



Terms and Conditions

(Effective 10th April 2026)

Terms and Conditions

1. DEFINITIONS

OWNER

Means Asset Construction Hire Pty Ltd (ACH), its employees, subcontractors or agents and any associated companies.

HIRER

Means the person or persons, partnership, trust, firm or corporation referred to in the HAC, its servants or agents and any associated companies.

HAC

Means the Hire Agreement Contract, which specifies the Rate of Hire, Duration of Hire, Site location details, etc.

Hire Charge

Means the consideration for the hire of the Equipment as detailed in the HAC.

Hire Period

Means the period specified in the HAC and any extension thereto.

Site Location

Means the place referred to in the HAC or such other place the parties may agree upon.

Premises

Means the OWNER'S yard and/or any other location specified by the OWNER.

Dry Hire

Means the OWNER supplies equipment only.

Replacement Cost

Means the supplier's or the manufacturer's recommended retail price for an article to replace any lost, damaged, destroyed, or stolen equipment.

Equipment

Means items, which the HIRER hires from the OWNER and which are listed on the HAC as well as any tools, accessories, attachments, parts, manuals, instructions, and any substitute and replacement equipment.

Rental Ready

Means the equipment is in safe working condition, is clean and undamaged consistent with the condition with which it was dispatched at the commencement of the hire period.

Goods

Means all wares, merchandise, articles of every kind and description, and includes packages, crates, and contents thereof, of whatsoever kind.

Operator

Means a worker, one employed or skilled in operating the Equipment.

2. ACCEPTANCE

a. Usage of the Equipment constitutes acceptance of these TERMS AND CONDITIONS, or

b. Acceptance of the HAC by the HIRER is deemed to occur on receipt by the OWNER from the HIRER of either a verbal confirmation, written agreement, or by email.

c. If the HIRER cancels the HAC after the OWNER receives confirmation the HIRER will incur a cancellation fee. The cancellation fee will be as per clause 3.3 a.

d. It is the HIRER'S responsibility to be at the Agreed Site Location 15 minutes before or after the agreed Delivery or Pickup of the Equipment. This allows for normal traffic variations. If the HIRER is not at the site location as agreed to instruct the transport driver on where to access and egress the site location, the HIRER remains liable for all costs incurred by the OWNER.

e. It is the HIRER'S responsibility to communicate any traffic management plans or special requirements for Delivery, at the time of booking.

3. HIRE PERIOD

3.1 COMMENCEMENT

The hire period commences from,

a. The time and date specified in the HAC or

b. The time the equipment is delivered to the HIRER (if delivery has been arranged by the OWNER) whichever is the later.

3.2 OFF-HIRE NUMBERS AND RETURNS

a. Notwithstanding when the Hire Period ends, the HIRER shall be responsible for ensuring that the Equipment is not damaged, stolen or harmed in any way if the HIRER leaves the equipment unattended at any time, including leaving the equipment for collection by the OWNER.

b. In the event of the HIRER failing to return the OWNER'S equipment to the OWNER'S premises the hire charges will continue until 5pm on the day the machine is returned.

c. If the OWNER considers that the equipment is not returned in Rental-Ready condition the hire period shall continue until the equipment is renewed to Rental-Ready condition.

d. Notwithstanding when the Hire Period ends, the HIRER shall remain Liable under this agreement until all monies owing to the OWNER have been paid in full including but not limited to Hire Charges, Cleaning Charges, Damage Levy Charges, Damage and Repair Charges, Fuel Charges, Loss of Equipment Charges and Interest Charges.

3.3 TERMINATION

a. The HIRER may terminate this Agreement by notice in writing to ACH together with payment to ACH of 80% of the hire charge which would otherwise have been payable during the balance of the HAC, provided that the full hire charge payable in respect

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of such Equipment is paid by the HIRER up to the date of the said notice.

b. Upon determination or termination of this agreement, the HIRER shall at the HIRER'S expense:

1) Return the Equipment to the OWNER at the OWNER'S premises or agreed location; failing which the HIRER irrevocably permits the OWNER to enter upon the premises where the equipment is held and take possession of such Equipment without notice. The HIRER agrees to indemnify the OWNER against any claim whatsoever in entering premises where the Equipment is located, including premises not owned by the HIRER.

2) Return the Equipment in Rental-ready condition, with batteries charged, equipment cleaned. Fuel will be charged at \$3.80/L +GST at time of writing.

c. ACH reserves the right to cancel any HAC at any time without the necessity to give reasons to the HIRER. The HIRER will be responsible for the hire, at the rate agreed, up to such time as ACH advises the HIRER of the exercise of this clause.

d. In the event that the HIRER owes monies to the OWNER beyond the Due Date, the OWNER may, at their sole discretion, immediately suspend work and/or remove the Hired Equipment from the site location.

e. If the HIRER refuses to provide possession of the equipment to the OWNER, the OWNER is entitled to the normal hire rate as specified in the HAC until such time as the OWNER takes possession of the equipment.

f. The OWNER will not be liable for any loss whatsoever incurred by the HIRER arising from the exercise by the OWNER of its rights under clause 3.3 c. and 3.3 d. and of these Terms and Conditions.

g. Termination of the hire period shall not affect any of the conditions that are expressed or implied to operate or have effect in these Terms and Conditions.

3.4 STAND DOWNS

ELECTRIC SCISSOR LIFTS:

No stand downs applicable for rain, site shutdowns, RDO's, staff and material shortages.

KNUCKLE & STICK BOOMS / ALL-TERRAIN SCISSOR LIFTS:

Rain full stand downs only apply if called prior to 10am every day. No stand downs are applicable for site shutdowns, RDO's, staff and material shortages.

COMPACTION & EARTHMOVING EQUIPMENT:

Rain stand downs are 50% if called in prior to 10am every day. No stand downs are applicable for site shutdowns, RDO's, staff and material shortages.

SITE FACILITIES:

No stand downs applied.

QUOTED RATES LESS THAN STANDARD RATE CARD:

Where an item is hired at a negotiated rate less than that on a HIRER'S agreed rate card, then no stand downs are available, regardless of the equipment, as all discounts have been included.

4. JURISDICTION

a. The Laws of Australian Capital Territory will govern any proceeding in respect of any cause of action arising under this agreement.

b. Any provisions contained in this agreement prohibited by or void under any law will be ineffective to the extent of such prohibition, without invalidating the remaining provisions.

c. This agreement will be construed as intended to operate to the maximum extent to which it can validly apply.

d. The HIRER agrees that any proceeding in respect of any cause of action arising under this agreement shall be instituted heard and determined in a court of competent jurisdiction closest to the OWNER'S address shown in the HAC.

5. TERMS OF PAYMENT

a. Payment terms are C.O.D unless the HIRER has completed an Account Facility Application and returned it to ACH. Upon written approval from ACH, trading terms will be 30 days from EOM. Trading terms are in accordance with the approved Account Facility Application. For non-account customers, payment terms are C.O.D, via Credit Card at the time of booking. If such a booking is cancelled more than 48 hours before the hire's booking date, a refund will be processed back to the card.

b. All new accounts will have an initial maximum credit limit of \$5,000 for the first 6 months of trading. After that period providing credit terms have been met, the account credit limit will be reviewed, and the original request considered and adjusted accordingly. This applies to all account applications that have been completed in totality and approved as such by our credit team. All account applications not completed in totality i.e. Directors Guarantee not signed or parts of the application crossed out will ONLY be approved for a \$5,000 credit limit going forward and not be entitled to a review for further credit to increase their credit limit. When the HIRER'S account reaches the \$5,000 limit the HIRER must pay their account on notification of such or return of equipment will be sought.

c. The HIRER shall pay to the OWNER the Hire Charges, GST, Stamp Duty, Damage Levy, Delivery, Collection costs and any other fee, charge, cost or expense whether specified in the Agreement or not, within the terms agreed to by the OWNER.

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d. The OWNER may tender invoices to the HIRER at the commencement or completion of the hire period or periodically throughout the hire period.

e. The OWNER reserves the right to impose any fees incurred for the recovery of any debts sent to the OWNER'S debt collection agency.

6. USE OF EQUIPMENT

6.1 Equipment Inspection

The hired Equipment is available for inspection prior to the commencement of the hire period and the HIRER acknowledges that they have not relied on any representations made by or on behalf of the OWNER in respect of the hired Equipment, its performance or its suitability for its intended application.

6.2 Conditional Registration

Conditional Registration is required when a machine does not comply with the Road Transport (Vehicle Registration) Regulation 2000 and needs access to public roadways or road related areas.

Conditional Registration includes Comprehensive Third-Party insurance (CTP) that covers injuries to people (not property) when the machine is used on road and road related areas (not private property).

Where a machine with Conditional Registration is required, it is the responsibility of the HIRER to:

- a) Request a machine with Conditional Registration and advise the OWNER of the intended use.
- b) Ensure that the conditions imposed on the requested machines' Conditional Registration are in-line with the intended use.
- c) Take out insurance that covers the HIRER for damages and injury to property and people when the machine is used on private property and for any damages and injuries not covered by CTP insurance.

7. EQUIPMENT CONDITION

7.1 Before the Hire

a. It is the HIRER'S responsibility to acknowledge condition at time of receipt of equipment, if there are any concerns about the equipment or pre-existing damage.

7.2 After the Hire

a. At the conclusion of the Hire period and upon return of the Hired Equipment to the OWNER'S premises, or at such other time or location agreed in writing by the OWNER, the HIRER and the OWNER shall conduct a joint inspection (Off-Hire Inspection) of the Hired Equipment to ascertain the condition of the Hired Equipment following the Hire Period. Failure by the HIRER to be in attendance at the Off-Hire Inspection shall be

deemed to be acceptance by the HIRER of the Off-Hire Report prepared by the OWNER.

b. The HIRER shall be liable to the OWNER for all costs, loss, expense and damages incurred by the OWNER for the repair to or the reinstatement or replacement of the Hired Equipment or any part, thereof to a Rental Ready condition, in the event that the Off-Hire Report, is different to that recorded in the Run Up Report, fair wear and tear excepted.

NOTE: These Terms and Conditions are subject to change without notice. For the most recent Terms and Conditions, please visit our website at www.assethire.com.au

8. HIRER'S OBLIGATIONS

8.1.1 Before Use

- a. The OWNER agrees to supply to the HIRER of the Equipment all necessary manuals and instructions (both written and oral) necessary for use of the Equipment, upon written request by the HIRER.
- b. It is the HIRER'S responsibility to ensure the HIRER has all the necessary manuals and written instructions before using the equipment.
- c. It is the HIRER'S responsibility to ensure the Operators of the Equipment wear appropriate safety clothing and use appropriate safety equipment and follow appropriate safety measures.
- d. The HIRER agrees that the equipment must NOT BE used or operated by any unlicensed Operators.
- e. The HIRER shall only supply an Operator who is competent and who is familiar with the equipment.

8.1.2 During the Hire Period

- a. It is the HIRER'S responsibility to ensure that the Operator completes the Pre-Start checklist and checks of the Equipment CONDITION prior to commencement of work at each shift.
- b. The HIRER will at the HIRER'S own expense Clean, Fuel, Lubricate and provide Daily and Weekly Maintenance for the Equipment.
- c. The HIRER will keep the Equipment in good and substantial repair and condition and not damage the paintwork on the Equipment (normal wear & tear excepted).
- d. The HIRER will, keep the radiator, engine and tyres filled to proper levels in accordance with any written or verbal instructions given to the HIRER by the OWNER and/or in accordance with any instructions contained within the operating manuals provided.
- e. The HIRER must be fully responsible for the safekeeping of the Equipment and must comply at the HIRER'S own expense with all laws, ordinances and regulations that may affect the Equipment while it is in the HIRER'S possession or being used by the HIRER including, in particular, any Occupational Health and Safety Laws.

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f. The HIRER will, give any local or other authorities any necessary notice of the HIRER'S intention to use any part of the Equipment and pay all fees in connection therewith. The HIRER shall obtain and keep in force any licenses or permits needed to use the Equipment.

g. If the HIRER travels through any tolls within Australia and does not choose to register the vehicle on their own account or through the appropriate toll website, whereby the HIRER pays the tolls directly, the HIRER will be charged the toll fee, plus an admin fee per toll on the return of the vehicle. The HIRER will receive an invoice once the toll notice is received by Asset Construction Hire Pty Ltd containing all toll charges due and payable.

h. The HIRER is liable for all traffic and parking infringement notices when hiring a vehicle. The traffic infringement notice will be transferred to the HIRER once received by Asset Construction Hire and the HIRER notified of such.

i. The HIRER will store the equipment in a safe secure location at all times.

j. The HIRER will not Damage the Equipment by misuse and shall only use the Equipment for those purposes which a competent and qualified Operator would use them in accordance with any and all instructions for use appearing on the Equipment; and in accordance with any and all instructions, manuals, checklists or verbal directions given by or on behalf of the OWNER.

k. The HIRER will, not allow any notices i.e. instructional stickers, warning stickers, load charts, compliance plates, or any other notices affixed to the Equipment, whether in position at the time of commencement of the hiring or subsequently affixed thereto during the period of hiring to be damaged, obliterated, defaced or covered up.

l. The HIRER will, not sell, assign, mortgage, pledge, sublet, lend, part with the possession of all or any part of the Equipment (or any interest therein) or otherwise deal with any of it, nor remove the Equipment from the site.

m. The HIRER has a duty of care owed to the OWNER whilst the equipment is on hire to the HIRER.

n. The HIRER will, protect the Equipment against execution or seizure and not allow any lien to be created over the Equipment whether for repairs or otherwise.

o. During the course of the hire of the equipment, the equipment shall be at the HIRER'S risk in all respects.

p. The HIRER will, at all times use the equipment in a proper, safe and skillful manner within the capacity of which it is designed,

8.1.3 Breakdowns

a. If the equipment breaks down, becomes damaged or upon the occurrence of any failure intermittent or not which could with continued use cause damage to the Equipment the HIRER must immediately:

1) STOP using the equipment,

2) Affix an Out of Service Tag to the operational controls and take all necessary steps to prevent injuries to any persons or damage to any property as a result of the condition of the equipment.

3) Inform the OWNER of the failure of the Equipment and the hours shown at the time of the problem on the equipment.

b. The HIRER SHALL NOT USE such equipment until the Out of Service Tag has been removed from the equipment, by the OWNER or authorized agents once the problem has been repaired or replaced.

c. While the Equipment is tagged as unfit for operation any damage or loss caused by unauthorized removal of the tag shall be the HIRER'S responsibility.

d. If any Equipment breaks down or is damaged due to the HIRER'S negligence or misuse the OWNER will continue to charge hire charges until the equipment has been repaired. Any replacement equipment supplied will be at the HIRER'S expense.

e. Except for routine maintenance required by the agreement the HIRER must not in any way interfere with any parts, fittings and/ or appliances attached to the Equipment or without the written consent of the OWNER carry out or have carried out any repairs to the equipment,

f. The HIRER will, grant the OWNER the right of access to the premises where the Equipment is located and the right to inspect the Equipment during normal working hours and to submit the equipment to such mechanical or other tests as may be required to enable the equipment to be properly serviced and maintained.

g. The HIRER is responsible for any extra costs incurred by the OWNER for onsite delays to service and repair, out of the control of the OWNER

e.g. access problems, delays, site inductions, and industrial problems.

8.1.4 At the Completion of the Hire Period

a. The HIRER shall clean the equipment on completion of the hire period, the OWNER with absolute discretion, determines if the HIRER has unfulfilled obligations under this agreement and the OWNER may, at the HIRER'S expense, clean, repair and/or repaint the Equipment.

b. The HIRER shall remain liable for any extra transport charges if the equipment is not packed up in one location ready to be loaded on the transport truck.

c. The HIRER shall remain liable for the full Replacement Cost in respect of any Equipment lost, damaged or destroyed, caused by:

1) Theft of the Equipment.

2) Mysterious disappearance or wrongful conversion of the equipment.

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- 3) Loss or damage relating to lack of lubrication or other normal servicing of the Equipment.
- 4) Loss or damage of tools, accessories, grease guns, lifting equipment, harnesses and other similar accessories.
- 5) Loss or damage in contravention of the conditions of this Terms and Conditions agreement.
- 6) Loss or damage from use in violation of any statutory laws and regulations.
- 7) Loss or damage during transport, except where transported by the OWNER.
- 8) Loss or damage caused by the negligence of the HIRER.
- 9) Loss or damage to the Equipment whilst located, used, loaded, unloaded, transported on or over water, wharves, bridges or Vessels of any kind.
- 10) Use of products and/or attachments other than those specified by the OWNER or the Manufacturer.
- 11) Overloading of any Equipment.
- 12) Cuts to tyres and tubes, blowouts, bruises, or other causes inherent in the use of the Equipment.
- 13) Exposure to any corrosive substance, e.g. caustic, cyanide, salt water, acid, etc. As well as any Lost Hire Charges between the periods the loss or damage occurred, and payment was made to the OWNER from the HIRER or the HIRER'S Insurance Company.

9. INSURANCE

The HIRER must at their expense maintain all appropriate policies and insurances in respect of the Equipment including but not limited to insurance for:

- a. Damage to or arising out of the hire or use of Equipment in an amount not less than the full new replacement value of the Equipment; and
- b. Third Party and Public Liability risk in respect of the hire or use of the Equipment by the HIRER in an amount not less than \$20 million.
- c. We may register security interests in personal property on the Personal Property Securities Register (PPSR) to protect our interests in EWP property. We may also provide you with information from the PPSR to assess the security of a transaction or your creditworthiness. By entering into this agreement, you acknowledge that we may access and use information from the PPSR, and you agree to the terms and conditions outlined in this document, which are subject to the Personal Property Securities Act 2009 (Cth).

10. INDEMNITY

To the extent permitted by law, the HIRER agrees to indemnify and keep indemnified the OWNER in respect of all actions,

claims, Suits, demands, or expenses including claims for consequential loss or loss of profit howsoever arising directly or indirectly from:

- a. Any loss or damage to property or personal injury including loss, damage or injury to third parties.
- b. Breakdown of the Hired Equipment whether or not such breakdown was due to an act, omission or default by the OWNER or the HIRER under this agreement; or
- c. Any other act, omission, default or act of Negligence by the OWNER or the HIRER under this agreement and resulting from or incidental to the use or possession of the Hired Equipment, whether arising from any instruction issued or training provided by the OWNER or arising any other reason whatsoever from the use or possession by the HIRER of the Hired Equipment under this HAC.

11. DAMAGE LEVY

- a. We charge a Damage Levy (DL) at a rate of 10% of the hire rate known as Damage Levy (DL) to the HIRER.
- b. If the HIRER provides to OWNER prior to the commencement of the hire period a certificate of currency stating that the HIRER has current insurance that covers hired in plant and equipment to the minimum value of \$350,000.00, the 10% DL will not be levied. The Certificate of Currency must state that the hired in plant is covered for Damage.
- c. This levy caps the HIRER'S liability in the event of a claim for damage to the equipment to an excess of \$5,000.00, this excess applies in all instances (no exceptions).
- d. The HIRER still REMAINS LIABLE at all times for Theft or Mysterious Disappearances of Equipment.
- e. In the event that the HIRER is in Breach of the TERMS AND CONDITIONS, the HIRER WILL NOT be able to claim under the DL clause and will be responsible for the full replacement value of the repairs, limited by the replacement value of the Equipment.
- f. Damage Waiver does not cover damage to third party property.

12. EXCLUSIONS OF CONDITIONS & WARRANTIES

Certain conditions and warranties may be implied into the HAC by the Trade Practices Act and State legislation and these conditions are to be read subject to such legislation, but no other conditions or warranties shall be implied in these Condition of Hire.

13. MISCELLANEOUS

- a. This contract is personal to the HIRER.

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b. The owner reserves the rights to change the HAC number and Equipment if required, these Terms and Conditions are still binding in this instance.

c. Time is to be of the essence of all obligations of the HIRER in these conditions.

d. The OWNER may assign or subcontract its rights and obligations under this agreement without notice to the HIRER.

e. Any notice or Invoice that may be given under the HAC may be given by facsimile, or by leaving at the HIRER'S address or by mail.

f. These conditions shall replace and supersede all other Conditions of Hire, if any, previously in force between the HIRER and the OWNER and no variation of these conditions shall bind either party unless confirmed by the OWNER in writing. The HIRER agrees to be bound by these conditions for all future Hire's unless the OWNER in writing amends these Terms and Conditions.

g. No pets are permitted in any hire vehicle, a \$200+GST cleaning fee applies.

h. No Smoking is permitted in any hire vehicle, a \$500+GST cleaning fee applies.

i. If any of these conditions or part thereof become void or unenforceable for any reason then that part shall be severed from these conditions to the intent that the balance of this agreement shall remain in full force and effect and be unaffected by any severance of other parts.

j. Where a party consists of more than one person, their liabilities and the liabilities of their respective legal personal representatives shall be joint and several.

k. The HIRER agrees that in the event of any conflict between these Terms and Conditions and any of the HIRER'S terms and conditions, these Conditions will prevail.

14. SPECIAL CONDITIONS FOR VEHICLE HIRE

14.1 Important Points for Vehicle Hire Only

The HIRER defines "vehicles" as being any rental item that is road registered, and includes trailers, utility vehicles, vans, pantech trucks and tipper trucks etc.

- The cost of hire will include a usage of 300km per 24hr period, after which 0.35c+GST per km will be charged and payable at the time of return of the vehicle.
- If the vehicle is not fully refueled on return of hire, fuel will be charged at a cost of \$3.80+GST a litre to refuel.
- The hirer and driver of the vehicle are to be the same person and they will be liable for all conditions of hire.
- The hirer/driver must authorize all additional charges to be made to their credit card on acceptance of the hire agreement. The additional charges may include fines, notices, cleaning fees, smoking fees, fuel and additional km usage.

- The Hirer/Driver must have held their full Australian driver's licence continuously for 2 years, not including time on L plates or P plates. We do not hire to learner drivers or provisional licence drivers.
- The cost of the daily hire includes damage coverage and limits the customer's liability to a \$1,000 excess for all damages. This does not include theft of a vehicle during your hire agreement term. Other exclusions include:
 - Using the vehicle at an airfield;
 - Driving on unsealed roads;
 - Carrying dangerous goods;
 - Driving under the influence;
 - On hiring our vehicles;
 - Overloading vehicles;
 - Driving without a licence;
 - Carrying asbestos;
 - Using the incorrect fuel.

There is no option to purchase additional insurance coverage.

- In the case of breakdown or emergency vehicle recovery, transport is payable by the hirer if the event occurs outside of a 300km radius from 25 Cessnock Street, Fyshwick ACT 2609. Should you not return the vehicle you will be liable for the recovery costs incurred by Asset Construction Hire and your card will be debited.
- Technical and mechanical assistance is available. A \$300+GST callout fee for the first 2 hours, and \$100+GST per hour thereafter will be applied if a technician is called. This includes attending to lost keys, flat tyres, flat batteries etc, if deemed to be due to operator error or neglect.

14.2 Vehicle Repair or Replacement

If the vehicle breaks down during the Rental Period through no fault of the driver or a third party, We will recover and repair the vehicle as soon as possible. If the vehicle cannot be repaired We will use Our best endeavors to provide a replacement vehicle of an equivalent size and standard to the previous vehicle for the remainder of the Rental Period.

We reserve the right not to repair or replace the vehicle where:

- it is involved in a major Accident or there has been major damage,
- the cause of the relevant vehicle breakdown or fault is a breach of the Rental Agreement; or
- the vehicle requires replacement due to damage, loss or theft of the vehicle that was caused by a breach of the Rental Agreement. In this event, the rental shall be terminated and the Rental Period shall be at an end.

14.3 Accident, Damage, Loss or Theft of Vehicle

This describes what You must do if there is an accident, any instance of damage, theft of the vehicle, loss of the vehicle or any other incident where the vehicle may sustain damage or

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You have lost or may lose possession or control of the vehicle (Incident).

When to Notify the Police

You must notify the police immediately if there is an accident or other incident where:

- (a) a person is injured;
- (b) the other party failed to stop or exchange details;
- (c) the vehicle or any other vehicle is towed;
- (d) any driver involved appears to be under the influence of drugs or alcohol;
- (e) the accident or incident is required to be notified to the police under applicable legislation;
- (f) theft of the Vehicle is discovered; or
- (g) We instruct to do so.

What to do if there is an Accident

In the event of an accident You need to:

- (a) make the vehicle secure;
- (b) notify the Police in the circumstance described above and remain at the scene until police attend;
- (c) get the details of all persons involved in the accident, (including names, phone numbers, email addresses, mailing addresses and third party insurance details) and record the registration of any vehicles involved;
- (d) get the names and contact details of any witnesses;
- (e) do not admit liability or make or give any offer, promise of payment, settlement, waiver, release or indemnity unless We have given You written consent;
- (f) notify Us of the accident.

You must notify Us and provide assistance if there is an accident, any instance of damage, theft of the vehicle, loss of the vehicle or any other incident where the vehicle may sustain damage or You have lost or may lose possession or control of the vehicle (Incident).

You must:

- (a) notify Us (by contacting our office) as soon as possible after the accident, damage or other incident and no later than 24 hours after it occurs, unless there are circumstances under which it is impractical or impossible for You to contact Us within 24 hours, and You can produce documented evidence of those circumstances on Our request.

Important - if You do not do so, You will not have the benefit of any reduced liability. You will be liable for all damage costs in accordance with our insurers terms conditions.

- (b) provide full details of the accident, damage or other incident by completing an Incident Report Form which We will supply to

You;

- (c) supply Us with any information concerning the driver of the vehicle and You must allow Us direct access to the driver of the vehicle and You must fully cooperate in allowing Us to gain such access;

- (d) complete and provide all other documentation and details that We require, including but not limited to the details of any driver involved and any police report or police report number and forward any third party correspondence or court documents to Us within 7 days of receipt.

14.4 Unpaid Amounts and Enforcement Costs

If payment for any amount due under the Rental Agreement using Your Charge Card fails and You do not pay such amount by alternative means after We have tried to contact You using any of the contact details provided at the commencement of Your rental:

- (a) we may terminate Your rental in which case the Rental Period will be at an end and You must immediately return the vehicle;

- (b) You must pay Us interest on that overdue amount; and

- (c) You must pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including debt collection fees, commission and any legal or court costs.

We are responsible for ensuring that during the Rental Period the vehicle provided is of acceptable quality and in good working order.