

IntelliTrac Trial Program Hire Agreement

Agreement No. 2009-

11 Scholar Drive Bundoora Victoria 3083 Phone (03) 9467 6188 Fax (03) 9466 7188 ABN 31-238-398-354
IntelliTrac (hereby referred to as "the owner")

Hirer	Title	First Name	Initial	Surname
Address	Unit & Street No.	Street Name		
	Suburb	State	Postcode	
Contact Details	Work Phone	Mobile Phone	Home Phone	
	Date of Birth	Drivers Licence	Expiry Date	
Company Details This form must be faxed along with a formal purchase order	Company Name		ABN	
	Billing Address			
	Order	Contact Phone No.		

(here in called "the hirer") and the hirer agrees to take on hire from the owner the equipment set out below upon the terms and conditions on the reverse hereof .

Office Use Only

Vehicle/Plant Description & Reg.	Equipment Trial Hired	GSM No Allocated/ Registration	Unit Serial Number	Unit ID	Daily Hire Rate Min 30 Max 90 Days

Total Daily Hire (Includes GPRS and Internet Access Fees) \$

Hire Period Details and Charges	Date Out	Do You Wish to Take the IntelliTrac Damage Waiver Option? <input type="checkbox"/> YES <input type="checkbox"/> NO			
	Proposed Date In	Internet Logon Preferences	Preferred User Name _____		Office Use QC Date Rec
	Days Trialed		Preferred Password _____		
	Daily Trial Fee \$	Payment Details Please submit a n enlarged photocopy of the front & rear of your credit card	Card Type <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa <input type="checkbox"/> Bankcard		Rec By
	Total Trial Fee \$		Name		Config By
	Installation Charge \$180/Unit		Number		Dispatch By
	De-Installation Charge \$120/Unit	Terms of Trial Hire Please submit a n enlarged photocopy of the front & rear of your drivers licence	Expiry		Date Dispatch
	Shipping Charge \$30 (outside Melb Met.)		I have read and agree to the terms and conditions stated in this agreement and on the reverse of this form. I authorise any Charges & Fees Stated on this agreement to be debited from my credit card nominated above as they occur.		Install By
	Damage Waiver \$25/Unit		Signed.....		Install Date
	Total Charge \$		Date		Activated by
	GST applicable \$	IntelliTrac Customer Service Representative to Complete I have fully explained the terms and conditions of this agreement and have sighted a valid Photo ID such as Driver's Licence showing current address as listed on this form. (staple photocopy of driver's licence and credit card to this form)			Activate Date
	Total Paid Today Inc GST \$	Date.....	Name.....		Uninstall by
	Actual Date In	Signature.....			Uninstall Date
	Actual Days Hired				
	Adjustment to days Hired				
Adjustment to Hiring Charge \$					
Payment/Refund Due \$					

Condition of Trial Hire Program

1. Period of Hire

- i) The minimum period of hire is Thirty (30) days.
- ii) The period of hire commences from the time the equipment leaves the owners premises and ends when it is returned. Or The time the equipment is installed by the owner and ends when the equipment is de-installed by the owner. The owner will endeavour to deinstall the equipment within 24 hours notice.
- iii) If the equipment is damaged, lost or stolen or for any other reason is not returned to the owner's premises clean and in good working order, the hirer is liable to pay the owner the value of the equipment or the cost of repairs and cleaning and the period of hire continues until the hirer pays the owner the value of the equipment or the cost of repairs and cleaning together with all hire charges.
- iv) The maximum period of hire is ninety (90) days from the commencement of the period of hire.

2. Hiring Charge

- i) The hirer shall pay to the owner the hiring charge for the equipment for the period of hire at the hiring rate specified overleaf. If no hiring period is specified the hiring charge shall be at a monthly hiring rate.
- ii) If the hirer does not return the equipment to the owner's premises by the time provided overleaf a further one days hiring charge shall be paid for each day until the equipment is returned.

3. Payment

The hiring charge, bonds and waivers shall be paid in full at the time of hiring for the anticipated period of hire. Any adjustments and refunds of bond will occur when the equipment is returned to the owner's premises in good, clean working order.

4. Use of Equipment

- i) Unless notification to the contrary is received by the owner from the hirer within one hour of the equipment being delivered to the hirer the equipment shall be deemed to be in good order in accordance with the terms of the contract and to the hirer's satisfaction.
- ii) The hirer shall use the equipment in a skilful and proper manner and within the manufacturers rated capacity.
- iii) The hirer shall be responsible for the safekeeping of the equipment and for its protection from loss of theft.
- iv) The hirer shall pay all operating expenses in connection with the equipment including operator's salary, electric power, communications costs, service and maintenance expenses.
- v) If the equipment breaks down or fails during the period of hire the hirer shall forthwith notify the owner and return the equipment to the owner's premises. The hirer shall not repair or attempt to repair the equipment without the previous consent in writing by the owner. If the breakdown or failure was caused by fair wear and tear, the period of the hire shall be determined upon return of the equipment to the owner.
- vi) The hirer shall comply with the provisions of all laws and statutes including all orders, regulations, laws and by laws made thereunder which affect the use of the equipment. If the owner suffers any penalty or loss in respect of any such breach or non observance thereof he shall be entitled to recover from the hirer as a debt due and payable any amount expended by the owner in respect thereof.
- vii) The hirer shall return the equipment properly cleaned and in as good as received by him, fair wear and tear excepted.
- viii) The hirer shall be responsible for any claims or demands which may be made by any person against the owner whether for damage to property, personal injury or for any cause whatsoever and in any way arising out of the use of the equipment by the hirer or any defect in the equipment.
- ix) The hirer shall be responsible for cost of repairs, for cleaning equipment and for all expenses which arise from any breakdown of the equipment, fair wear and tear excepted, and shall be responsible for the cost of replacing any equipment which is lost or stolen during the period of hire.

5. Hirer Not to Deal With Equipment

The hirer shall not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the equipment or with any interest in it or in this agreement but will keep the equipment in his possession and will not remove it from the place where it is delivered or installed without the previous consent in writing by the owner and will not allow any lien to be created upon the equipment and will protect it against distress, execution or seizure and will refund to the owner all losses, costs, charges, damages and expenses incurred by reason on in respect thereof.

6.0 Termination by the Owner

If the hirer defaults in punctual payment of the hiring charge or an order is made for the sequestration of his estate or if he enters into any composition or arrangement with his creditors or if the hirer (being a limited company) enters in compulsory or voluntary liquidation or fails to observe and perform the terms and conditions of this agreement on his part to be observed and performed of the hirer does or causes to be done or permits or suffers any act or thing whereby the owner's rights in the equipment may be prejudiced and put in jeopardy this agreement shall forthwith terminate (without any notice or other action on the part of the owner and notwithstanding that the owner may have waived some previous default or matter of the same or like nature) and it shall thereupon be lawful for the owner to retake possession of the equipment and for that purpose to enter into or upon any premises where the equipment may be and the determination of hiring under this clause shall

not affect the right of the owner to recover from the hirer any monies due to the owner under this agreement for damages for breach thereof.

7.0 No Oral Variation of Rights

No Indulgence is granted by the owner to the hirer, unless given in writing by the owner, shall affect the strict rights or obligations of the owner or the hirer.

8.0 Photograph

The hirer acknowledges that he is aware that the owner may wish to photograph him for security reasons and he consents thereto and agrees to forego any claim he may have against the owner in connection with the taking or use of his photograph.

9.0 Proof of Notice

Where the notice is given to the owner by the hirer in accordance with the terms and conditions of this agreement the onus of proof to the satisfaction of the owner that the notice was given and the contents of the notice shall be on the hirer.

10. Delivery and Collection Charges

Where the owner delivers or collects the equipment he shall be entitled to charge a delivery or collection fee as the case may be. Where the owner is requested to collect the equipment and when the owner arrives to collect same it is not ready for collection and a further trip is necessitated to collect the equipment at a later time then the owner shall be entitled to charge a collection fee for each such trip made for the purpose of collecting the equipment.

11. Equipment Installation and De-Installation Charges

Where the owner installs or de-installs the equipment he shall be entitled to charge a installation or de-installation fee as the case may be. Where the owner is requested to de-install the equipment and when the owner arrives to de-install same it is not ready for de-installation and a further trip is necessitated to de-install the equipment at a later time then the owner shall be entitled to charge a de-installation fee for each such trip made for the purpose of de-installing the equipment.

12. Damage Waiver

- a) Unless the hirer has by writing consented to the exclusion of this damage waiver clause, the owner agrees to waive his right to claim from the hirer for any amount in excess of 5% of the replacement value of the equipment for any loss of or damage to the equipment caused by fire, storm, earthquake, collision, accident or theft provided however-
 - i) in the case of theft the hirer must supply to the owner's satisfaction evidence that he has promptly reported the theft to the Police and has assisted in their enquiries.
 - ii) If the hirer has insurance which covers the loss or damage to the equipment, the hirer shall exercise the rights available to him under his policy of insurance to do whatever is necessary to secure settlement for such damage and the hirer further agrees to assign any and all proceeds from such settlement to the owner.
 - b) Upon request of the owner the hirer shall furnish the name of his insurer and the number of his policy.
 - c) The waiver shall not apply to loss of or damage to equipment in the following circumstances:-
 - i) Loss or damage due to mysterious disappearance of the equipment or to misappropriation or wrongful conversion by the hirer or his employees or agents or by any person to whom the equipment is entrusted by the hirer.
 - ii) Loss or damage caused by the use or operation of the equipment in contravention of any of the conditions of this agreement.
 - iii) Loss of or damage to accessories such as antennas, modems, etc
 - d) The hirer agrees that his rights pursuant to this damage waiver clause are conditional upon his satisfactory completion of the claim form submitted to him by the owner.

13. Interpretation

- a) In this agreement where the context shall admit, the singular shall include the plural and one gender shall include other genders.
- b) Where there is more than one hirer the terms and conditions shall bind them joint and severally.
- c) The terms "The Hirer" and "The Owner" shall include their respective successors, heirs, assigns and transferees and where there is more than one hirer or owner, the successors, heirs, assigns and transferees of each hirer and/or owner.

I hereby agree to the terms and conditions of hire as detailed in this document

Name _____

Signature _____ Date _____