

VEHICLE HIRE AGREEMENT

Town Car Hire

(Top of the World Network Pty Ltd ACN 692 890 949)

Trading as Town Car Hire

Effective: 17 January 2026

1. PARTIES

Owner:

Top of the World Network Pty Ltd

ACN 692 890 949

22 Escape Drive, Doreen VIC 3754

Hirer:

The person named as Hirer in the Rental Agreement.

2. DEFINITIONS

In this Agreement:

Authorised Driver means the Hirer and any additional driver approved in writing by the Owner.

Excess means the amount payable by the Hirer in the event of damage to the Vehicle.

Major Breach means any breach listed in clause 13.

Rental Agreement means the short-form agreement signed by the Hirer.

Rental Period means the period specified in the Rental Agreement.

Vehicle means the vehicle described in the Rental Agreement.

3. HIRE

3.1 The Owner hires the Vehicle to the Hirer for the Rental Period.

3.2 The Hirer acknowledges:

- The Vehicle remains the property of the Owner at all times.
- The Hirer is a bailee only.
- No ownership rights are transferred.

3.3 The Vehicle must be returned:

- To the agreed location,
- On or before the Return Time,
- In the same condition as at commencement (fair wear and tear excepted).

4. DRIVER ELIGIBILITY

4.1 The Vehicle may only be driven by an Authorised Driver who:

- Is aged 25 years or older.
- Holds a current full and unrestricted Australian driver licence.
- Has held an Australian licence for at least 2 years.

4.2 The Vehicle must not be driven by:

- A learner, provisional or probationary driver.
- A person under 25 years.
- Any person whose licence has been cancelled within the previous 2 years.
- Any unauthorised driver.

4.3 Breach of this clause constitutes a Major Breach.

5. INSURANCE AND LIABILITY

5.1 Insurance

The Owner maintains comprehensive motor vehicle insurance covering:

- Own Damage;
- Third Party Property Damage up to \$40,000,000.
- Dry Hire operations.

Insurance is subject to the terms, conditions and exclusions of the policy.

5.2 Excess

For each incident, the Hirer must pay:

- Standard Dry Hire Excess: \$2,000 per event.

The Excess applies to:

- Accidents.
- Damage.
- Single vehicle incidents.
- Third party claims.
- Windscreen and glass damage.
- Theft

5.3 No Insurance Protection

Insurance protection does not apply if:

- A Major Breach occurs.
- False or misleading information is provided.
- The Vehicle is used contrary to this Agreement.

In such circumstances, the Hirer is liable for the full cost of repair or replacement.

6. SECURITY BOND

6.1 A security bond (as specified in the Rental Agreement) must be paid before collection.

6.2 The Owner may deduct from the bond:

- Excess.
- Damage.
- Fuel shortfall.
- Tolls.
- Fines administration fees.
- Cleaning fees.
- Late return charges.

6.3 Remaining bond balance will be refunded within 7 business days after final assessment.

7. PERMITTED USE

The Vehicle must:

- Be driven only within Australia.
 - Be driven only on sealed roads.
 - Not be used for ridesharing, courier, food delivery or commercial transport;
 - Not tow any trailer or vehicle.
 - Not carry more passengers than legally permitted.
 - Not carry animals.
 - Not be used off-road.
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8. FUEL

The Vehicle must be returned with a full tank.

If not returned full:

- Refuelling charged at \$3 per litre.
 - Plus \$32 service fee.
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9. TOLLS, FINES AND INFRINGEMENTS

The Hirer is liable for:

- Toll road charges.
- Parking fines.
- Speeding fines.
- Red light camera fines.
- Any government penalties.

An administration fee of \$32 per infringement applies.

10. ACCIDENTS AND DAMAGE

If the Vehicle is involved in an accident or damaged, the Hirer must:

- Immediately notify the Owner.
- Notify police if required.
- Not admit liability.
- Complete all required accident reports.
- Cooperate fully with the Owner and insurer.

Failure to comply may void insurance protection.

11. LOSS OF USE

If the Vehicle is damaged or written off, the Hirer must pay:

- Loss of use calculated at \$190 per day until repairs are completed or insurance settlement is finalised.
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12. CLEANING AND SMOKING

Excessive cleaning fee: \$250

Smoking inside Vehicle: \$500

13. MAJOR BREACH

The following constitute a Major Breach:

- Driving under the influence of alcohol or drugs;
- Unauthorised driver;
- Driver under 25;
- Off-road use;
- Towing;
- Use in criminal activity;
- Reckless or dangerous driving;
- Driving outside Australia;
- Providing false information;
- Failure to report accident.

In case of Major Breach:

- Insurance protection is void;
- Hirer is liable for full replacement value of the Vehicle;
- Owner may terminate hire immediately.

14. MAINTENANCE

The Hirer must:

- Immediately notify the Owner of any warning lights or mechanical issues;
- Not arrange repairs without written approval;
- Take reasonable care of the Vehicle.

15. TERMINATION AND REPOSSESSION

The Owner may terminate this Agreement and repossess the Vehicle if:

- A Major Breach occurs;
- Payment is overdue;
- The Vehicle is at risk;
- The Hirer breaches this Agreement.

The Hirer authorises entry onto private property for lawful repossession.

16. LIMITATION OF LIABILITY

Nothing in this Agreement excludes rights under the Australian Consumer Law.

To the extent permitted by law:

- The Owner is not liable for indirect or consequential loss;
 - Liability is limited to rental charges paid.
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17. PRIVACY AND GPS TRACKING

The Vehicle may be fitted with a GPS tracking device.

By hiring the Vehicle, the Hirer:

- Consents to GPS monitoring;
 - Acknowledges data may be collected for theft prevention, safety and contract enforcement;
 - Agrees data will be handled in accordance with the Privacy Act 1988 (Cth) and the Surveillance Devices Act 1999 (Vic).
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18. GOVERNING LAW

This Agreement is governed by the laws of the State of Victoria, Australia.

19. ENTIRE AGREEMENT

This document and the Rental Agreement constitute the entire agreement between the parties.

No variation is binding unless in writing and signed by the Owner.