UNIVERSITY OF SOUTH AUSTRALIA

SSVS
Vehicle Leasing
and
Fleet Management Agreement
SALARY SACRIFICE VEHICLE SCHEME
GUARANTEED FLEET MANAGEMENT SERVICES
AGREEMENT NO.: 99GV

THIS AGREEMENT is made the 1st day of July 1999

BETWEEN:

MILEX AUSTRALIA PTY LIMITED
ACN 052 509 421
of 8th Floor, 574 St Kilda Road
Melbourne Victoria 3004
(“Dasfleet”)

AND

UNIVERSITY OF SOUTH AUSTRALIA
of North Terrace
ADELAIDE SA 5000
(the "Lessee")

The Lessee wishes to hire motor Vehicles from time to time from Dasfleet and to be provided with certain services in relation to those Vehicles. Dasfleet and the Lessee 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 Dasfleet to the Lessee and, secondly, on which such services will be provided by Dasfleet to the Lessee.
INTERETATION

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

“Authorised Officer” means, in respect of the Lessee, a person authorised by the Lessee (as advised in writing by the Lessee to Dasfleet from time to time) to sign documents on the Hirer’s behalf under or for the purposes of any Leasing Arrangement or proposed Leasing 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.

“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 Dasfleet and the Lessee to be the date on which the Leasing 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 Dasfleet, or the Vehicle registration date, whichever is the earlier.

“Costs of Restoring Vehicle to Good Condition”, means the amount incurred by Dasfleet 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 date of Expiry or earlier termination, the cost as estimated by a dealer or valuer appointed for that purpose by Dasfleet will be deemed to be the amount incurred by Dasfleet 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 Dasfleet 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 on the books of Dasfleet in the name of the Lessee to which amounts may be debited or credited by Dasfleet 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 on the books of Dasflejt in the name of the Lessee to which amounts may be debited or credited by Dasflejt 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 Dasflejt’s 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 Lessee 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 Dasflejt to the Lessee 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;

(viii)

"GST" means a tax, levy, duty, charge, deduction together with any related additional tax, interest, penalty, fine or other charge calculated by reference to the value of anything supplied other than one imposed on net income.


"Leasing Arrangement" means each leasing 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 Lessee 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 Dasfleeb, commencing the day after the date on which the Employee’s employment contract with the Lessee terminates.

"Other Provisions" means any other Vehicle related services not specifically shown on the Pre-Calculation sheet that Dasfleeb has agreed to supply to the Lessee, 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 Lessee 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 Leaseback Vehicle" means any Vehicle acquired by Dasfleeb from the Lessee under Clause 2 and leased back to the Lessee 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 Leasing 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.

“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 Lessee 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 Lessee 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.
DASFLEET AND THE LESSEE AGREE as follows:

1. NEW VEHICLE PROCEDURE

1.1 When the Lessee wishes Dasfleet to acquire a Vehicle from a supplier and to hire that Vehicle from Dasfleet, the Lessee may complete and submit a Motor Vehicle Order Form describing the Vehicle. If Dasfleet agrees to supply to the Lessee a Vehicle meeting that description, Dasfleet will prepare and hand or forward to the Lessee a Pre-Calculation Sheet for the vehicle.

1.2 Each Pre-Calculation Sheet handed or forwarded by Dasfleet to the Lessee will constitute an offer ("Offer") by Dasfleet to the Lessee to hire a vehicle described in the relevant Motor Vehicle Order Form (where applicable, as subsequently amended in accordance with Clause 1.3) from Dasfleet 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 Dasfleet; and

(b) will lapse if acceptance in the above manner is not received by Dasfleet within 10 Business Days of the date the Pre-Calculation Sheet was handed or sent to the Lessee.

1.3 If Dasfleet 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 Dasfleet and to the Lessee, Dasfleet may with the agreement and approval of the Lessee 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 Dasfleet will order the vehicle upon receipt from the Lessee of acceptance of the Offer or, where Clause 1.3 applies, after reaching agreement with the Lessee about changes to the description of the vehicle to be acquired. The Lessee agrees that its acceptance of an Offer will be irrevocable and acknowledges, accordingly, that:

(a) Dasfleet will order the relevant vehicle solely for the purpose of the proposed Leasing Arrangement for that vehicle; and

(b) the Lessee will be bound to proceed with the hire of that vehicle.
1.5 If during the period between Dasfleet ordering the vehicle and it being delivered by the supplier to Dasfleet or to the Lessee on behalf of Dasfleet, there is a change in any one or more or all of:

(a) the manufacturer's or supplier's list price for the vehicle;
(b) the interest rate at which Dasfleet is prepared to enter into Leasing 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 leasing arrangement duty (as applicable) or financial institutions duty,

Dasfleet will notify the Lessee.

1.6 Upon receipt of the supplier's invoice for the vehicle Dasfleet will prepare a Schedule showing the same calculation number and other information as the Pre-Calculation Sheet, except that Dasfleet 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 Lessee.

1.7 Upon delivery of the Vehicle to the Lessee, the Lessee will complete, sign and return to Dasfleet a Receipt Voucher.

2. **SALE AND LEASE BACK PROCEDURE**

2.1 When the Lessee wishes Dasfleet to acquire vehicles from the Lessee and to lease those vehicles back from Dasfleet, the Lessee may provide Dasfleet with a complete listing of all such vehicles (including their respective current odometer readings and their written down values in the books of the Lessee), their current registration certificates and a roadworthy (or similar) certificate for each vehicle.
2.2 If Dasfleet and the Lessee agree on the value of each vehicle (the aggregate of those values being the "acquisition price") and Dasfleet agrees to purchase the vehicles for the purpose of leasing them back to the Lessee, Dasfleet will prepare a composite Schedule for the vehicles.

2.3 Dasfleet shall purchase the vehicles and pay the Lessee the acquisition price on the Contract Start Date.

3. AGREEMENT

3.1 Dasfleet shall hire and the Lessee 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 Dasfleet will from time to time provide the Lessee 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 Leasing Arrangements.

4. SERVICES TO BE PROVIDED BY DASFLEET

4.1 Where the Schedule includes an allowance for Maintenance and Repairs, Dasfleet 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 Lessee must, when appropriate, submit the Vehicle to a service agent approved by Dasfleet for maintenance. The Lessee must also carry out all other requirements of Dasfleet 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 Lessee 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 Lessee;

(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) Dasfleet will, if the Lessee complies with any reasonable requests made by Dasfleet from time to time in relation to the supply of fuel, bear the cost of the supply to the Lessee of fuel for the Vehicle.

(b) Dasfleet will subscribe on behalf of the Lessee 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) Dasfleet will bear the cost of keeping the Vehicle registered and will pay the Compulsory Third Party Insurance.

(b) Dasfleet 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) Dasfleet will bear the cost of Other Provisions.

5. REPLACEMENT VEHICLES

5.1 Where the Schedule contemplates a replacement vehicle, Dasfleet 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 Leasing 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 Lessee under the Leasing Arrangement.

6. RENTAL

6.1 The Lessee agrees to pay the Monthly Rental to Dasfleet 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 Dasfleet does not consider the Vehicle to have obtained a suitable condition for sale. 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 Dasfleet 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,

Dasfleetc may give notice to the Lessee of its intention to increase or decrease the Monthly Rental.

7. FINAL SETTLEMENT - EXPIRY OF LEASING ARRANGEMENT

7.1 Except where Clause 8 applies, Dasfleetc 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 “Leasing Distance”).

If the Actual Distance exceeds the Leasing 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 Leasing 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. Dasfleetc will advise the Lessee in writing of the amount debited or credited to the Distance Variation Account.

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

(a) dispose of the Vehicle and determine the proceeds of disposal of the Vehicle after deduction of all expenses 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 Dasfleet in connection with the Vehicle during the Term by determining the sum of any costs paid or incurred by Dasfleet under Clause 4.3, Clause 4.4, Clause 5 and Clause 14 (the result being the "Costs paid by Dasfleet");

(c) calculate the total of the amounts paid by the Lessee in connection with the hire of the Vehicle by determining the aggregate of the amounts actually paid by the Lessee to Dasfleet during the Term in respect of the services provided under Clause 4.3, Clause 4.4, Clause 5 and Clause 14 (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 Dasfleet (the result being the "Costs of the Vehicle").

(e) If the Receipts from the Vehicle exceed the Costs of the Vehicle, Dasfleet will:

(i) pay to the Lessee 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 Lessee will pay to Dasfleet 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, Dasfleets 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, Dasfleets will, subject to Clause 7.3 and the right of Dasfleets to set off any sum payable by the Lessee to Dasfleets under any Leasing Arrangement to which the Lessee is a party, pay to the Lessee the amount referred to in Clause 7.2(e)(i).

(h) With respect to Other Provisions, if the actual costs paid by Dasfleets under Clause 4.4(c) exceed the amounts charged by Dasfleets to the Lessee for Other Provisions, then the Lessee will reimburse the amount of the difference to Dasfleets. If the amounts charged by Dasfleets to the Lessee for Other Provisions exceeds the actual costs paid by Dasfleets under Clause 4.4(c) in respect of Other Provisions, then Dasfleets will reimburse the amount of the difference to the Lessee.

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

7.4 On an annual date mutually agreed to by both Dasfleets and the Lessee, Dasfleets may vary the then current management, administration and FBT Reporting fee for each Leasing Arrangement commencing after that date, by an amount as mutually agreed to by both parties.
8. FINAL SETTLEMENT - EARLY TERMINATION OF LEASING ARRANGEMENT

8.1 Right to Terminate Early

The Lessee at any time may notify Dasfleet in writing of an early termination of a Leasing Arrangement.

If the Lessee proposes and notifies Dasfleet in writing that the Leasing 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 Lessee proposes and notifies Dasfleet in writing that the Leasing 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 Lessee must, by written notice to Dasfleet, make an election that one of Option A or Option B below is to have effect upon termination of the Leasing Arrangement.

Upon early termination under this Clause the Lessee may request Dasfleet 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 Leasing Arrangement in respect of the Vehicle has been terminated in accordance with this Clause.

The Lessee acknowledges that the entry into such a Novation Arrangement shall be in Dasfleet’s absolute discretion (and the exercise of such discretion will include an assessment by Dasfleet of the financial standing of the Employee and the proposed new employer and Dasfleet’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 Dasfleet and the Employee.

If Dasfleet agrees with the Employee that a Novation Arrangement will be entered into with the Employee then, notwithstanding the other provisions of this Clause, the Lessee shall only be entitled to terminate the Leasing Arrangement under this Clause in accordance with Option B.
If Dasfleet 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 Lessee, after first obtaining all the necessary certificates, to enable such transfer to take place.

**Option A**

If this Option A applies, the Lessee shall immediately return to Dasfleet the Vehicle and the current registration papers and will pay to Dasfleet:

(i) an amount of $250;

(ii) any costs to bring the Vehicle to Good Condition in accordance with Clause 17;

(iii) any amount which arises from multiplying the Distance Variation by the amount of Excess Kilometres (if any);

(iv) with respect to Other Provisions, the amount of the difference, if the actual Costs paid by Dasfleet under Clause 4.4(c) exceed the amounts charged by Dasfleet to the Lessee for Other Provisions; and

(v) an amount equal to ten percent of the written down value of the Vehicle at the Early Termination Date;

**Option B**

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

(i) dispose of the Vehicle as soon as it is in Good Condition.

If the proceeds of disposal of the Vehicle after deduction of all expenses 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, Dasfleet 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, Dasfleet 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 Dasfleet; and

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

(iii) calculate the total of the amounts paid by the Lessee 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 Lessee to Dasfleet for provision of such services prior to the Early Termination Date (the “Operating amounts paid by the Lessee before Termination”).

(iv) If the Operating costs paid by Dasfleet before Termination exceed the Operating amounts paid by the Lessee before Termination, Dasfleet shall debit the Early Termination Account with the difference. If the Operating amounts paid by the Lessee before Termination exceed the Operating costs paid by Dasfleet before Termination, Dasfleet 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 is a credit Dasfleet shall pay to the Lessee 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 Lessee shall pay to Dasfleet the amount of such debit balance and Dasfleet will credit the Early Termination Account with an amount equal to that receipt.

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

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

**Option C**
If this Option C applies, the Lessee shall return the Vehicle and the current registration papers to Dasfleet and will pay to Dasfleet:

(i) an amount of $250;

(ii) any costs to bring the Vehicle to Good Condition in accordance with Clause 17;

(iii) any amount which arises from multiplying the Distance Variation by the amount of Excess Kilometres (if any);

(iv) with respect to Other Provisions, the amount of the difference, if the actual Costs paid by Dasfleet under Clause 4.4(c) exceed the amounts charged by Dasfleet to the Lessee for Other Provisions; and

(v) an amount equal to ten percent of the written down value of the Vehicle at the Early Termination Date;

**Option D**
If this Option D applies, Dasfleet shall, subsequent to the Early Termination Date:

(a) (i) dispose of the Vehicle as soon as it is in Good Condition.

If the proceeds of disposal of the Vehicle after deduction of all expenses 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, Dasfleet 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, Dasfleet 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 Dasfleet; and

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

(iii) calculate the total of the amounts paid by the Lessee 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 Lessee to Dasfleet for provision of such services prior to the Early Termination Date (the "**Operating amounts paid by the Lessee before Termination**").

(b) If the Operating costs paid by Dasfleet before Termination exceed the Operating amounts paid by the Lessee before Termination, Dasfleet shall debit the Early Termination Account with the difference. If the Operating amounts paid by the Lessee before Termination exceed the Operating costs paid by Dasfleet before Termination, Dasfleet 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 is a credit Dasfleet shall pay to the Lessee 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 Lessee shall pay to Dasfleet the amount of such debit balance and Dasfleet 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 Dasfleet under Clause 6 and under Clauses 7 and 8 are of the essence of the Leasing Arrangement and of this Agreement, respectively, and are conditions of the Leasing 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 Dasfleet to the Lessee 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 Dasfleet in readily available funds.

9.3 The Lessee 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, Dasfleet becomes liable to pay GST in relation to any Supply under this Agreement (a "Taxable Supply").

(b) Dasfleet may issue an invoice or 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 Dasfleet 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 Dasfleet, the Hirer shall pay to Dasfleet upon demand an amount equal to the amount of any additional tax or penalties that shall have become chargeable to Dasfleet.

(e) As between Dasfleet and the Hirer, Dasfleet 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.
10. CONDITION OF VEHICLE

10.1 Unless a Vehicle is a Sale and Hireback Vehicle, the Lessee will, no later than the day after delivery of the Vehicle by Dasfleet to the Lessee, or where the Vehicle is delivered to the Lessee 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 Lessee must, if required by Dasfleet, sign a certificate to that effect. Any such certificate will be conclusive of the facts stated in it.

10.2 Where a Vehicle is a Sale and Hireback Vehicle, the Lessee warrants to Dasfleet that the Vehicle is complete, is in accordance with the specification provided by the Lessee to Dasfleet under Clause 2.1, is in good order and condition and complies in all respects with every requirement of law. The Lessee indemnifies and will keep indemnified Dasfleet against any breach of this warranty.

10.3 The Lessee acknowledges that Dasfleet 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.

11. LIABILITIES

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

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

12. OBLIGATIONS OF THE LESSEE IN RELATION TO THE VEHICLE

The Lessee shall until the Vehicle is returned to or collected by Dasfleet 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 Dasfleet of any such loss or damage to the Vehicle;

(b) not without the prior written consent of Dasfleet 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 Dasfleet 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 Dasfleet 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 Dasfleet of that fact by telephone with subsequent written confirmation;

(f) not without the prior written consent of Dasfleet, 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 Lessee is not for any reason in possession of the Vehicle, the Lessee must forthwith notify Dasfleet of that fact and take all necessary steps (including without limitation those required by Dasfleet) to recover possession of the Vehicle;
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 Lessee and in accordance with applicable laws) or any other load which might harm the Vehicle;

(h) not without the prior written consent of Dasfleet 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 Lessee shall pay to Dasfleet on demand interest at a rate per annum equivalent to four 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 Lessee to Dasfleet under a Leasing 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 Dasfleet of the Lessee, Dasfleet 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 Dasfleet upon request. The Lessee 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.

Dasfleet 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 Dasfleet. If Dasfleet receives such a notice, it will promptly inform the Lessee.

14.2 At the request of the Lessee, Dasfleet may agree that, in respect of the Vehicle, Clause 14.1 does not apply. In that event, without prejudice to the liability of the Lessee to Dasfleet, the Lessee shall keep the Vehicle insured with insurers approved of in writing by Dasfleet 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 Dasfleet. The Lessee shall notify the insurers that the Vehicle is the property of Dasfleet and request the insurers to endorse a note of such ownership on the policy of insurance. The Lessee shall upon demand show to Dasfleet the policy of insurance, the premium receipts and insurance certificates.

14.3 If the Lessee defaults in the payment of any premium in respect of any policy of insurance, Dasfleet may pay such premium. If Dasfleet does so the Lessee must pay the amount of the premium to Dasfleet 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 Dasfleet and confirmed in writing as soon as possible and in any event by the end of the first Business Day following the accident. The Lessee must carry out all instructions of Dasfleet 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:
the Lessee and the driver must immediately deliver to Dasfleet 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 Lessee and the driver; and

(b) the Lessee 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 co-operate fully with Dasfleet 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 Dasfleet 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 Dasfleet from such insurers in respect of the Vehicle.

14.6 Without prejudice to Clause 11.2 and Clause 12(a), the Lessee indemnifies and holds Dasfleet harmless from and against:

(a) any claims against Dasfleet in excess of the limit of Dasfleet'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 Dasfleet does not recover in full from the insurer of the Vehicle.

15. DEFAULT BY LESSEE

15.1 If:

(a) the Lessee fails punctually to pay any instalment of Monthly Rental or other sum due under the Leasing Arrangement or any other agreement between Dasfleet and the Lessee; or

(b) the Lessee fails to observe or perform any of the other terms and conditions of the Leasing Arrangement or any other agreement between Dasfleet and the Lessee; or
(c) any other agreement between Dasfleet and the Lessee is terminated by Dasfleet 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 Lessee 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 Dasfleet's rights in the Vehicle or any part of the Vehicle; or

(e) the Lessee 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 Lessee or otherwise which in the opinion of Dasfleet jeopardises the safety or condition of the Vehicle or prejudices Dasfleet's interest in the Vehicle or which indicates that the Lessee will be unable or unwilling to comply with its obligations under the Leasing Arrangement,

then in each and every such case the Lessee will advise Dasfleet in writing of the occurrence. Dasfleet will advise the Lessee 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 Dasfleet will allow the Lessee seven days to rectify that occurrence. In the case of each and every other occurrence described in this Clause Dasfleet will allow the Lessee thirty days to rectify the occurrence.

15.2 If the Lessee does not rectify any occurrence specified in Clause 15.1 within the time permitted, Dasfleet may (but without prejudice to any other rights under the Lease) forthwith by notice in writing sent to the Lessee terminate the Leasing Arrangement.

15.3 Following any termination of the Leasing Arrangement under Clause 15.2, the Lessee will then no longer be in possession of the Vehicle together with all registration documents and licences relating to the Vehicle. In that event Dasfleet may without prejudice to Dasfleet's claim for any arrears of Monthly Rental or damages for any breach of the Leasing Arrangement or any other rights under the Leasing 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 Lessee.
15.4 The Lessee will be responsible for all costs, charges and expenses incurred by Dasfleet 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 Dasfleet.

16. **CONSEQUENCES OF TERMINATION UPON DEFAULT**

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

17. **RETURN OF VEHICLE**

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

17.2 Before returning the Vehicle the Lessee may remove any accessories fitted at the Hирer's expense during the Term. Any resulting damage to the Vehicle must be made good to the satisfaction of Dasfleet. The Lessee will not have any claim against Dasfleet 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 Dasfleet and the Lessee.

18. **EXERCISE OF RIGHTS**

The Lessee shall repay to Dasfleet on demand and on a full indemnity basis all costs, charges and expenses incurred in any way by reason of Dasfleet exercising any rights it may have under the Leasing Arrangement or by reason of any breach of the Leasing Arrangement by the Lessee including but without limitation all costs, charges and expenses incurred in ascertaining the whereabouts of either or both of the Vehicle and the Lessee.
19. **WAIVER OF RIGHTS**

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

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**

The Lessee must not assign or charge the benefit of this Agreement or any Leasing Arrangement or attempt to do either of these things without the prior consent of Dasfleet, which consent will not be unreasonably withheld.

22. **EXECUTION**

This Agreement is not binding on Dasfleet until it has been signed on behalf of Dasfleet. Any Schedule forming the basis of a Leasing Arrangement is not binding on Dasfleet until Dasfleet has completed it as contemplated by Clause 1.6.
23. **GOVERNING LAW**

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

24. **ANNUAL ACCOUNTS**

The Lessee shall, within 120 days of the end of the financial year of the Lessee, provide Dasfleet 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 Lessee is administered. In the event that the Lessee is not required by law to submit its books and records for audit, the Lessee will submit an accountant's report with its accounts.

25. **STATEMENT OF CALCULATION**

Dasfleet will, upon request by the Lessee, supply the Lessee with a statement of the result of any calculation made under this Agreement or under the Leasing 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 Lessee.

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 Lessee must immediately notify Dasfleet 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 Lessee fails to return the Vehicle at the expiration of the Term (without affecting the obligations of the Lessee under the Leasing Arrangement) the period of the Leasing 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
Leasing Arrangement (or under any variation then prevailing pursuant to the terms of the Leasing Arrangement) provided that:

(a) the Holding Over Period may be determined by Dasfleets demanding possession of the Vehicle at any time or by the Lessee delivering the Vehicle to Dasfleets;

(b) Clause 7 will apply as if the earlier to occur of the day the Vehicle is returned to Dasfleets and the day Dasfleets considers the Vehicle is in saleable condition is the Expiry Date.

28. SEVERABILITY

Any provision in this Agreement or the Leasing 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 Leasing Arrangement or affecting the validity or enforceability of that provision in any other jurisdiction.

29. JOINT AND SEVERAL LIABILITIES

Where there are two or more persons to this Agreement as Lessees their liability is joint and several both under this Agreement and under any Leasing Arrangement even if that Leasing Arrangement is not entered into by all those persons.

30. RELATED BODY CORPORATE

A Related Body Corporate, which is within the meaning of Section 50 of the Corporations Law, shall be entitled to enter into Leasing Arrangements with Dasfleets subject to the following:

(a) the relevant Motor Vehicle Order Forms shall be executed by, and the Offers accepted by, the Related Body Corporate in lieu of the Lessee;

(b) if Dasfleets enters into a Leasing Arrangement with the Related Body Corporate:

(i) all of the terms and conditions of this Agreement and the relevant Schedule shall apply between Dasfleets and the Related Body Corporate with respect to that Leasing Arrangement; and
(ii) the word "Lessee" wherever appearing in this Agreement and the relevant Schedule shall be deemed for the purposes of that Leasing arrangement to be a reference to that Related Body Corporate;

(c) the Lessee warrants with respect to each Leasing Arrangement between Dasfleet and a Related Body Corporate that the Related Body Corporate will be duly bound by all of the terms of this Agreement and the relevant Schedule; and

(d) the Lessee shall indemnify and keep indemnified Dasfleet from and against all losses, claims, actions, damages and expenses arising as a result of any breach or non-observance by a Related Body Corporate of any of its obligations to Dasfleet under a Leasing Arrangement.

31. SPECIAL TERMS AND CONDITIONS

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

31 dfsvsgfm.11/10/99
# PRE CALCULATION SHEET

<table>
<thead>
<tr>
<th>[Name and Address of Lessee]</th>
<th>Calculation Date</th>
<th>Calculation No.</th>
<th>Calculation base</th>
<th>Contract No.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Vehicle Manufacturer</th>
<th>Model</th>
<th>Type</th>
<th>Auto/Manual</th>
<th>Doors</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Price</th>
<th>Discount</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
</tbody>
</table>

**Total:** xx,xxx.xx

<table>
<thead>
<tr>
<th>Kilometre / Year:</th>
<th>xx,xxx</th>
<th>Interest %:</th>
<th>xx.xx</th>
<th>Interest Base:</th>
<th>xx,xxx.xx</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kilometre / Month:</td>
<td>xx,xxx</td>
<td>Number of months:</td>
<td>xx</td>
<td>Res. Value:</td>
<td>xx,xxx.xx</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Costs</th>
<th>Per Month</th>
<th>Per Km.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lease Payments:</td>
<td>xx,xxx.xx</td>
<td>xxx.xx</td>
</tr>
<tr>
<td>Registration Fee:</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>Insurances:</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>Tyres:</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>Fuel:</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>Other Provisions</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>Replacement Car:</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>Membership Autom. Club:</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>Management Fee:</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>Administration Fee:</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>F.B.T Reporting Fee:</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td><strong>TOTAL COSTS:</strong></td>
<td>======</td>
<td>======</td>
</tr>
</tbody>
</table>

Distance: Each Less Driven Kilometre Will Be Credited At: .xxx
Variation: Each Extra Driven Kilometre Will Be Debited At: .xxx

Accepted on behalf of the Lessee: ........................................... Date / /  
(Authorised Signature)
# CONTRACT SUPPLEMENT TO THE LONG TERM HIRE AGREEMENT

<table>
<thead>
<tr>
<th>[Name and Address of Lessee]</th>
<th>Calculation Date</th>
<th>Calculation No.</th>
<th>Calculation base</th>
<th>Contract No.</th>
<th>Calculation No. for Order</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Vehicle Manufacturer</th>
<th>Model</th>
<th>Type</th>
<th>Auto/Manual</th>
<th>d oors</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Price</th>
<th>Discount</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Price: xx,xxx.xx</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>Options &amp; Accessories: xx,xxx.xx</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td>Purchase Stamp Duty: xx,xxx.xx</td>
<td>xx,xxx.xx</td>
<td>xx,xxx.xx</td>
</tr>
<tr>
<td><strong>Total:</strong> xx,xxx.xx</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 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 |

<table>
<thead>
<tr>
<th>Total Costs</th>
<th>Per Month</th>
<th>Per Km.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease Payments: xx,xxx.xx</td>
<td>xxx.xx</td>
<td>.xxxx</td>
</tr>
<tr>
<td>Registration Fee: xx,xxx.xx</td>
<td>xxx.xx</td>
<td></td>
</tr>
<tr>
<td>Insurances: xx,xxx.xx</td>
<td>xxx.xx</td>
<td></td>
</tr>
<tr>
<td>Fuel: xx,xxx.xx</td>
<td>xxx.xx</td>
<td>.xxxx</td>
</tr>
<tr>
<td>Other Provisions xx,xxx.xx</td>
<td>xxx.xx</td>
<td>.xxxx</td>
</tr>
<tr>
<td>Replacement Car: xx,xxx.xx</td>
<td>xxx.xx</td>
<td></td>
</tr>
<tr>
<td>Membership Autom. Club: xx,xxx.xx</td>
<td>xxx.xx</td>
<td></td>
</tr>
<tr>
<td>Management Fee: xx,xxx.xx</td>
<td>xxx.xx</td>
<td></td>
</tr>
<tr>
<td>Administration Fee: xx,xxx.xx</td>
<td>xxx.xx</td>
<td></td>
</tr>
<tr>
<td>F.B.T Reporting Fee: xx,xxx.xx</td>
<td>xxx.xx</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL COSTS:</strong> xx,xxx.xx</td>
<td></td>
<td>.xxxx</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Distance</th>
<th>Each Less Driven Kilometre Will Be Credited At</th>
<th>Variation</th>
<th>Each Extra Driven Kilometre Will Be Debited At</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration No:</td>
<td>VIN / Chassis No.:</td>
<td>Start Kilometres:</td>
<td>Contract Start Date:</td>
</tr>
</tbody>
</table>

| | |
| | |

33 | dfsvsgfm.11/10/99 |
## EARLY TERMINATION CALCULATION

<table>
<thead>
<tr>
<th>Month</th>
<th>Lease Cost $</th>
<th>Interest $</th>
<th>Capital $</th>
<th>Written Down Value $</th>
<th>Cumulative Depreciation $</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>408.02</td>
<td>330.00</td>
<td>78.02</td>
<td>24,921.98</td>
<td>78.02</td>
<td>Vehicle price 25000.00</td>
</tr>
<tr>
<td>2</td>
<td>408.02</td>
<td>323.12</td>
<td>84.90</td>
<td>24,837.08</td>
<td>162.92</td>
<td>Residual Value 13500.00</td>
</tr>
<tr>
<td>3</td>
<td>408.02</td>
<td>316.25</td>
<td>91.77</td>
<td>24,755.31</td>
<td>254.69</td>
<td>Total depreciation 11500.00</td>
</tr>
<tr>
<td>4</td>
<td>408.02</td>
<td>309.37</td>
<td>98.65</td>
<td>24,664.66</td>
<td>353.34</td>
<td>Lease Cost 408.02</td>
</tr>
<tr>
<td>5</td>
<td>408.02</td>
<td>302.50</td>
<td>105.52</td>
<td>24,541.14</td>
<td>458.86</td>
<td>Term in months 48</td>
</tr>
<tr>
<td>6</td>
<td>408.02</td>
<td>295.62</td>
<td>112.40</td>
<td>24,428.75</td>
<td>571.25</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>408.02</td>
<td>288.75</td>
<td>119.27</td>
<td>24,309.47</td>
<td>690.53</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>408.02</td>
<td>281.87</td>
<td>126.15</td>
<td>24,183.33</td>
<td>816.67</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>408.02</td>
<td>275.00</td>
<td>133.02</td>
<td>24,050.31</td>
<td>949.69</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>408.02</td>
<td>268.12</td>
<td>139.90</td>
<td>23,910.41</td>
<td>1,089.59</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>408.02</td>
<td>261.25</td>
<td>146.77</td>
<td>23,763.64</td>
<td>1,236.36</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>408.02</td>
<td>254.37</td>
<td>153.65</td>
<td>23,609.99</td>
<td>1,390.01</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>408.02</td>
<td>247.50</td>
<td>160.52</td>
<td>23,449.47</td>
<td>1,550.33</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>408.02</td>
<td>240.62</td>
<td>167.40</td>
<td>23,282.08</td>
<td>1,717.92</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>408.02</td>
<td>233.75</td>
<td>174.27</td>
<td>23,107.80</td>
<td>1,892.20</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>408.02</td>
<td>226.87</td>
<td>181.15</td>
<td>22,926.66</td>
<td>2,073.34</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>408.02</td>
<td>220.00</td>
<td>188.02</td>
<td>22,738.64</td>
<td>2,261.36</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>408.02</td>
<td>213.12</td>
<td>194.90</td>
<td>22,543.74</td>
<td>2,456.26</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>408.02</td>
<td>206.25</td>
<td>201.77</td>
<td>22,341.97</td>
<td>2,658.03</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>408.02</td>
<td>199.37</td>
<td>208.65</td>
<td>22,133.32</td>
<td>2,866.68</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>408.02</td>
<td>192.50</td>
<td>215.52</td>
<td>21,917.80</td>
<td>3,082.20</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>408.02</td>
<td>185.62</td>
<td>222.40</td>
<td>21,695.41</td>
<td>3,304.59</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>408.02</td>
<td>178.75</td>
<td>229.27</td>
<td>21,466.14</td>
<td>3,533.86</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>408.02</td>
<td>171.87</td>
<td>236.15</td>
<td>21,229.99</td>
<td>3,770.01</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>408.02</td>
<td>165.00</td>
<td>243.02</td>
<td>20,986.97</td>
<td>4,013.03</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>408.02</td>
<td>158.12</td>
<td>249.90</td>
<td>20,737.07</td>
<td>4,262.93</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>408.02</td>
<td>151.25</td>
<td>256.77</td>
<td>20,480.30</td>
<td>4,519.70</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>408.02</td>
<td>144.37</td>
<td>263.65</td>
<td>20,216.66</td>
<td>4,783.34</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>408.02</td>
<td>137.50</td>
<td>270.52</td>
<td>19,946.14</td>
<td>5,053.86</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>408.02</td>
<td>130.62</td>
<td>277.40</td>
<td>19,668.74</td>
<td>5,331.26</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>408.02</td>
<td>123.75</td>
<td>284.27</td>
<td>19,384.47</td>
<td>5,615.53</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>408.02</td>
<td>116.87</td>
<td>291.15</td>
<td>19,093.32</td>
<td>5,906.68</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>408.02</td>
<td>110.00</td>
<td>298.02</td>
<td>18,795.30</td>
<td>6,204.70</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>408.02</td>
<td>103.12</td>
<td>304.90</td>
<td>18,490.41</td>
<td>6,509.59</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>408.02</td>
<td>96.25</td>
<td>311.77</td>
<td>18,178.64</td>
<td>6,821.36</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>408.02</td>
<td>89.37</td>
<td>318.65</td>
<td>17,859.99</td>
<td>7,140.01</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>408.02</td>
<td>82.50</td>
<td>325.52</td>
<td>17,534.47</td>
<td>7,465.53</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>408.02</td>
<td>75.62</td>
<td>332.40</td>
<td>17,202.08</td>
<td>7,797.92</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>408.02</td>
<td>68.75</td>
<td>339.27</td>
<td>16,862.81</td>
<td>8,137.19</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>408.02</td>
<td>61.87</td>
<td>346.15</td>
<td>16,516.66</td>
<td>8,483.34</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>408.02</td>
<td>55.00</td>
<td>353.02</td>
<td>16,163.64</td>
<td>8,836.36</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>408.02</td>
<td>48.12</td>
<td>359.90</td>
<td>15,803.75</td>
<td>9,196.25</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>408.02</td>
<td>41.25</td>
<td>366.77</td>
<td>15,436.98</td>
<td>9,563.02</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>408.02</td>
<td>34.37</td>
<td>373.65</td>
<td>15,063.33</td>
<td>9,936.67</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>408.02</td>
<td>27.50</td>
<td>380.52</td>
<td>14,682.81</td>
<td>10,317.19</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>408.02</td>
<td>20.62</td>
<td>387.40</td>
<td>14,295.42</td>
<td>10,704.58</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>408.02</td>
<td>13.75</td>
<td>394.27</td>
<td>13,901.15</td>
<td>11,098.85</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>408.02</td>
<td>6.87</td>
<td>401.15</td>
<td>13,500.00</td>
<td>11,500.00</td>
<td></td>
</tr>
</tbody>
</table>

19,584.96 8,084.96 11,500.00 0.00 0.00
# RECEIPT VOUCHER

<table>
<thead>
<tr>
<th>Order Number:</th>
<th>Registration No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Number:</td>
<td>Contract Number:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Make:</th>
<th>No. of Doors:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model:</td>
<td>No. of Gears:</td>
</tr>
<tr>
<td>Type:</td>
<td>Colour:</td>
</tr>
<tr>
<td>Chassis No.:</td>
<td>Upholstery:</td>
</tr>
</tbody>
</table>

**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**
**DEALER:**
**Date:**  /  /  

**Signature for acceptance**
**DRIVER:**
**Mileage at delivery:**  ..............

**Date of delivery:**  /  /  

---

35  dfsvsgfm.11/10/99
AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above written.

Execution by a Company

Signed for and on behalf of)
University of South Australia  )
by its duly authorised officer  )

__________________________
Authorised Officer

__________________________
Name (Please Print) \underline{Acting Executive Director of Resources}

__________________________
Witness

__________________________
Name (Please Print)

Signed for and on behalf of
MILEX AUSTRALIA PTY LIMITED

__________________________
(Authorised Officer)