

**LONG TERM HIRE AGREEMENT - GOVERNMENT
AGREEMENT NO.: 2000GV005**

THIS AGREEMENT is made the 28th day of June

BETWEEN:

LEASE PLAN AUSTRALIA LIMITED

ACN 006 923 011
of 8th Floor, 574 St Kilda Road
Melbourne Victoria 3004
("Lease Plan")

AND

LA TROBE UNIVERSITY

of Kingsbury Drive
Bundoora Victoria 3083
(the "Hirer")

The Hirer wishes to hire motor Vehicles from time to time from Lease Plan and to be provided with certain services in relation to those Vehicles. Lease Plan and the Hirer have agreed to enter into this Agreement to set out the terms and conditions, first, on which any motor Vehicle described in a Schedule will be hired by Lease Plan to the Hirer and, secondly, on which such services will be provided by Lease Plan to the Hirer.

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INTERPRETATION

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Authorised Officer” means, in respect of the Hirer, a person authorised by the Hirer (as advised in writing by the Hirer to Lease Plan from time to time) to sign documents on the Hirer's behalf under or for the purposes of any Hiring Arrangement or proposed Hiring Arrangement and to carry out negotiations in connection with any Motor Vehicle Order Form or Schedule or both.

“Business Day” means Monday to Friday other than gazetted public holidays and bank holidays in Victoria.

“Compulsory Third Party Insurance” means in respect of each Vehicle, the cost of any compulsory insurance against personal injury arising out of the use or ownership of that Vehicle in the place in which it was registered and which is payable at the time of the first registration of the Vehicle and all subsequent annual registration renewals.

“Contract Start Date” means, in respect of each Vehicle, the first day of the Term, being:

- a. where the Vehicle is a Sale and Hireback Vehicle, the date agreed between Lease Plan and the Hirer to be the date on which the Hiring Arrangement will commence, as specified in the Schedule for that Vehicle; and
- b. in all other cases, the date the relevant dealer or other vendor delivers the Vehicle to Lease Plan, or the Vehicle registration date, whichever is the earlier.

“Costs of Restoring Vehicle to Good Condition”, means the amount properly and reasonably incurred by Lease Plan in order to restore the Vehicle to Good Condition provided that, where the relevant repairs to so restore the Vehicle are not completed within a period of three months from the Expiry Date or earlier termination, the cost as estimated by an independent dealer or valuer appointed for that purpose by Lease Plan will be deemed to be the amount incurred by Lease Plan to restore the Vehicle to Good Condition.

“Distance Variation”, means in respect of each Vehicle, the amount per kilometre specified in the Schedule to be credited or debited by Lease Plan to the Distance Variation Account where the distance driven by that Vehicle between the Contract Start Date and the Expiry Date is different from the number of kilometres per month specified in the Schedule multiplied by the number of months in the Term.

“Distance Variation Account” means an account for each individual vehicle on the books of Lease Plan in the name of the Hirer to which amounts may be debited or credited by Lease Plan under Clause 7.1, the net balance of which may be calculated at any time by comparing the total debits in that account with the total credits in that account.

“Early Termination Account” means an account for each individual vehicle on the books of Lease Plan in the name of the Hirer to which amounts may be debited or credited by Lease Plan under Clause 8, the net balance of which may be calculated at any time by comparing the total debits in that account with the total credits in that account.

“Early Termination Date” means where Clause 8 applies, the date which in Lease Plan's reasonable opinion, the Vehicle attains Good Condition for sale.

“Early Termination Distance” means the total number of kilometres which are expected to have been travelled between the Contract Start Date and the Early Termination Date, calculated as the number of kilometres per month specified in the Schedule multiplied by the number of full months completed from the Contract Start Date to the Early Termination Date.

“Employee” means the person nominated by the Hirer as the driver of the Vehicle.

“Excess Kilometres” means the number of kilometres by which the actual kilometres travelled between the Contract Start Date and the Early Termination Date exceed the Early Termination Distance.

“Expenditure Limit” means \$50.00 or any greater sum notified from time to time by Lease Plan to the Hirer in writing.

“Expiry Date” means in respect of each Vehicle, the Scheduled Expiry Date or if the Vehicle is not in a suitable condition for sale on the Scheduled Expiry Date, the date on which it attains saleable condition or, if that day is not a Business Day, the next succeeding Business Day.

“Good Condition” means in respect of a Vehicle that:

- (i) it is in good condition and appearance throughout (including, without limitation, all paintwork and trim);
- (ii) it has all equipment and accessories as originally supplied (including, without limitation, hubcaps, radio and mud flaps, where fitted);
- (iii) it is in sound mechanical order, fair wear and tear (being the deterioration of a Vehicle through general use under the normal conditions for which the Vehicle is designed) only excepted, having regard to the distance travelled or engine hours operated (as the case may be);
- (iv) it complies in all respects with the requirements of any governmental authority or body and insurance company with respect to registration (including roadworthiness, exhaust emissions) and insurance;
- (v) it has no scratches, (other than stone chips or scratches not through to the metal) body or coach work damage;
- (vi) all sign writing and other distinctive markings have been removed from the Vehicle; and
- (vii) it has the same number of tyres of the manufacturer's original equipment (including spares) each having a tread which complies with roadworthiness requirements of the relevant motor vehicle registration authority;

"GST" means the same as in the A New Tax System (Goods & Services Tax) Act 1999.

"GST Law" means the same as in the A New Tax System (Goods & Services Tax) Act 1999.

“Hiring Arrangement” means each hiring arrangement formed by the incorporation of the terms and conditions contained in this Agreement into a Schedule including, for the avoidance of doubt, a composite Schedule.

“Monthly Rental” means in respect of each Vehicle, the Total per Month set out in the Schedule for that Vehicle or, where that amount has been adjusted under the terms of Clause 6.2, the amount notified to the Hirer under Clause 6.2.

“Novation Arrangement” means the deed of novation which would be entered into between the Employee, the entity which has offered the Employee an employment contract and Lease Plan, commencing the day after the date on which the Employee’s employment contract with the Hirer terminates or such other date as agreed by Lease Plan and the Hirer.

“Other Provisions” means any other Vehicle related services not specifically shown on the Pre-Calculation Sheet that Lease Plan has agreed to supply to the Hirer, including where agreed, those items specified in Clause 4.2.

“Motor Vehicle Order Form” means, in respect of each Vehicle which is not a Sale and Hireback Vehicle, an order form substantially in the form annexed to this Agreement signed by an Authorised Officer of the Hirer and, where Clause 1.3 applies amended as contemplated by that Clause.

“Pre-Calculation Sheet” means, in respect of each Vehicle, a pre-calculation sheet substantially in the form annexed to this Agreement.

“Receipt Voucher” means, in respect of each Vehicle, a receipt voucher substantially in the form annexed to this Agreement.

“Sale and Hireback Vehicle” means any Vehicle acquired by Lease Plan from the Hirer under Clause 2 and hired back to the Hirer under Clause 3.

“Schedule” means in respect of each Vehicle, a contract supplement substantially in the form annexed to this Agreement PROVIDED THAT where any Vehicles are Sale and Hireback Vehicles, the contract supplements for those Vehicles shall form a composite Schedule being the basis of one Hiring Arrangement for those Vehicles.

“Scheduled Expiry Date” means, in respect of each vehicle, the last day of the Term, or if that day is not a Business Day, the next succeeding Business Day.

"Supply" and **"Supplied"** have the meaning given by the GST Law.

"Tax Invoice" has the same meaning as defined in GST Law.

“Term” means, in respect of each Vehicle, the period of the hire of that Vehicle described as “Number of months” in the Schedule commencing on the Contract Start Date.

"Value" in relation to a Supply has the meaning given by the GST Law.

“Vehicle” means the vehicle, the makes and respective models which are supplied to the Hirer from time to time, and specified in a Schedule and in the corresponding Motor Vehicle Order Form or, where the vehicle is a Sale and Hireback Vehicle, each or all (as the context requires) of the vehicles specified in a composite Schedule and includes (in each case) all accessories, tools and fittings and all additions and replacement parts fitted to a Vehicle during the Term (whether provided by the Hirer or not) and references in this Agreement to "the Vehicle" include references to any item of the Vehicle.

Words with capital initial letters have, unless the context otherwise requires, the meanings given to them in the Schedule.

The singular includes the plural and vice versa. Headings are for convenience only and do not affect the construction of this Agreement.

LEASE PLAN AND THE HIRER AGREE as follows:

1. NEW VEHICLE PROCEDURE

- 1.1 When the Hirer wishes Lease Plan to acquire a Vehicle from a supplier and to hire that Vehicle from Lease Plan, the Hirer may complete and submit a Motor Vehicle Order Form describing the Vehicle. If Lease Plan agrees to supply to the Hirer a Vehicle meeting that description, Lease Plan will prepare and hand or forward to the Hirer a duly completed Pre-Calculation Sheet for the Vehicle.
- 1.2 Each Pre-Calculation Sheet handed or forwarded by Lease Plan to the Hirer will constitute an offer (“**Offer**”) by Lease Plan to the Hirer to hire a vehicle described in the relevant Motor Vehicle Order Form (where applicable, as subsequently amended in accordance with Clause 1.3) from Lease Plan and to provide the fleet management services specified in it. The Offer:
 - (a) may be accepted by an Authorised Officer signing and returning the Pre-Calculation Sheet to Lease Plan; and
 - (b) will lapse if acceptance in the above manner is not received by Lease Plan within 10 Business Days of the date the Pre-Calculation Sheet was handed or sent to the Hirer.
- 1.3 If after returning the Pre-Calculation Sheet to Lease Plan, Lease Plan determines that the supplier is unable to supply the vehicle as described in a Motor Vehicle Order Form or is unable to supply it within a time acceptable to Lease Plan and to the Hirer, Lease Plan may with the agreement and approval of the Hirer change the description of the vehicle in the Motor Vehicle Order Form as necessary so that a vehicle can be acquired or (as the case may be) can be acquired within an acceptable time.
- 1.4 Lease Plan will order the vehicle upon receipt from the Hirer of acceptance of the Offer or, where Clause 1.3 applies, after reaching agreement with the Hirer about changes to the description of the vehicle to be acquired. The Hirer agrees that its acceptance of an Offer will be irrevocable and acknowledges, accordingly, that:
 - (a) Lease Plan will order the relevant vehicle solely for the purpose of the proposed Hiring Arrangement for that vehicle; and
 - (b) the Hirer will be bound to proceed with the hire of that vehicle.

- 1.5 If during the period between Lease Plan ordering the vehicle and it being delivered by the supplier to Lease Plan or to the Hirer on behalf of Lease Plan, there is a change in any one or more or all of:
- (a) the supplier's sale price to Lease Plan for the vehicle;
 - (b) the interest rate at which Lease Plan is prepared to enter into Hiring Arrangements under this Agreement; and
 - (c) government or statutory charges in connection with the vehicle, including (but not limited to) registration and compulsory third party insurance, contract stamp duty, rental business duty or hiring arrangement duty (as applicable) or financial institutions duty,

Lease Plan will prepare a new Pre-Calculation Sheet and forward to the Hirer, and with respect to Clause 1.5(a) for signing by the Hirer.

- 1.6 Upon receipt of the supplier's invoice for the vehicle Lease Plan will prepare a Schedule showing the same calculation number and other information as the Pre-Calculation Sheet, except that Lease Plan will:
- (a) make any amendments necessary as a consequence of changes agreed under Clause 1.3 or arising as contemplated by Clause 1.5;
 - (b) insert details of the registration number and VIN/chassis number of the vehicle and the then current reading on the vehicle's odometer (as "Start Kilometres"); and
 - (c) insert the Contract Start Date,

and will forward a copy of the Schedule to the Hirer.

- 1.7 Upon delivery of the Vehicle to the Hirer, the Hirer will complete, sign and return to LeasePlan a Receipt Voucher.

2. RESERVED

3. AGREEMENT

- 3.1 Lease Plan shall hire and the Hirer shall take on hire each Vehicle the subject of a Schedule on and from the Contract Start Date for the Term and at the Monthly Rental on the terms and conditions contained in the Schedule and in this Agreement.
- 3.2 Lease Plan will from time to time provide the Hirer with advice and management information in relation to the acquisition, running and disposal of Vehicles which may become or are at the relevant time the subject of Hiring Arrangements.

4. SERVICES TO BE PROVIDED BY LEASE PLAN

- 4.1 Where the Schedule includes an allowance for Maintenance and Repairs, Lease Plan will, subject to it approving all expenditure in excess of the Expenditure Limit prior to the service agent undertaking the repair or maintenance of the Vehicle, bear the cost of maintaining the Vehicle in good running order, including the cost of replacing tyres (except as limited by Clause 4.2(k)) and batteries.

The Hirer must, when appropriate, submit the Vehicle to a service agent approved by Lease Plan for maintenance. The Hirer must also carry out all other reasonable requirements of Lease Plan in relation to submitting the Vehicle to that service agent for maintenance.

- 4.2 The following items are not included in the maintenance referred to in clause 4.1:

- (a) replacement parts or repairs necessitated by accident to, or neglect or misuse of, the Vehicle;
- (b) maintenance which at the request of the Hirer is carried out or completed outside normal hours of business of the service agent other than where the maintenance costs are reasonably incurred and are of a reasonable amount;
- (c) maintenance or repair of accessories fitted to the Vehicle by the Hirer;
- (d) maintenance of any special painting, lettering or art work on the Vehicle;
- (e) the addition of approved anti-freeze to the Vehicle's radiator;
- (f) the addition of engine or fuel additives outside the manufacturer's schedule of service;
- (g) towing charges arising as a result of the Vehicle being involved in an accident or as a result of neglect or misuse of the Vehicle or where the driver has not adhered to the manufacturer's guidelines as to towage;
- (h) replacement windscreens for the Vehicle;
- (i) cleaning, washing and waxing of the Vehicle;
- (j) the cost of obtaining a roadworthy certificate or similar certificate for or in relation to the Vehicle; and
- (k) replacement of more than the number of tyres specified in the Schedule.

4.3 Where the Schedule so contemplates:

- (a) Lease Plan will, if the Hirer complies with any reasonable requests made by Lease Plan from time to time in relation to the supply of fuel, bear the cost of the supply to the Hirer of fuel for the Vehicle.
- (b) Lease Plan will subscribe on behalf of the Hirer in respect of the Vehicle for group membership at the standard rate of the Royal Automobile Club or similar motorist's organisation for the place in which the Vehicle is or will be registered.

4.4 With respect to each and every Vehicle the Schedule will indicate whether:

- (a) Lease Plan will bear the cost of keeping the Vehicle registered and will pay the Compulsory Third Party Insurance.
- (b) Lease Plan will pay the premiums and other charges (if any) arising under any insurance policy referred to in Clause 14.1 and Clause 14.2.
- (c) Lease Plan will bear the cost of Other Provisions.

5. REPLACEMENT VEHICLES

5.1 Where the Schedule contemplates a replacement vehicle, Lease Plan will make available a replacement vehicle following a request from an Authorised Officer up to the value contemplated in the Schedule.

5.2 The supply of a hire vehicle as a replacement vehicle shall in no way replace the Vehicle on a permanent basis and such replacement vehicle shall only be supplied whilst the Vehicle, the subject to the Hiring Arrangement, is off road for service or repair and not capable of being driven.

5.3 The fact that the Vehicle should, for any reason, become unroadworthy will not in any way prejudice the obligations of the Hirer under the Hiring Arrangement.

6. RENTAL

6.1 The Hirer agrees to pay the Monthly Rental to Lease Plan in advance on the first day of each month during the Term and, except where Clause 14.5 applies, during any period after the expiry or earlier termination of the Term during which Lease Plan does not consider the Vehicle to have obtained a suitable condition for sale, ie the Vehicle meets the Good Condition requirements as defined in this Agreement. The first such payment will be adjusted in respect of the period from the Contract Start Date to the last day of the month in which the Contract Start Date occurred by adding to it a proportionate part of the Monthly Rental (calculated on a daily basis). The last such payment will be adjusted by the corresponding proportionate part of the Monthly Rental.

- 6.2 If there is an increase or decrease during the Term in the cost to Lease Plan of any one or more or all of:
- (a) providing repair and maintenance services under Clause 4.1 as a result of kilometres driven being in excess of the number of kilometres per annum specified in the Schedule and on which the Monthly Rental is based;
 - (b) providing fuel under Clause 4.3(a) arising from an increase in the import parity price, State or Federal government taxes, a change in the method of calculation of the fuel price or as a result of kilometres driven being in excess of the number of kilometres per annum specified in the Schedule and on which the Monthly Rental is based;
 - (c) providing repair and maintenance services under Clause 4.1 and fuel under Clause 4.3(a) arising from a change in the day to day operating conditions of the Vehicle or as a result of a change in the geographical location in which the Vehicle is operated;
 - (d) providing breakdown/recovery services under Clause 4.3(b);
 - (e) keeping the Vehicle registered and insured under Clause 4.4(a);
 - (f) providing the services included as Other Provisions under Clause 4.4(c);
 - (g) providing insurance under Clause 14.1; and
 - (h) providing the Vehicle arising directly or indirectly from a change in, or the implementation of, any State or Commonwealth law or regulation or administrative direction or practice,

Lease Plan must give thirty (30) days notice to the Hirer of its intention to increase or decrease the Monthly Rental by preparing a new Pre-Calculation Sheet for the Hirer to sign.

7. FINAL SETTLEMENT - EXPIRY OF HIRING ARRANGEMENT

- 7.1 Except where Clause 8 applies, Lease Plan will on the Expiry Date calculate the difference between the distance driven by the Vehicle since the Contract Start Date (the “**Actual Distance**”) and the number of kilometres per month specified in the Schedule multiplied by the number of months in the Term (the “**Hiring Distance**”).

If the Actual Distance exceeds the Hiring Distance, the amount which is produced by multiplying that difference by the relevant Distance Variation will be debited to the Distance Variation Account. If the Hiring Distance exceeds the Actual Distance, the amount which is produced by multiplying that difference by the relevant Distance Variation will be credited to the Distance Variation Account. Lease Plan will advise the Hirer in writing of the amount debited or

credited to the Distance Variation Account and of the final balance of the account.

7.2 Except where Clause 8 applies, Lease Plan will on the Expiry Date:

- (a) dispose of the Vehicle and determine the proceeds of disposal of the Vehicle after deduction of all expenses properly and reasonably incurred in relation to such disposal (including, without limitation, the Costs of Restoring the Vehicle to Good Condition), (the result being the “**Net Proceeds of Disposal**”);
- (b) calculate the costs actually paid or incurred by Lease Plan in connection with the Vehicle during the Term by determining the sum of:
 - (i) any costs paid or incurred by Lease Plan under Clause 4.1, Clause 4.3, 4.4, (excluding Clause 4.4(c)), Clause 5 and Clause 14; and
 - (ii) the depreciation of the Vehicle, the interest cost to Lease Plan of financing the supply on hire of the Vehicle, the stamp duty payable in connection with the hire of the Vehicle, and the management costs, administrative costs and fringe benefits tax reporting costs incurred by Lease Plan represented by the Amortisation Amount, the Interest Costs amount, the Stamp Duty amount, the Management Fee amount, the Administrative Fee amount and the FBT Reporting amount respectively shown under Total Costs in the Schedule,

(the result being the “**Costs paid by Lease Plan**”);
- (c) calculate the total of the amounts paid by the Hirer in connection with the hire of the Vehicle by determining the aggregate of the Monthly Rental amounts actually paid by the Hirer to Lease Plan during the Term excluding the amounts in respect to Other Provisions (the “**Total Monthly Rental**”); and
- (d) calculate for each Vehicle:
 - (i) the aggregate of the Net Proceeds of Disposal and the Total Monthly Rental (the result being the “**Receipts from the Vehicle**”); and
 - (ii) the aggregate of the Residual Value and the Costs paid by Lease Plan (the result being the “**Costs of the Vehicle**”).
- (e) If the Receipts from the Vehicle exceed the Costs of the Vehicle, Lease Plan will:
 - (i) pay to the Hirer the amount by which the Receipts from the Vehicle exceed the costs of the Vehicle in accordance with Clause 7.2(g); and

- (ii) cancel the debit or credit made to the Distance Variation Account in accordance with Clause 7.1 in respect of that Vehicle, credit or debit the Distance Variation Account with an amount equal to the amount calculated under Clause 7.1.
- (f) If the Costs of the Vehicle exceed the Receipts from the Vehicle and:
- (i) an amount was debited to the Distance Variation Account in respect of that Vehicle, then the Hirer will pay to Lease Plan the lower of the aggregate of those amounts and the amount by which the Costs of the Vehicle exceed the Receipts from the Vehicle;
 - (ii) an amount was credited to the Distance Variation Account in respect of that Vehicle, Lease Plan will bear the amount by which the Costs of the Vehicle exceed the Receipts from the Vehicle; and
 - (iii) to cancel the debit or credit made in the Distance Variation Account in accordance with Clause 7.1 in respect of that Vehicle, credit or debit the Distance Variation Account with an amount equal to the amount calculated under Clause 7.1.
- (g) As soon as practicable after ninety (90) days of the Expiry Date for a Vehicle, if Clause 7.2(e) applies, Lease Plan will, subject to Clause 7.3 and the right of Lease Plan to set off any sum payable by the Hirer to Lease Plan under any Hiring Arrangement to which the Hirer is a party, pay to the Hirer the amount referred to in Clause 7.2(e)(i).
- (h) With respect to Other Provisions, if the actual costs paid by Lease Plan under Clause 4.4(c) exceed the amounts charged by Lease Plan to the Hirer for Other Provisions, then the Hirer will reimburse the amount of the difference to Lease Plan. If the amounts charged by Lease Plan to the Hirer for Other Provisions exceeds the actual costs paid by Lease Plan under Clause 4.4(c) in respect of Other Provisions, then Lease Plan will reimburse the amount of the difference to the Hirer.

7.3 Notwithstanding Clause 7.2, Lease Plan will not be required to pay any amount to the Hirer if, and for so long as, the Hirer is and continues to be in default under a Hiring Arrangement or Lease Plan reasonably considers that with the service of notice or the lapse of time or both the Hirer will be and will continue to be in default under a Hiring Arrangement. A payment may, however, be made at Lease Plan's discretion and will be made if all Hiring Arrangements between Lease Plan and the Hirer have terminated and Lease Plan has received from the Hirer all amounts due to Lease Plan from the Hirer under each such Hiring Arrangement.

7.4 On an annual date mutually agreed to by both Lease Plan and the Hirer, Lease Plan may vary the then current management, administration and FBT Reporting fee for each Hiring Arrangement commencing after that date, by an amount as mutually agreed to by both parties in writing.

8. FINAL SETTLEMENT - EARLY TERMINATION OF HIRING ARRANGEMENT

8.1 Right to Terminate Early

The Hirer at any time may notify Lease Plan in writing of an early termination of a Hiring Arrangement.

If the Hirer proposes and notifies Lease Plan in writing that the Hiring Arrangement be terminated early as a result of the employment contract of the Employee being terminated or the Employee taking temporary leave of absence from his or her employment (including extended leave without pay, paternity or maternity leave or leave associated with an interstate or overseas posting or secondment) then Clause 8.2 shall apply. If the Hirer proposes and notifies Lease Plan in writing that the Hiring Arrangement be terminated early for any other reason then Clause 8.3 shall apply.

8.2 Termination of Employment or Temporary Leave of Absence

If this Clause 8.2 applies, subject to the provisions of the next paragraph of this Clause, the Hirer must, by written notice to Lease Plan, make an election that one of Option A or Option B below is to have effect upon termination of the Hiring Arrangement.

Upon early termination under this Clause the Hirer may request Lease Plan to consider entering into with the Employee and a proposed new employer of the Employee, a Novation Arrangement in respect of the Vehicle once the Hiring Arrangement in respect of the Vehicle has been terminated in accordance with this Clause.

The Hirer acknowledges that the entry into such a Novation Arrangement shall be in Lease Plan's absolute discretion (and the exercise of such discretion will include an assessment by Lease Plan of the financial standing of the Employee and the proposed new employer and Lease Plan's credit criteria). It is also acknowledged that the terms and provisions of such a Novation Arrangement including, without limitation, the amount financed and the rate of interest, will be subject to agreement between Lease Plan and the Employee.

If Lease Plan agrees with the Employee that a Novation Arrangement will be entered into with the Employee then, notwithstanding the other provisions of this Clause, the Hirer shall only be entitled to terminate the Hiring Arrangement under this Clause in accordance with Option B.

If Lease Plan agrees with the Employee that a Novation Arrangement will be entered into with the Employee, then the Employee will pay to the registration authority in the State or Territory in which the Vehicle is registered, the required amount to transfer the registered owner of the Vehicle from the name of the Hirer, after first obtaining all the necessary certificates, to enable such transfer to take place.

Option A: Return the Vehicle to Lease Plan

If this Option A applies, the Hirer shall immediately return to Lease Plan the Vehicle and the current registration papers and will pay to Lease Plan:

- (i) any costs to bring the Vehicle to Good Condition as defined in this Agreement;
- (ii) any amount which arises from multiplying the Distance Variation (the rate referred to on the Schedule as "Each Extra Driven Kilometre Will Be Debited At") by the amount of Excess Kilometres (if any); and
- (iii) with respect to Other Provisions, the amount of the difference, if the actual Costs paid by Lease Plan under Clause 4.4(c) exceed the amounts charged by Lease Plan to the Hirer for Other Provisions.

Option B: Pay Lease Payout Value/Re-novation to New Employer

If this Option B applies, the Hirer shall immediately return to Lease Plan the Vehicle and the current registration papers and Lease Plan shall subsequent to the Early Termination Date:

- (i) dispose of the Vehicle as soon as it is in Good Condition as defined in this Agreement.

If the proceeds of disposal of the Vehicle after deduction of all expenses properly and reasonably incurred in relation to such disposal are less than the difference between the cost of the Vehicle including, without limitation, the Costs of Restoring the Vehicle to Good Condition, and the Cumulative Depreciation at the date such proceeds are received, Lease Plan will debit the Early Termination Account with the amount of the difference. If such net proceeds are more at the date such proceeds are received, Lease Plan will credit the Early Termination Account with the amount of the difference.

For the purpose of this Clause, Cumulative Depreciation will be the amount shown under the heading "Cumulative Depreciation" determined in accordance with the method implicit in the annexure to this Agreement for the number of whole months which have elapsed from the Contract Start Date to the date the proceeds of sale of the Vehicle are received by Lease Plan; and

- (ii) calculate the costs actually paid or incurred by Lease Plan in connection with the Vehicle prior to the Early Termination Date by determining the sum of any costs paid or incurred by Lease Plan under Clause 4.1, Clause 4.3, Clause 4.4, Clause 5 and Clause 14, (the result being the "**Operating costs paid by Lease Plan before Termination**"); and

- (iii) calculate the total of the amounts paid by the Hirer in connection with any services provided under Clause 4.1, Clause 4.3, Clause 4.4, Clause 5 and Clause 14, by determining the aggregate of the amounts actually paid by the Hirer to Lease Plan for provision of such services prior to the Early Termination Date (the “**Operating amounts paid by the Hirer before Termination**”).
- (iv) If the Operating costs paid by Lease Plan before Termination exceed the Operating amounts paid by the Hirer before Termination, Lease Plan shall debit the Early Termination Account with the difference. If the Operating amounts paid by the Hirer before Termination exceed the Operating costs paid by Lease Plan before Termination, Lease Plan shall credit the Early Termination Account with the amount of the difference.
- (v) As soon as practicable after 90 (ninety days) of the Early Termination Date, if the balance in the Early Termination Account in connection with the Vehicle is a credit Lease Plan shall pay to the Hirer the amount of the credit balance and debit the Early Termination Account with an amount equal to that payment. If the balance of the Early Termination Account is a debit, the Hirer shall pay to Lease Plan the amount of such debit balance and Lease Plan will credit the Early Termination Account with an amount equal to that receipt. (Where operating costs are unknown and prompt settlement is required, estimates of operating costs will be used).

8.3 Early Termination - Other Reasons

If this Clause 8.3 applies, then either Option C or Option D below shall apply to the termination of the Hiring Arrangement.

Option C shall apply if at the date the Hirer notifies Lease Plan of the early termination of the Hiring Arrangement under this Clause more than half of the Term (in completed months) of the Hiring Arrangement has elapsed.

Option D shall apply if at the date the Hirer notifies Lease Plan of the early termination of the Hiring Arrangement under this Clause less than half of the agreed Term (in completed month) of the Hiring Arrangement has elapsed.

Option C: More than 50% Lease Term Completed

If this Option C applies, the Hirer shall return the Vehicle and the current registration papers to Lease Plan and will pay to Lease Plan:

- (a) any costs to bring the Vehicles to Good Condition as defined in this Agreement and in accordance with Clause 17;
- (b) any amount which may arise from multiplying the Distance Variation by the amount of Excess Kilometres (if any); and

- (c) with respect to Other Provisions, the amount of the difference, if the actual costs paid by Lease Plan under Clause 4.4(c) exceed the amounts charged by Lease Plan to the Hirer for Other Provisions.

Option D: Pay the Lease Payout Value

If this Option D applies, Lease Plan shall, subsequent to the Early Termination Date:

- (a) (i) dispose of the Vehicle as soon as it is in Good Condition as defined in this Agreement

If the proceeds of disposal of the Vehicle after deduction of all expenses properly and reasonably incurred in relation to such disposal, including, without limitation, the Costs of Restoring the Vehicle to Good Condition, are less than the difference between the cost of the Vehicle and the Cumulative Depreciation at the date such proceeds are received, Lease Plan will debit the Early Termination Account with the amount of the difference. If such net proceeds are more at the date such proceeds are received, Lease Plan will credit the Early Termination Account with the amount of the difference.

For the purpose of this Clause, Cumulative Depreciation will be the amount shown under the heading "Cumulative Depreciation" determined in accordance with the method implicit in the annexure to this Agreement for the number of whole months which have elapsed from the Contract Start Date to the date the proceeds of sale of the Vehicle are received by Lease Plan; and

- (ii) calculate the costs actually paid or incurred by Lease Plan in connection with the Vehicle prior to the Early Termination Date by determining the sum of any costs paid or incurred by Lease Plan under Clause 4.1, Clause 4.3, Clause 4.4, Clause 5 and Clause 14, (the result being the "**Operating costs paid by Lease Plan before Termination**"); and
- (iii) calculate the total of the amounts paid by the Hirer in connection with any services provided under Clause 4.1, Clause 4.3, Clause 4.4, Clause 5 and Clause 14, by determining the aggregate of the amounts actually paid by the Hirer to Lease Plan for provision of such services prior to the Early Termination Date (the "**Operating amounts paid by the Hirer before Termination**").

- (b) If the Operating costs paid by Lease Plan before Termination exceed the Operating amounts paid by the Hirer before Termination, Lease Plan shall debit the Early Termination Account with the difference. If the Operating amounts paid by the Hirer before Termination exceed the Operating costs paid by Lease Plan before Termination, Lease Plan shall credit the Early Termination Account with the amount of the difference.
- (c) As soon as practicable after 90 (ninety days) of the Early Termination Date, if the balance in the Early Termination Account in connection with the Vehicle is a credit Lease Plan shall pay to the Hirer the amount of the credit balance and debit the Early Termination Account with an amount equal to that payment. If the balance of the Early Termination Account is a debit, the Hirer shall pay to Lease Plan the amount of such debit balance and Lease Plan will credit the Early Termination Account with an amount equal to that receipt

9. PAYMENTS

- 9.1 The stipulations as to the time of payment of the sums payable to Lease Plan under Clause 6 and under Clauses 7 and 8 are of the essence of the Hiring Arrangement and of this Agreement, respectively, and are conditions of the Hiring Arrangement and of this Agreement.
- 9.2 All payments to be made under this Agreement must be made by direct bank debit to an account advised by Lease Plan to the Hirer from time to time. All payments to be made under this Agreement, including any payments to be made under Clause 7 or Clause 8 must be made to Lease Plan in readily available funds.
- 9.3 The Hirer is liable to pay all stamp duties, financial institutions duty and other costs and taxes of a similar kind arising out of or in connection with the hire of the Vehicle, or any payment to be made in connection with the hire of the Vehicle.
- 9.4
 - (a) This Clause 9.4 applies if, during the Lease Term, Lease Plan becomes liable to pay GST in relation to any Supply under this Agreement (a "Taxable Supply").
 - (b) Lease Plan must issue a Tax Invoice or Tax Invoices to the Hirer for the amount of the GST referable to any Taxable Supply whether the value of that supply is calculated by reference to the Monthly Rental, additional contributions or any other consideration under this Agreement.
 - (c) In addition to the Monthly Rental, additional contributions or any other consideration payable under this Agreement, the Hirer must pay the amount of GST specified in an invoice under Clause 9.4(b) (without deduction or set off of any other amount) to Lease Plan at the same time and in the same manner as the Monthly Rental, additional contribution or consideration is payable.

- (d) If the Hirer makes default in the payment on the due date of any amount payable under Clause 9.4(c) then, without prejudice to any other remedies available to Lease Plan, the Hirer shall pay to Lease Plan upon demand an amount equal to the amount of any additional tax or penalties that shall have become chargeable to Lease Plan by reason of such default but excluding any additional interest, penalty, fine or other amount imposed as a result of Lease Plan failing to comply with its obligations under GST Law other than as a result of that default.
- (e) As between Lease Plan and the Hirer, Lease Plan shall not be obliged to pay any GST on or to take any other steps to minimise the liability in respect of GST until the corresponding payment is received from the Hirer.
- (f) If Lease Plan determines on reasonable grounds that the amount of GST paid or payable by it on any Taxable Supply under this Agreement differs for any reason from the amount of GST specified in the invoice under Clause 9.4(c), the amount of GST paid or payable by the Hirer shall be adjusted accordingly.

10. CONDITION OF VEHICLE

10.1 Unless a Vehicle is a Sale and Hireback Vehicle, the Hirer will, no later than the day after delivery of the Vehicle by Lease Plan to the Hirer, or where the Vehicle is delivered to the Hirer by the supplier, carry out an inspection of the Vehicle with a view to confirming that the Vehicle is complete and in accordance with the relevant order to the supplier or Motor Vehicle Order Form (as the case requires) and that it is free from defects and damage which such an inspection would reveal. The Hirer must, if required by Lease Plan, sign a certificate to that effect. Any such certificate will be conclusive of the facts stated in it.

10.2 RESERVED

10.3 The Hirer acknowledges that Lease Plan has not made, and does not hereby make, any representation or warranty with regard to the date of delivery of the Vehicle or its merchantability, condition, quality or fitness for purpose. The Hirer will be able to rely on manufacturers warranties.

11. LIABILITIES

11.1 So long as Lease Plan has promptly placed an order on the supplier for the supply of a Vehicle, Lease Plan will not be liable for any delay in delivery of the Vehicle.

11.2 The Hirer indemnifies and holds Lease Plan fully indemnified against any loss, damage or injury (including death) to persons or property occurring in connection with the Vehicle or as a result of the use of the Vehicle except where the loss, damage or injury results from the negligence or wilful default of Lease Plan.

11.3 The Hirer covenants and agrees with Lease Plan to take delivery of the Vehicle within 7 days of being notified by Lease Plan that the Vehicle is available for delivery. If the Hirer fails to do so, the Hirer will nevertheless be liable to Lease Plan as if the Hirer had taken delivery of the Vehicle on the Contract Start Date and then immediately returned it to Lease Plan and terminated the Hiring Arrangement under Option D of Clause 8.3.

12. OBLIGATIONS OF THE HIRER IN RELATION TO THE VEHICLE

The Hirer shall until the Vehicle is returned to or collected by Lease Plan at the Expiry Date or prior termination of the Term:

- (a) subject to Clause 4.1, be fully responsible for maintaining the Vehicle in good and substantial repair and proper working condition and for any loss of, or damage to, the Vehicle however occasioned (fair wear and tear only excepted), and must give immediate written notice to Lease Plan of any such loss or damage to the Vehicle;
- (b) not without the prior written consent of Lease Plan cause or permit the Vehicle to be taken permanently to a State or Territory other than the State or Territory in which delivery of the Vehicle is made;
- (c) upon request from Lease Plan or its authorised representatives, present the Vehicle from time to time at a mutually agreed location for inspection and testing;
- (d) subject to Clause 4.4(a), punctually pay or cause to be paid all licence fees, duties, fees and other charges which may from time to time become payable in respect of the Vehicle and on demand show to Lease Plan the receipt for those payments;
- (e) keep the Vehicle free from any lien of any kind and free from any distress, execution or other legal process and if, despite this obligation, any such event does affect the Vehicle to immediately inform Lease Plan of that fact by telephone with subsequent written confirmation;
- (f) not without the prior written consent of Lease Plan, sell, assign, let on hire or dispose of or part with possession of the Vehicle or any part of the Vehicle and if, despite this prohibition, the Hirer is not for any reason in possession of the Vehicle, the Hirer must forthwith notify Lease Plan of that fact and take all necessary steps (including without limitation those required by Lease Plan) to recover possession of the Vehicle;
- (g) not use or allow the Vehicle to be used for any purpose for which it is not designed or suitable and in particular, but without limitation, for racing, pace-making or speed or other testing, the carriage of passengers for hire or reward or for the transportation of dangerous or noxious substances (except as required for the mining or exploration operation by the Hirer and in accordance with applicable laws) or any other load which might harm the Vehicle;

- (h) not without the prior written consent of Lease Plan make any alteration to the Vehicle;
- (i) permit the Vehicle to be driven only with the Hirer's consent and by competent persons who either hold a valid and current driving licence for the State or Territory in which the Vehicle is being driven or who are legally permitted to drive the Vehicle without holding such a licence;
- (j) procure that the Vehicle is so far as reasonably possible adequately protected against and not exposed to damage from fire, theft or any other avoidable risk and not use or allow the Vehicle to be used for any purpose not permitted by the terms and conditions of the relevant policy of insurance or to do or allow to be done any act or thing which may invalidate the insurance; and
- (k) not by any act or omission contravene the provisions of any statute, statutory instrument or regulation relating to the Vehicle or the use of the Vehicle and if, despite this obligation, such a contravention does occur, pay all fines and other penalties imposed in respect of that occurrence.

13. INTEREST ON UNPAID SUMS

The Hirer shall pay to Lease Plan on demand interest at a rate per annum equivalent to two percentage points above the 30 day Bank Bill Swap Rate (Reuters Screen BBSW) on the day the payment became due on all sums which from time to time may be due from the Hirer to Lease Plan under a Hiring Arrangement and, for the time being are unpaid, such interest being calculated from the due date until payment as well after as before judgment.

14. INSURANCE

- 14.1 Unless Clause 14.2 applies and without prejudice to the liability to Lease Plan of the Hirer, Lease Plan shall keep the Vehicle insured on a comprehensive basis against loss or damage by accident, fire and theft and against third party liability upon and subject to the terms and conditions of the policy of insurance copies of which are available for inspection at the offices of Lease Plan upon request. The Hirer for himself and every driver of the Vehicle agrees to comply with and be bound by all the terms, conditions and limitations of the said policy of insurance.

Lease Plan shall procure that the policy of insurance provides that the coverage afforded cannot be cancelled or materially altered without seven days' prior written notice to Lease Plan. If Lease Plan receives such a notice, it will promptly inform the Hirer.

14.2 At the request of the Hirer, Lease Plan may agree that, in respect of the Vehicle, Clause 14.1 does not apply. In that event, without prejudice to the liability of the Hirer to Lease Plan, the Hirer shall keep the Vehicle insured with insurers approved of in writing by Lease Plan on a comprehensive basis against loss or damage by accident, fire, theft and other appropriate risks to the full replacement value of the Vehicle.

The policy of insurance must provide that the coverage afforded cannot be cancelled or materially altered without seven days' prior written notice to Lease Plan. The Hirer shall notify the insurers that the Vehicle is the property of Lease Plan and request the insurers to endorse a note of such ownership on the policy of insurance. The Hirer shall upon demand show to Lease Plan the policy of insurance, the premium receipts and insurance certificates.

14.3 If the Hirer defaults in the payment of any premium in respect of any policy of insurance, Lease Plan may pay such premium. If Lease Plan does so the Hirer must pay the amount of the premium to Lease Plan on demand by way of damages for the breach of the requirement to pay the premium.

14.4 Unless Clause 14.2 applies, every accident involving the Vehicle must be reported by telephone to Lease Plan and confirmed in writing as soon as possible and in any event by the end of the first Business Day following the accident. The Hirer must carry out all instructions of Lease Plan in relation to the repair of the Vehicle, must forthwith complete any accident report form (which must not make any admission of liability) and must obtain witnesses' details if possible. Unless otherwise agreed:

(a) the Hirer and the driver must immediately deliver to Lease Plan every summons, writ, pleading or paper of any kind relating to any and all claims, suits and proceedings received by either or both of the Hirer and the driver; and

(b) the Hirer and the driver must not in any manner aid or abet any claimant except where required by law or the direction of a court but must cooperate fully with Lease Plan and, where appropriate, its insurers in all matters connected with the investigation and conduct of any claim or action.

14.5 If the Vehicle is lost, stolen or damaged and is declared to be a total loss by its insurers, the Term or, where the Vehicle is a Sale and Hireback Vehicle, the Term in respect of the relevant Vehicle only will terminate upon the insurer paying the proceeds of the policy of insurance of the Vehicle to Lease Plan and Option D of Clause 8.3 shall apply. In making any calculation under paragraph Option D in Clause 8.3, references to the proceeds of the disposal of the Vehicle will be references to the amount received by Lease Plan from such insurers in respect of the Vehicle.

14.6 Without prejudice to Clause 11.2 and Clause 12(a), the Hirer indemnifies and holds Lease Plan harmless from and against:

- (a) any claims against Lease Plan in excess of the limit of Lease Plan's third party insurance cover for loss or damage to persons or property arising out of or caused by the ownership or use of the Vehicle; and
- (b) the loss of, or any damage to, the Vehicle in respect of which Lease Plan does not recover in full from the insurer of the Vehicle.

15. DEFAULT BY HIRER

15.1 If:

- (a) the Hirer fails punctually to pay any instalment of Monthly Rental or other sum due under the Hiring Arrangement or any other agreement between Lease Plan and the Hirer; or
- (b) the Hirer fails to observe or perform any of the other terms and conditions of the Hiring Arrangement or any other agreement between Lease Plan and the Hirer; or
- (c) any other agreement between Lease Plan and the Hirer is terminated by Lease Plan following any breach or any occurrence of the nature described in this Clause; or
- (d) if any distress, execution, diligence, impounding or other legal process is levied on the Vehicle or any part of the Vehicle or if the Hirer permits any judgment against the Vehicle to remain unsatisfied for seven (7) days or does or allows to be done any act or thing which may jeopardise Lease Plan's rights in the Vehicle or any part of the Vehicle; or
- (e) the Hirer calls any meeting of its creditors or enters into any liquidation or has a receiver or administrator appointed to it or to all or any of its assets; or
- (f) the insurers of the Vehicle decline to insure or to continue to insure the Vehicle; or
- (g) any event or circumstance occurs whether in relation to the business or affairs of the Hirer or otherwise which in the reasonable opinion of Lease Plan jeopardises the safety or condition of the Vehicle or prejudices Lease Plan's interest in the Vehicle or which indicates that the Hirer will be unable or unwilling to comply with its obligations under the Hiring Arrangement,

then in each and every such case the Hirer will advise Lease Plan in writing of the occurrence. Lease Plan will advise the Hirer in writing of any occurrence under Clause 15.1 of which it becomes aware. In the case of failing to punctually pay any instalment of Monthly Rental Lease Plan will allow the Hirer seven days to rectify that occurrence. In the case of each and every other occurrence described in this Clause Lease Plan will allow the Hirer thirty days to rectify the occurrence.

- 15.2 If the Hirer does not rectify any occurrence specified in Clause 15.1 within the time permitted, Lease Plan may (but without prejudice to any other rights under the Lease) forthwith by notice in writing sent to the Hirer terminate the Hiring Arrangement in respect of that Vehicle.
- 15.3 Following any termination of the Hiring Arrangement under Clause 15.2, the Hirer will then no longer be in possession of the Vehicle together with all registration documents and licences relating to the Vehicle. In that event Lease Plan may without prejudice to Lease Plan's claim for any arrears of Monthly Rental or damages for any breach of the Hiring Arrangement or any other rights under the Hiring Arrangement retake possession of the Vehicle together with such documents and may for that purpose enter upon any premises belonging to or in the occupation or control of the Hirer.
- 15.4 The Hirer will be responsible for all proper and reasonable costs, charges and expenses incurred by Lease Plan in retaking possession of the Vehicle and the documents referred to in Clause 15.3 except any costs, charges and expenses arising as a result of or in consequence of the negligence or wilful default of Lease Plan.

16. CONSEQUENCES OF TERMINATION UPON DEFAULT

If Lease Plan does terminate the Hiring Arrangement as provided in Clause 15 then without prejudice to the right of Lease Plan to bring a claim for damages for breach of the Hiring Arrangement Option D of Clause 8.3 will apply and the Hirer shall forthwith upon written demand pay to Lease Plan any amounts due by the Hirer to Lease Plan.

17. RETURN OF VEHICLE

- 17.1 On the Expiry Date or (except where Clause 14.5 applies), any earlier date on which the Hiring Arrangement is terminated, the Hirer must forthwith return the Vehicle and all registration documents and licences to Lease Plan at the address specified by Lease Plan. The Vehicle will remain at the risk of the Hirer until it is returned to, or collected by, Lease Plan. Without prejudice to the other obligations of the Hirer under the Hiring Arrangement, the Hirer must reimburse to Lease Plan the Costs of Restoring the Vehicle to Good Condition.

- 17.2 Before returning the Vehicle the Hirer may remove any accessories fitted at the Hirer's expense during the Term. Any resulting damage to the Vehicle must be made good to the reasonable satisfaction of Lease Plan. The Hirer will not have any claim against Lease Plan in respect of any such accessory which is not removed.
- 17.3 If there is any dispute as to the restoration of the Vehicle to Good Condition, an appropriately qualified person acceptable to both parties to this Agreement will be appointed to arbitrate. The decision of this person will be accepted as final by both Lease Plan and the Hirer.

18. EXERCISE OF RIGHTS

The Hirer shall repay to Lease Plan on demand and on a full indemnity basis all proper and reasonable costs, charges and expenses incurred in any way by reason of Lease Plan exercising any rights it may have under the Hiring Arrangement or by reason of any breach of the Hiring Arrangement by the Hirer including but without limitation all proper and reasonable costs, charges and expenses incurred in ascertaining the whereabouts of either or both of the Vehicle and the Hirer.

19. WAIVER OF RIGHTS

No forbearance, indulgence or relaxation on the part of Lease Plan shown or granted to the Hirer or in enforcing any of the terms and conditions of the Hiring Arrangement shall in any way affect, diminish, restrict or prejudice the rights or powers of Lease Plan under the Hiring Arrangement or operate as or be deemed to be a waiver of any breach of the terms and conditions of the Hiring Arrangement on the part of the Hirer.

20. NOTICES

Any notice to be given by either party to the other shall be given either:

- (a) in writing by post to the address of the other party as appearing in this Agreement or such other address as such party may from time to time have communicated to the other in accordance with this Clause and if so sent shall be deemed to be served on the day following the date of posting. In proving service it will be sufficient to show that the letter containing the notice was properly addressed, stamped and posted by mail; or
- (b) by facsimile transmission to the published facsimile number of the other party and if sent shall be deemed to have been received by the other party if the sender has evidence of successful transmission.

21. ASSIGNMENT

A party must not assign or charge the benefit of this Agreement or any Hiring Arrangement or attempt to do either of these things without the prior consent of the other party, which consent will not be unreasonably withheld or delayed.

22. EXECUTION

This Agreement is not binding on Lease Plan until it has been signed on behalf of Lease Plan. Any Schedule forming the basis of a Hiring Arrangement is not binding on Lease Plan until Lease Plan has completed it as contemplated by Clause 1.6.

23. GOVERNING LAW

This Agreement and each Hiring Arrangement is governed by and construed in accordance with the law of the State in which this Agreement is signed by the Hirer.

24. ANNUAL ACCOUNTS

The Hirer shall, within 120 days of the end of the financial year of the Hirer, provide Lease Plan with a full set of audited accounts prepared in accordance with standards accepted by the office of the Auditor Generals Department in the state in which the Hirer is administered. In the event that the Hirer is not required by law to submit its books and records for audit, the Hirer will submit an accountant's report with its accounts.

25. STATEMENT OF CALCULATION

Lease Plan will, upon request by the Hirer, supply the Hirer with a statement of the result of any calculation made under this Agreement or under the Hiring Arrangement. In the absence of manifest error, such a statement will be conclusive of the facts stated in it and will be binding on the Hirer.

26. ODOMETER READINGS

The distance actually travelled by the Vehicle at any time and from time to time will be determined by reference to the odometer fitted to the Vehicle. The Hirer must immediately notify Lease Plan if at any time the odometer becomes unserviceable.

The distance actually travelled by the Vehicle whilst the odometer is unserviceable will be calculated by reference to the daily average distance travelled by the Vehicle during the preceding 90 days or since the Contract Start Date, whichever is the lesser.

27. HOLDING OVER PERIOD

If the Hirer fails to return the Vehicle at the expiration of the Term (without affecting the obligations of the Hirer under the Hiring Arrangement) the period of the Hiring Arrangement will be extended from month to month (the "Holding Over Period") at the same monthly rental and otherwise on the same terms and conditions as set out in the Hiring Arrangement (or under any variation then prevailing pursuant to the terms of the Hiring Arrangement) provided that:

- (a) the Holding Over Period may be determined by Lease Plan demanding possession of the Vehicle at any time or by the Hirer delivering the Vehicle to Lease Plan;
- (b) Clause 7 will apply as if the earlier to occur of the day the Vehicle is returned to Lease Plan and the day Lease Plan considers the Vehicle is in saleable condition is the Expiry Date.

28. SEVERABILITY

Any provision in this Agreement or the Hiring Arrangement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Agreement or the Hiring Arrangement or affecting the validity or enforceability of that provision in any other jurisdiction.

29. SPECIAL TERMS AND CONDITIONS

The following special terms and conditions (if any) apply to this Agreement and to any Hiring Arrangement incorporating the terms and conditions set out in this Agreement.

29.1 Accident Damage Costs

In respect of any damage costs incurred on a Vehicle which is not covered by insurance or the maintenance provisions, the supplier or repairer will be directed to the Employee for payment, unless the Hirer has been notified and has approved the repairs.

29.2 Payment by Electronic Funds Transfer

This clause replaces Clause 9.2 of this Agreement. All payments to be made under this Agreement must be made by Electronic Funds Transfer to an account advised by Lease Plan to the Hirer from time to time. All payments to be made under this Agreement, including any payments to be made under Clause 7 or Clause 8 must be made to Lease Plan in readily available funds.

29.3 Invoicing

Lease Plan undertakes to prepare and issue a monthly invoice to the Hirer on or before the 25th day of each month detailing Monthly Rental payments which are due and payable on the first Business Day of the following month.

Lease Plan recognises that the Hirer requires Lease Plan's invoice to be received before the beginning of each month to enable GST input credits to be claimed by the Hirer.

If invoicing is not submitted to the Hirer by the 25th of the month, then the account will not be considered due for payment until the following month.

29.4 Customer Satisfaction Survey

Lease Plan will conduct a post implementation survey within six months after the contract starts, to measure the perceived gap between expectations and performance.

Account Managers are empowered to respond to survey gaps in the Post Implementation Review, the Annual Review or Driver Surveys.

**MOTOR VEHICLE ORDER FORM
VIA FAX**

TO: VEHICLE ORDER DEPARTMENT

FROM:

DATE:.....

VEHICLE DETAILS

MAKE AND MODEL:

TRANSMISSION: AUTO/MANUAL

BODY STYLE: (SDN,WG,ETC)

COLOUR 1.

TRIM COLOUR

COLOUR 2.

TRIM COLOUR

OPTIONS/ACCESSORIES

* AIR CONDITIONING

* ELECTRIC WINDOWS

* CENTRAL LOCKING

* TOW BAR

* POWER STEERING

* CAR ALARM

* HEADLIGHT PROTECTORS

* MUD FLAPS

* BONNET PROTECTOR

* ELECTRIC TRAILER

* COUNTRY

* CAR PHONE

* GAS CONVERSION

BRAKE

SUSPENSION PACK

OTHER:

VEHICLE TO BE REPLACED: Registration No.: Odometer Reading:

DRIVER DETAILS

DRIVER'S NAME:

TELEPHONE NUMBER:.....COST CENTRE (If applicable)

INSURANCE DETAILS: Has the driver been involved in any form of motor vehicle accident in the past five (5) years? YES/NO

If YES, please provide details of the accident along with the approximate value of damages:

LEASE DETAILS: TERM (in months)KILOMETRES P/A.....

ADDITIONAL INFORMATION

REGISTRATION: BUSINESS/PRIVATE COMMERCIAL

VEHICLE DELIVERY LOCATION: DELIVERY DATE

PLEASE ORDER/OBTAIN ON OUR BEHALF THE VEHICLE DESCRIBED ABOVE:

CALCULATION NUMBER.....ACCEPTED

NAME (Please print) DATE/...../.....

SIGNATURE

PRE CALCULATION SHEET

[Name and Address of Hirer]		Calculation Date : Calculation No. : Calculation base : Contract No. :		
Vehicle Manufacturer	Model	Type	Auto/Manual	Doors
		Price	Discount	Net
Basic Price:		xx,xxx.xx	xx,xxx.xx	xx,xxx.xx
Options & Accessories:		xx,xxx.xx	xx,xxx.xx	xx,xxx.xx
- Purchase Stamp Duty: :		xx,xxx.xx	xx,xxx.xx	xx,xxx.xx
				----- Total: xx,xxx.xx
Kilometre / Year:	xx,xxx	Interest %:	xx.xx	Interest Base: xx,xxx.xx
Kilometre / Month:	xx,xxx	Number of months:	xx	Res. Value: xx,xxx.xx
		Total Costs	Per Month	Per Km.
Amortisation:		xx,xxx.xx	xxx.xx	
Interest:		xx,xxx.xx	xxx.xx	
Contract Stamp Duty:		xx,xxx.xx	xxx.xx	
Registration Fee:		xx,xxx.xx	xxx.xx	
Insurances:		xx,xxx.xx	xxx.xx	
Maintenance-Repairs:		xx,xxx.xx	xxx.xx	.XXXX
Tyres:		xx,xxx.xx	xxx.xx	.XXXX
Fuel:		xx,xxx.xx	xxx.xx	.XXXX
Other Provisions		xx,xxx.xx	xxx.xx	.XXXX
Replacement Car:		xx,xxx.xx	xxx.xx	.XXXX
Membership Autom. Club:		xx,xxx.xx	xxx.xx	
Management Fee:		xx,xxx.xx	xxx.xx	
Administration Fee:		xx,xxx.xx	xxx.xx	
F.B.T Reporting Fee:		xx,xxx.xx	xxx.xx	
TOTAL COSTS:		xx,xxx.xx =====	* x,xxx.xx * =====	.XXXX =====
Distance	:	Each Less Driven Kilometre Will Be Credited At		:xxxx
Variation	:	Each Extra Driven Kilometre Will Be Debited At		:xxxx

Accepted on behalf of the Hirer: Date / /

(Au

CONTRACT SUPPLEMENT TO THE LONG TERM HIRE AGREEMENT

[Name and Address of Hirer]		Calculation Date : Calculation No. : Calculation base : Contract No. : Calculation No. for Order :																																																																										
Vehicle Manufacturer	Model	Type	Auto/Manual																																																																									
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<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 15%;">Total Costs</th> <th style="width: 15%;">Per Month</th> <th style="width: 10%;">Per Km.</th> </tr> </thead> <tbody> <tr> <td>Amortisation:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td></td> </tr> <tr> <td>Interest:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td></td> </tr> <tr> <td>Contract Stamp Duty:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td></td> </tr> <tr> <td>Registration Fee:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td></td> </tr> <tr> <td>Insurances:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td></td> </tr> <tr> <td>Maintenance-Repairs:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td style="text-align: right;">.XXXX</td> </tr> <tr> <td>Tyres:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td style="text-align: right;">.XXXX</td> </tr> <tr> <td>Fuel:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td style="text-align: right;">.XXXX</td> </tr> <tr> <td>Other Provisions</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td style="text-align: right;">.XXXX</td> </tr> <tr> <td>Replacement Car:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td style="text-align: right;">.XXXX</td> </tr> <tr> <td>Membership Autom. Club:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td></td> </tr> <tr> <td>Management Fee:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td></td> </tr> <tr> <td>Administration Fee:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td></td> </tr> <tr> <td>F.B.T Reporting Fee:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">xxx.xx</td> <td></td> </tr> <tr> <td colspan="2"></td> <td style="text-align: center;">=====</td> <td></td> </tr> <tr> <td>TOTAL COSTS:</td> <td style="text-align: right;">xx,xxx.xx</td> <td style="text-align: right;">* x,xxx.xx *</td> <td style="text-align: right;">.XXXX</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: center;">=====</td> <td style="text-align: right;">=====</td> </tr> </tbody> </table>						Total Costs	Per Month	Per Km.	Amortisation:	xx,xxx.xx	xxx.xx		Interest:	xx,xxx.xx	xxx.xx		Contract Stamp Duty:	xx,xxx.xx	xxx.xx		Registration Fee:	xx,xxx.xx	xxx.xx		Insurances:	xx,xxx.xx	xxx.xx		Maintenance-Repairs:	xx,xxx.xx	xxx.xx	.XXXX	Tyres:	xx,xxx.xx	xxx.xx	.XXXX	Fuel:	xx,xxx.xx	xxx.xx	.XXXX	Other Provisions	xx,xxx.xx	xxx.xx	.XXXX	Replacement Car:	xx,xxx.xx	xxx.xx	.XXXX	Membership Autom. Club:	xx,xxx.xx	xxx.xx		Management Fee:	xx,xxx.xx	xxx.xx		Administration Fee:	xx,xxx.xx	xxx.xx		F.B.T Reporting Fee:	xx,xxx.xx	xxx.xx				=====		TOTAL COSTS:	xx,xxx.xx	* x,xxx.xx *	.XXXX			=====	=====
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Start Kilometres:		Contract Start Date:																																																																										

EARLY TERMINATION CALCULATION

Month	Lease Cost \$	Interest \$	Capital \$	Written Down Value \$	Cumulative Depreciation	Example
1	408.02	330.00	78.02	24,921.98	78.02	Vehicle price 25000.00
2	408.02	323.12	84.90	24,837.08	162.92	Residual Value 13500.00
3	408.02	316.25	91.77	24,745.31	254.69	
4	408.02	309.37	98.65	24,646.66	353.34	Total depreciation 11500.00
5	408.02	302.50	105.52	24,541.14	458.86	Lease Cost 408.02
6	408.02	295.62	112.40	24,428.75	571.25	Term in months 48
7	408.02	288.75	119.27	24,309.47	690.53	
8	408.02	281.87	126.15	24,183.33	816.67	Start Date
9	408.02	275.00	133.02	24,050.31	949.69	End Date
10	408.02	268.12	139.90	23,910.41	1,089.59	Whole months expired 0
11	408.02	261.25	146.77	23,763.64	1,236.36	Registration
12	408.02	254.37	153.65	23,609.99	1,390.01	
13	408.02	247.50	160.52	23,449.47	1,550.53	
14	408.02	240.62	167.40	23,282.08	1,717.92	
15	408.02	233.75	174.27	23,107.80	1,892.20	
16	408.02	226.87	181.15	22,926.66	2,073.34	
17	408.02	220.00	188.02	22,738.64	2,261.36	
18	408.02	213.12	194.90	22,543.74	2,456.26	
19	408.02	206.25	201.77	22,341.97	2,658.03	
20	408.02	199.37	208.65	22,133.32	2,866.68	
21	408.02	192.50	215.52	21,917.80	3,082.20	
22	408.02	185.62	222.40	21,695.41	3,304.59	
23	408.02	178.75	229.27	21,466.14	3,533.86	
24	408.02	171.87	236.15	21,229.99	3,770.01	
25	408.02	165.00	243.02	20,986.97	4,013.03	
26	408.02	158.12	249.90	20,737.07	4,262.93	
27	408.02	151.25	256.77	20,480.30	4,519.70	
28	408.02	144.37	263.65	20,216.66	4,783.34	
29	408.02	137.50	270.52	19,946.14	5,053.86	
30	408.02	130.62	277.40	19,668.74	5,331.26	
31	408.02	123.75	284.27	19,384.47	5,615.53	
32	408.02	116.87	291.15	19,093.32	5,906.68	
33	408.02	110.00	298.02	18,795.30	6,204.70	
34	408.02	103.12	304.90	18,490.41	6,509.59	
35	408.02	96.25	311.77	18,178.64	6,821.36	
36	408.02	89.37	318.65	17,859.99	7,140.01	
37	408.02	82.50	325.52	17,534.47	7,465.53	
38	408.02	75.62	332.40	17,202.08	7,797.92	
39	408.02	68.75	339.27	16,862.81	8,137.19	
40	408.02	61.87	346.15	16,516.66	8,483.34	
41	408.02	55.00	353.02	16,163.64	8,836.36	
42	408.02	48.12	359.90	15,803.75	9,196.25	
43	408.02	41.25	366.77	15,436.98	9,563.02	
44	408.02	34.37	373.65	15,063.33	9,936.67	
45	408.02	27.50	380.52	14,682.81	10,317.19	
46	408.02	20.62	387.40	14,295.42	10,704.58	
47	408.02	13.75	394.27	13,901.15	11,098.85	
48	408.02	6.87	401.15	13,500.00	11,500.00	
	19,584.96	8,084.96	11,500.00	0.00	0.00	

RECEIPT VOUCHER

Order Number: Client Number:	Registration No.: Contract Number:
Make : Model : Type : Chassis No. :	No. of Doors : No. of Gears : Colour : Upholstery :
Options/Accessories: Sunroof Electric Front & Rear Mudflaps Prestige Paint	
Options/Accessories on account of the client/driver: Car Phone Installation	
Driver : Dealer :	

I,, on behalf of the client mentioned above, having inspected the vehicle and find it to be in an acceptable condition.

Signature for acceptance

Signature for acceptance

DEALER:

DRIVER:

Date: / /

Mileage at delivery:

Date of delivery: / /

Execution by a Company

**THE COMMON SEAL of LA TROBE)
UNIVERSITY was affixed by authority of)
the VICE-CHANCELLOR:)**

.....
Vice-Chancellor

in the presence of:

.....
University Secretary

Signed for and on behalf of
LEASE PLAN AUSTRALIA LIMITED

.....
(Authorised Officer)