hirer or with respect to any loss or damage to any property stolen from the Vehicle or damaged or otherwise during the rental period or left in the Vehicle after the return of the Vehicle to McLaren. And the Hirer hereby agrees to indemnify McLaren in respect of all claims, damages and actions brought against McLaren in respect thereof.
- (c) McLaren is not responsible for any loss or damage incurred by the Hirer for Acts of God, civil unrest, terrorism or any other cause beyond McLaren's reasonable control.

13. Indemnity for Costs. The Hirer hereby agrees to pay McLaren on demand and indemnify and keep indemnified McLaren from and against any and all legal and other costs, including costs and charges by professional debt collectors, in seeking to enforce this agreement and remedy any breach by the Hirer. This indemnity is to cover any loss, cost or damage incurred by McLaren due to the Hire of the Vehicle including caused by accidents, incidents, damage and theft.

14. Credit, charge or Debit Cards

- (a) McLaren will require a credit or similar card ("Card") as security for the hire of the Vehicle. McLaren may draw a security deposit at the Commencement of Hire or require the Hirer to reserve a sum in the account which may be drawn upon. The deposit drawn or the sum to be withheld will be specified at the time of hire.
- (b) Similar to (a) above, if the Hirer presents a Card it authorises McLaren to reserve credit with, or obtain an authorisation from the Card Issuer (or draw upon the Card) up to an amount equal to the expected cost of the rental plus an additional sum to be advised at the time of hire as security for the hire.
- (c) The Hirer hereby irrevocably authorises McLaren to charge or draw upon the Card (or any cash deposit) to recover or secure any loss, cost or damage pursuant to this agreement. If McLaren charges the Card to recover an indemnity or loss, cost or damage McLaren shall notify the Hirer of the amount charged and provide details of McLaren's claim. If the Hirer disputes any amount drawn it must respond in writing within 21 days of receiving notice from McLaren.
- (d) The Card may be charged within 60 days after the Vehicle has been returned, notwithstanding that any particular charge or amount of damages could have been but was not charged when the Vehicle was returned.
- (e) If the Hirer provides a cash deposit in lieu of a card or as part security for this agreement there is no guarantee that the cash deposit will be reimbursed in cash at the time the Vehicle is returned because McLaren looks to retain minimal cash on its premises. McLaren will reimburse any cash deposit by way of electronic transfer of funds or cheque within 10 business days to the address notified by the Hirer.

15. Miscellaneous

- (a) *Distance*. Where relevant, the total distance driven shall be measured by the odometer installed in the Vehicle. The Hirer must not interfere with or tamper with the odometer.
- (b) *Privacy*. When the Hirer makes an application to use McLaren's service, it consents to McLaren using and disclosing the Hirer's personal information consistent with McLaren's Privacy Policy. McLaren will maintain confidentiality however may need to discuss otherwise confidential matters with the Hirer's Card provider or with a relevant insurer or Relevant Authority.
- (c) *No amendment*. This agreement can only be amended by the express written consent of an authorised officer of McLaren (a manager).
- (d) *Read Down*. If any provision of this agreement or part of a provision of this agreement is or becomes legally ineffective, under the general law or by force of legislation, but would not have such effect if it were read down and, if it is capable of being read down, such provision or part of a provision shall be read down accordingly.
- (e) *Severance*. If notwithstanding the foregoing a provision or part of a provision of this agreement still is or becomes legally ineffective: If the provision would not have such an effect if a word or words were omitted, that word or those words are hereby severed; and, In any other case, the whole provision is hereby severed; and the remainder of this agreement shall be of full force and effect.
- (f) In the event the damages claimed by McLaren pursuant to this Agreement are deemed unlawful or an unreasonable penalty and struck out by a Court, then the damages payable to McLaren shall be such amount as required to put McLaren in the position it would have been in had the damage or incident not occurred.
- (g) *Replacement tyres must match*. Where the Hirer replaces a tyre at its own cost, the replacement tyre must be the same brand and tread pattern as already on the Vehicle. If the Hirer does not do this then McLaren may charge the Hirer for an entire replacement set of tyres (of no lesser standard than the replaced set).
- (h) *Approved Unsealed Roads*. It is a condition of approval as an Approved Unsealed Road that the road must be a gravel road which is well formed, graded, well maintained and in good condition at the time of driving the Vehicle upon the road. Further, the approval is subject to the Hirer first obtaining any requisite permission from a Relevant Authority.

16. Definitions and interpretation: In this Agreement -

"Accident" means any collision between the Vehicle and any other object, including another vehicle, or any other incident or occurrence that results in the Vehicle being damaged, lost or destroyed and/or an incident that results in damage or injury to a person or property. **Note** that some special rules apply to SVAs.

"Act of God" or **"Force Majeure"** means an accident of a nature beyond reasonable human control e.g.: flood, lightning, cyclone.

"Collision" means two navigable things coming into contact.

"Agreement" and **"Rental Agreement"** includes these general conditions, the Risk Management Agreement and where relevant the application to hire, an account application, credit application and/or an accepted quotation.

"Approved Unsealed Road" means an Unsealed Road for which McLaren has expressly agreed in writing shall be an Approved Unsealed Road.

"Dangerous Substances" has its ordinary meaning and includes inflammable liquids, gases or solids having a true flash point of less than 23 degrees Celsius (73 F) or any goods, materials or substances of an explosive or corrosive nature.

"Excess" and where the car is insured "Insurance Excess" means the amount the Hirer is responsible for in the event the Vehicle is damaged, regardless of fault. Note that if the Hirer is in breach of his duties as Hirer or bailee or negligent the insurer or McLaren may call upon the Hirer to indemnify or reimburse McLaren (or insurer as the case may be) to the extent the loss or damage was caused by the act of the Hirer.

"Excluded Areas" means areas/roads defined in this Agreement or the Risk Management Table where the Vehicle must not be taken including: the Gibb River Rd; Cape Leveque rd (and Cape Leveque); Tanami Track; Windjana Gorge; Canning Stock Route; Gun Barrel Hwy.

"Fault" means caused by or materially contributed to by:

- (a) the Hirer's misconduct, negligent act; and/or
- (b) the Hirer's reversing into a stationary vehicle or other object (whether or not that thing was also moving) and incidents involving parking and parking lots generally;
- (c) breach of a provision this Agreement particularly including a breach of clause 6 (Restrictions on Driver) and/or clause 7 (Hirer's undertakings).
- (d) For the avoidance of doubt, even if the Hirer is not negligent but breaches a restriction on the use and operation of the Vehicle the Hirer shall be deemed as Fault.

"Gazetted" refers to a notice or message published in the Western Australian Government Gazette

"Gazetted Road" means a sealed or unsealed road regularly maintained by a local, state or government body or council and upon which the general public have unlimited rights of access.

"Hirer" means and includes the following (unless an express contrary intention is agreed in writing):

- (a) any person who signs this Agreement whether on his own behalf or on behalf of any other person, company, corporation or government department;
- (b) the person, company, corporation or government department shown on the rental agreement/application for hire or the addressee of that rental agreement; and
- (c) any person, company, corporation or government department which is or becomes vicariously liable at law to third parties for loss or damage caused by the driver of the Vehicle where it is established that the hiring was made by the driver as agent for and on behalf of such person, company, corporation or government department.

"Offence" includes infringement.

"Off Road" means and includes:

- (a) any road which is not a Sealed Road or a Gazetted Road or an Approved Unsealed Road and -includes driving surfaces which are not traditionally paved or sealed/bituminised such as beaches, sand, gravel, riverbeds, mud, snow, rocks and other natural terrain.
- (b) It also includes roads for which an access permit is required from a Relevant Authority unless the Hirer first obtains the access permit).
- (c) Note that any Unsealed Road, whether Gazetted or not, must be graded, well maintained and in good condition at the time of driving the Vehicle or it shall be deemed to be Off Road.

"Premium Cover" means cover of a higher level than standard cover as per the Risk Management Table.

"Rental Agreement" includes the document with that title provided by McLaren.

"Relevant Authority" includes a police force, a government or other statutory authority and where a quasi government or private organisation is responsible for managing an area, issuing permits, tickets or fines (e.g. to use private roads) then that organisation.

"Risk Cover Fee" means an optional charge which may be offered by McLaren to increase the circumstances in which McLaren will allow the Excess to apply in the event of damage, loss, expense or theft during the Rental Period. The fees are as set out in the Risk Management Table.

"Risk Management Table" and Collision Protection Waiver refer to the table of agreed maximum limits to the Hirer's liability to McLaren in the event of the happening of an accident or event which is not caused or contributed to by the Hirer's act.

"Road" means a "Sealed Road" and, subject to express written agreement, may include an "Approved Unsealed Road".

"Sealed Road" means a road sealed with a hard material such as tar, bitumen or concrete.

"Single Vehicle Accident" or **SVA** means without limitation:

- (a) any Accident in which no other vehicle is involved including but not limited to rollovers, contacting with animals, an accident materially contributed to by avoiding contact with animals, and/or crashing into trees or similar.
- (b) For the purposes of additional cover pursuant to the Risk Management Table the definition of SVA expressly does not include Accidents involving parking or car parks and does not include reversing into stationary things.

"Unsealed Road" means a road which is not sealed with a hard material such as tar, bitumen or concrete.

"Vehicle" means the motor vehicle the subject of the hire (usually described on the Rental Agreement), or any alternate motor vehicle that McLaren supplies to the Hirer, whether as a replacement or otherwise, and includes all Vehicle parts, tyres, tools, accessories and equipment in or fitted to the Vehicle.

Interpretation

(a) Each rate noted or referred to in this agreement is the rate as determined from time to time unless otherwise agreed by written quotation or price agreement.

(b) In the case of joint hiring the Hirers shall be jointly and severally liable in respect of this Agreement.

(c) "act" includes an omission to act.

IMPORTANT NOTICES

Things to note with local roads:

(a) Some roads require permits to travel. Many of the roads in the northwest are unsealed and/or are private roads requiring a permit to travel. You should check with the Police Station, Tourist Information Centre or Local Government in respect of permits. If you travel on a road without a valid permit you may invalidate your insurance cover and in most cases McLaren will hold you at Fault.

(b) Local roads can be dangerous. Many local roads are unsealed or alternate between being sealed and unsealed which increases the risk of rollovers and other accidents. You must be very careful to proceed at a safe driving speed.

Things to note with Compulsory Third Party Insurance

Source: Insurance Commission of WA [ICWA]

<http://www.icwa.wa.gov.au> current at 18 February 2011

You may not be covered in circumstances where you think you should be. CTP Insurance may not apply on roads which are not maintained by a government authority or on tracks or away from tracks, trails or roads and McLaren will not cover the Hirer.

Disclaimer: This information is current at the date appearing above but cannot be relied upon as legal advice. You must make your own inquiries of the Insurance Commission of WA.

You may not be able to make a claim if you:

- were the driver and totally at fault;
- you were the driver of a single vehicle crash;
- no negligence can be established against the owner or driver of another WA licensed vehicle; or
- no-one was at fault, e.g. hitting wildlife on the road.

If you cannot claim then you would need to rely on sick leave, social security, Medicare and the public health system, unless you have other personal injury insurance and/or private health insurance. Motorists, particularly drivers, should consider having some form of personal insurance to cover those situations where they are the 'at fault driver' or no-one is at fault for the crash.

Hirers Name _____ Signature _____ Date _____