Vehicle Hire Licence Agreement

between

Rotary Club of Henley Beach Inc (ABN: 21 187 584 153)

and

[Company Name / Individual] (ACN/ABN: XXX XXX XXX)

Vehicle Hire Licence Agreement

Date / / 2026

Parties

Rotary Club of Henley Beach Inc (ABN: 21 187 584 153) (**Licensor**)

[Insert Licensee name] of [insert address] (ACN [insert ACN if applicable]) (**Licensee**)

Background

1. The Licensor is the owner of a motor vehicle, being a Toyota Hiace Bus more particularly described in Schedule 1 (**Vehicle**).

2. The Licensor has agreed to grant to the Licensee a licence to use the Vehicle for the purposes outlined in **Item 5** and on the terms and conditions set out in this Agreement.

3. The Licensee is a registered charity under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and holds the requisite qualifications, registrations and insurances to enter into this Agreement.

4. The parties have agreed to enter into this Agreement on the terms and conditions set out below.

Operative Provisions

1. <u>Definitions and Interpretation</u>

1.1. In this Agreement unless the context otherwise requires:

"**ACNC**" means the Australian Charities and Not-for-profits Commission;

"**AED**" means automated external defibrillator;

"**Agreement**" means this licence agreement;

"**Commencement Date**" means the date in **Item 1** or such other date as agreed in writing between the parties**;**

"**CTP Insurance**" means compulsory third-party bodily injury insurance as required under the *Motor Vehicles Act 1959* (SA);

"**Dangerous Goods**" means any explosive, inflammable, combustible, toxic, poisonous, corrosive, hazardous, noxious or otherwise dangerous substance, material or article, including any gas, liquid, solid, chemical, waste or contaminant which may pose a risk of injury to persons, damage to property or harm to the environment, and includes any substance classified as dangerous, hazardous or regulated under any applicable law;

"**Driver**" means any person authorised by the Licensee to drive the Vehicle;

"**Expiry Date**" means **Item 2** or such other date as agreed in writing between the parties, or the date on which this Agreement is terminated in accordance with its terms;

"**Hire Fee**" means the amount specified in **Item 3** or as otherwise determined by the Licensor and notified to the Licensee in writing;

"**Item**" means an item of Schedule 2;

"**Licence Period**" means the period commencing on the Commencement Date and ending on the Expiry Date or the earlier termination of this Agreement;

"**Maintenance Schedule**" means the post-delivery maintenance schedule provided by the manufacturer of the Vehicle or as otherwise specified by the Licensor in Schedule 3;

"**Public Liability Insurance**" means a policy of insurance against public liability with a minimum cover as specified in **Item 6** or such other amount as may be reasonably required by the Licensor from time to time;

"**Security Interest**" means any mortgage, charge, pledge, lien, encumbrance, security interest, title retention arrangement, preferential right, trust arrangement, contractual right of set-off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any security interest within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth);

"**Vehicle**" means the motor vehicle described in Schedule 1 and includes all accessories, equipment, fittings, spare parts and other items supplied with or fitted to the Vehicle;

"**WWCC**" means a Working with Children Check clearance issued under the *Child Safety (Prohibited Persons) Act 2016* (SA);

1.2. In this Agreement unless the context otherwise requires:

1.2.1. the singular includes the plural and vice versa;

1.2.2. a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;

1.2.3. a reference to a party includes that party's executors, administrators, successors and permitted assigns;

1.2.4. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

1.2.5. the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;

1.2.6. headings are for convenience only and do not affect interpretation;

1.2.7. a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes email;

1.2.8. where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and

1.2.9. a reference to dollars or "$" means Australian dollars.

2. Grant of Licence

2.1. The Licensor grants to the Licensee a non-exclusive licence to use and possess the Vehicle for the Licence Period on the terms and conditions set out in this Agreement.

2.2. The Licensee acknowledges and agrees that:

2.2.1. the Licensor retains ownership of the Vehicle at all times;

2.2.2. the Licensee has no right, title or interest in the Vehicle other than as a bailee for the Licence Period;

2.2.3. the Licensee must not pledge the Licensor's credit in connection with the Vehicle;

2.2.4. the Licensee must not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with personal possession of or otherwise deal with the Vehicle except as expressly permitted under this Agreement; and

2.2.5. the Vehicle registration and CTP Insurance will remain in the name of the Licensor throughout the Licence Period.

3. Licensee Qualifications and Warranties

3.1. Charitable Status and Registration

3.1.1. The Licensee warrants and represents to the Licensor that:

3.1.1.1. it is registered as a charity with the ACNC and such registration is current and valid as at the date of this Agreement;

3.1.1.2. all particulars and information provided by it to the Licensor are correct, current and not misleading in any respect; and

3.1.1.3. it has full power and authority to enter into this Agreement and to perform its obligations under this Agreement.

3.2. Insurance Requirements

3.2.1. The Licensee warrants and represents to the Licensor that:

3.2.1.1. it holds and will maintain throughout the Licence Period a current policy of Public Liability Insurance with a reputable insurer authorised to conduct insurance business in Australia;

3.2.1.2. it will provide the Licensor with a current certificate of currency for such Public Liability Insurance prior to taking possession of the Vehicle and will provide updated certificates of currency upon request by the Licensor;

3.2.1.3. it will immediately notify the Licensor if such Public Liability Insurance is cancelled, lapses or is varied in any material respect; and

3.2.1.4. it will comply with all terms and conditions of such Public Liability Insurance policy.

3.3. Driver Qualifications

3.3.1. The Licensee warrants and represents to the Licensor that any driver of the Vehicle will be a fit and proper person and that:

3.3.1.1. all Drivers will hold a current South Australian driver's licence of the appropriate class or category for the Vehicle;

3.3.1.2. all Drivers will hold a current WWCC;

3.3.1.3. no Driver will have a conviction for any offence or be under investigation for any offence against children or vulnerable people;

3.3.1.4. no Driver has had motor vehicle insurance refused, cancelled or declined at any time;

3.3.1.5. no Driver has been convicted of any offence relating to driving a motor vehicle while under the influence of alcohol or any illegal drug;

3.3.1.6. where the Vehicle is to be used for the transport of passengers in wheelchairs, all relevant Drivers are suitably trained and competent in the operation of wheelchair restraints, ramps, lifts and other equipment, and in the safe transport of wheelchair passengers;

3.3.1.7. where certification for the transport of wheelchair passengers is required under South Australian government transport requirements, all relevant Drivers hold such current certification; and

3.3.1.8. it will provide to the Licensor upon request copies of driver's licences, WWCC certificates and any relevant training or certification documents for all Drivers.

3.4. Continuing Warranties

3.4.1. The Licensee warrants that the matters set out in clauses 3.1, 3.2 and 3.3 are true and correct as at the date of this Agreement and will remain true and correct throughout the Licence Period. The Licensee must immediately notify the Licensor in writing if any of these warranties ceases to be true and correct.

4. Hire Fee, Vehicle Expenses and Security Deposit

4.1. Hire Fee

4.1.1. The Licensee must pay to the Licensor the Hire Fee in accordance with the terms set out in **Item 3** by electronic funds transfer to the Licensor's nominated bank account listed in **Item 4** or as notified to the Licensee in writing from time to time.

4.1.2. The Licensor may vary the Hire Fee at its absolute discretion by giving the Licensee not less than 30 days' written notice.

4.2. Expenses

4.2.1. The Licensee must immediately upon demand reimburse to the Licensor or pay direct to the party concerned (whichever the Licensor requires) all expenses incurred in connection with the Vehicle during the Licence Period, including but not limited to:

4.2.1.1. all fuel costs;

4.2.1.2. all tolls, parking fees and traffic infringement notices or fines incurred during the Licence Period;

4.2.1.3. the cost of motor vehicle registration in South Australia;

4.2.1.4. the cost of CTP Insurance;

4.2.1.5. the cost of comprehensively insuring the Vehicle for full replacement value with an insurer selected by the Licensor and in the Licensor's name;

4.2.1.6. the cost of all scheduled and unscheduled maintenance and repairs in accordance with the Maintenance Schedule;

4.2.1.7. the cost of all replacement parts, fluids, consumables and accessories required to maintain the Vehicle in accordance with the Maintenance Schedule;

4.2.1.8. the cost of all approved warranty servicing within the prescribed time or distance as required under the manufacturer's warranty;

4.2.1.9. the cost of cleaning, detailing and sanitising the Vehicle;

4.2.1.10. the cost of repairing any damage to the Vehicle howsoever caused, including damage caused by vandalism, graffiti or wilful damage;

4.2.1.11. the cost of any modifications, alterations or additions to the Vehicle approved by the Licensor in writing; and

4.2.1.12. any other expenses reasonably incurred by the Licensor in connection with the Vehicle.

4.3. Registration and Insurance

4.3.1. The Licensor will be responsible for ensuring that:

4.3.1.1. the Vehicle registration in South Australia remains current for the duration of the Licence Period;

4.3.1.2. CTP Insurance remains current and in force for the duration of the Licence Period;

4.3.1.3. the Vehicle is comprehensively insured with an insurer selected by the Licensor and in the Licensor's name.

4.3.2. Notwithstanding clause 4.3.1, the Licensee must immediately notify the Licensor if the Licensee becomes aware that the Vehicle registration, CTP Insurance or comprehensive insurance has expired or is about to expire.

4.3.3. If the comprehensive insurance referred to in clause 4.3.1.3 is required by the insurer or otherwise necessary to be effected in the joint names of the Licensor and the Licensee, the Licensee must promptly do all things and execute all documents reasonably required to ensure that the policy is effected, endorsed or amended so that it records both the Licensor and the Licensee as named insureds, and must provide any information or assistance reasonably requested for that purpose.

4.4. **Security Deposit**

4.4.1. If **Item 8** specifies a security deposit**,** the Licensee must pay to the Licensor by the Commencement Date a security deposit for the amount specified in **Item 8** as security for the Licensee's performance of its obligations under this Agreement.

4.4.2. The Licensor is entitled but not obliged to deduct or cause to be deducted from the security deposit any moneys payable under this Agreement which the Licensee fails to pay.

4.4.3. If the Licensor draws against the security deposit, the Licensee must provide a supplementary or replacement security deposit so that the amount available to the Licensor under the security deposit is equal to the amount specified in **Item 8** at all times.

4.4.4. The Licensor must at the end of the Licence Period repay or cause to be repaid the remaining balance of the security deposit to the Licensee.

5. Maintenance and Condition of Vehicle

5.1. Maintenance Obligations

5.1.1. The Licensee must:

5.1.1.1. maintain the Vehicle continuously in accordance with the Maintenance Schedule;

5.1.1.2. ensure that all scheduled servicing is performed by a qualified mechanic approved by the Licensor at an authorised service centre within the prescribed time periods or distance intervals specified in the Maintenance Schedule, whichever occurs first;

5.1.1.3. ensure that all warranty servicing is performed in accordance with the manufacturer's requirements to ensure that the manufacturer's warranty remains valid and enforceable;

5.1.1.4. use the correct fuel for the Vehicle;

5.1.1.5. use only genuine or approved replacement parts, fluids and consumables as specified by the manufacturer;

5.1.1.6. maintain a logbook in the Vehicle recording all services, repairs and maintenance performed on the Vehicle, retain copies of all service invoices and receipts, and provide copies of such records to the Licensor upon request;

5.1.1.7. immediately report to the Licensor any mechanical defect, malfunction or damage to the Vehicle;

5.1.1.8. not operate the Vehicle if the Licensee knows or suspects that the Vehicle is damaged, unsafe or mechanically unsound; and

5.1.1.9. ensure that the Vehicle is maintained in a roadworthy condition at all times in accordance with the requirements of the *Motor Vehicles Act 1959* (SA).

5.2. Cleaning and Hygiene

5.2.1. The Licensee must:

5.2.1.1. keep the Vehicle clean and in the best possible condition at all times;

5.2.1.2. ensure that the interior and exterior of the Vehicle are regularly cleaned and maintained to a high standard of cleanliness and presentation;

5.2.1.3. ensure that suitable disinfectant wipes and sanitising products are available on the Vehicle at all times for use by passengers and Drivers;

5.2.1.4. ensure that suitable waste containers are provided on the Vehicle and are regularly emptied;

5.2.1.5. immediately and thoroughly clean any soiling of the Vehicle caused by incontinence, vomiting or other bodily fluid discharges of passengers using appropriate cleaning products and methods to eliminate odours and prevent cross-contamination;

5.2.1.6. bear all costs associated with cleaning, sanitising and maintaining the Vehicle in accordance with this clause 5.2; and

5.2.1.7. accept entire liability for and responsibility to keep the Vehicle clean and in the best possible condition.

5.3. Safety Equipment

5.3.1. The Licensee must ensure that the Vehicle is equipped with and contains at all times:

5.3.1.1. a current and serviceable fire extinguisher which has been inspected and serviced in accordance with the Australian Standards and manufacturer's recommendations;

5.3.1.2. a current and serviceable AED which has been inspected and maintained in accordance with the manufacturer's recommendations ;

5.3.1.3. a comprehensive first aid kit which is regularly inspected and restocked to ensure that all items are current and in serviceable condition; and

5.3.1.4. where relevant, all wheelchair restraints, ramps, lifts and other equipment for the safe transport of wheelchair passengers, and such equipment must be maintained in good working order and inspected regularly in accordance with the manufacturer's recommendations.

5.4. Inspection Rights

5.4.1. The Licensor or its authorised representatives may inspect the Vehicle at any time during the Licence Period by giving the Licensee reasonable notice of not less than 48 hours, but no notice is required in the case of an emergency.

5.4.2. The Licensee must make the Vehicle available for inspection at the time and place specified by the Licensor in its notice.

5.4.3. The Licensee must provide the Licensor and its authorised representatives with reasonable access to the Vehicle and to all maintenance records, logbooks and other documents relating to the Vehicle.

5.4.4. If upon inspection the Licensor forms the opinion that the Vehicle has not been maintained in accordance with this Agreement, the Licensor may give the Licensee notice specifying the deficiencies and requiring the Licensee to remedy such deficiencies at the Licensee’s cost within a specified time period.

5.4.5. If the Licensee fails to remedy any deficiencies within the time period specified by the Licensor, the Licensor may arrange for such deficiencies to be remedied and may recover the cost of doing so from the Licensee as a debt due and payable on demand.

6. Use of Vehicle

6.1. Permitted Use

6.1.1. The Licensee must ensure that:

6.1.1.1. the Vehicle is used only for the purposes specified in **Item 5** or as otherwise approved in writing by the Licensor;

6.1.1.2. the Vehicle is driven only by Drivers who satisfy the requirements of clause 3.3;

6.1.1.3. the Vehicle is driven only on formed and sealed roads unless otherwise approved in writing by the Licensor;

6.1.1.4. the Vehicle is not driven when damaged, unsafe or mechanically unsound;

6.1.1.5. the Vehicle is operated in accordance with all applicable Commonwealth, State and local laws, regulations and by-laws;

6.1.1.6. neither the Licensee nor any Driver drives or uses or attempts to drive or use the Vehicle while under the influence of alcohol so as to have a blood alcohol content exceeding the legal limit in South Australia or while under the influence of any illegal drug;

6.1.1.7. neither the Licensee nor any Driver fails to submit to any blood analysis, breath test or test for any illegal drug requested by police or other relevant authority;

6.1.1.8. the Vehicle is not overloaded and does not carry more passengers than the number for which the Vehicle is registered and designed; and

6.1.1.9. all passengers wear seatbelts or, in the case of wheelchair passengers, are properly secured using appropriate restraints in accordance with applicable safety standards.

6.2. Prohibited Use

6.2.1. The Licensee must ensure that the Vehicle is not:

6.2.1.1. used for any illegal purpose;

6.2.1.2. used in any race, rally, speed test or contest;

6.2.1.3. used for the conveyance of any excessive loads or Dangerous Goods without the prior written consent of the Licensor;

6.2.1.4. used to tow any other vehicle, trailer or boat without the prior written consent of the Licensor;

6.2.1.5. used for the carriage of persons or property for hire, fare or reward except as may be expressly permitted under the charitable purposes of the Licensee and approved in writing by the Licensor;

6.2.1.6. driven by any person who does not hold a current driver's licence of the appropriate class or category;

6.2.1.7. driven by any person who has been convicted of an offence relating to driving a motor vehicle while under the influence of alcohol or any illegal drug;

6.2.1.8. driven by any person who has had motor vehicle insurance refused, cancelled or declined; or

6.2.1.9. driven in a manner which breaches any condition of the Vehicle's registration.

6.3. Record of Use

6.3.1. The Licensee must maintain a logbook of the Vehicle's use. The logbook must be kept in the Vehicle at all times and must record, for each occasion of use:

6.3.1.1. the date of use;

6.3.1.2. the time the Vehicle is collected and returned;

6.3.1.3. the name of the Driver;

6.3.1.4. the purpose of the trip;

6.3.1.5. the starting odometer reading;

6.3.1.6. the finishing odometer reading;

6.3.1.7. the total kilometres travelled;

6.3.1.8. any passengers carried (if applicable); and

6.3.1.9. any issues, incidents, damage, warning lights or mechanical concerns noticed during the trip.

6.3.2. The Licensee must ensure the logbook is completed contemporaneously with each use and must provide copies of the logbook to the Licensor upon request.

7. Storage and Security

7.1. Storage Requirements

7.1.1. The Licensee must:

7.1.1.1. store the Vehicle when not in use in a secure undercover location which provides protection from the elements, vandalism and theft;

7.1.1.2. where reasonably practicable, store the Vehicle in a locked garage or undercover secured parking area;

7.1.1.3. ensure that all doors, windows and other openings of the Vehicle are locked when the Vehicle is unattended;

7.1.1.4. ensure that the keys to the Vehicle are kept in a secure location and are not left in or on the Vehicle when unattended;

7.1.1.5. implement reasonable security measures to prevent unauthorised access to or use of the Vehicle; and

7.1.1.6. immediately notify the Licensor if the Vehicle is stolen, vandalised or subjected to any attempted theft or vandalism.

7.2. Graffiti and Damage

7.2.1. The Licensee must:

7.2.1.1. immediately notify the Licensor if the Vehicle is subjected to graffiti or any other wilful damage;

7.2.1.2. arrange for such graffiti or wilful damage to be repaired immediately upon becoming aware of such damage;

7.2.1.3. bear all costs associated with repairing, repainting or rectifying any graffiti or wilful damage to the Vehicle; and

7.2.1.4. provide the Licensor with photographic evidence of the damage and copies of any police reports or insurance claims lodged in relation to such damage.

8. Modifications and Signage

8.1. Prohibition on Modifications

8.1.1. The Licensee must not:

8.1.1.1. modify or permit any modification of the Vehicle or any of its fittings, equipment or accessories in any way;

8.1.1.2. remove, alter, replace or add any component, fitting, equipment or accessory to the Vehicle;

8.1.1.3. alter, remove, cover, obscure or add any signage, branding, livery or other markings on the Vehicle; or

8.1.1.4. make any alteration to the Vehicle which may invalidate the manufacturer's warranty or which may affect the safety, roadworthiness or value of the Vehicle,

without the prior written consent of the Licensor.

8.2. Approved Modifications

8.2.1. If the Licensee wishes to make any modification or alteration to the Vehicle, the Licensee must submit a written request to the Licensor providing full details of the proposed modification or alteration, including:

8.2.1.1. the nature and purpose of the proposed modification or alteration;

8.2.1.2. detailed specifications and drawings where applicable;

8.2.1.3. the name and qualifications of the person or entity who will perform the work;

8.2.1.4. evidence that the proposed modification or alteration will not invalidate the manufacturer's warranty or affect the safety, roadworthiness or value of the Vehicle; and

8.2.1.5. any other information reasonably requested by the Licensor.

8.2.2. The Licensor may approve or refuse any request for modification or alteration in its absolute discretion.

8.2.3. If the Licensor approves a modification or alteration, such approval may be subject to conditions specified by the Licensor.

8.2.4. All costs associated with any approved modification or alteration must be borne by the Licensee.

8.2.5. Any modification or alteration performed with the approval of the Licensor becomes part of the Vehicle and remains the property of the Licensor.

9. Return of Vehicle

9.1. At the expiration of the Licence Period, or immediately following the termination of this Agreement, the Licensee must:

9.1.1. return the Vehicle to the Licensor's premises listed in **Item 7** in good repair and clean condition having regard to the condition of the Vehicle upon taking possession (fair wear and tear excepted) and in a state that complies with the Licensee's obligations under clauses 5, 7 and 8;

9.1.2. ensure that the Vehicle is fully fuelled at the time of return, unless otherwise agreed in writing by the Licensor;

9.1.3. remove all personal property and any equipment belonging to the Licensee or its passengers from the Vehicle;

9.1.4. repair, at its cost, any damage to the Vehicle that is not fair wear and tear, unless otherwise agreed in writing with the Licensor; and

9.1.5. return to the Licensor all keys, service records, maintenance receipts, inspection reports, logbooks and logbook entries, manuals, spare parts and accessories associated with the Vehicle.

9.2. If the Licensee fails to comply with any its obligations under clause 9.1, the Licensor may (without limiting any other rights or remedies available to it):

9.2.1. enter the Vehicle or any premises where the Vehicle is located for the purpose of carrying out any act or thing required to give effect to clause 9.1;

9.2.2. arrange for the Vehicle to be collected, transported, cleaned, refuelled, repaired or otherwise dealt with so as to place it in the condition required by clause 9.1;

9.2.3. remove and dispose of any personal property or equipment left in or on the Vehicle; and

9.2.4. recover from the Licensee, as a debt due and payable on demand, all costs, expenses and charges reasonably incurred by the Licensor in exercising its rights under this clause 9.2, including administrative and legal costs on an indemnity basis.

10. Subletting and Non-Exclusive Use

10.1. Prohibition on Subletting

10.1.1. The Licensee must not sublet, lend, hire or otherwise permit any third party to use the Vehicle without the express prior written consent of the Licensor.

10.1.2. If the Licensee wishes to permit a third party to use the Vehicle, the Licensee must provide written notice to the Licensor no later than thirty days prior to the proposed use by the third party, and such notice must include:

10.1.2.1. the name and contact details of the proposed third party user;

10.1.2.2. the purpose for which the Vehicle will be used;

10.1.2.3. the date, time and duration of the proposed use;

10.1.2.4. evidence that the proposed third party user will enter into a licence agreement with the Licensee on the same terms as this Agreement for the duration of its proposed use of the Vehicle; and

10.1.2.5. any other information reasonably requested by the Licensor.

10.1.3. The Licensor may grant or refuse consent to the proposed use by the third party in its absolute discretion.

10.1.4. Any consent granted by the Licensor will be subject to the conditions that:

10.1.4.1. the third party user enters into a licence agreement with the Licensee on the same terms and conditions as this Agreement for the duration of its use of the Vehicle; and

10.1.4.2. the Licensee remains liable for any breach of this Agreement by the third party user.

10.1.5. The Licensee must not permit any third party to use the Vehicle unless and until the Licensor has confirmed its consent in writing or by email.

10.2. Licensor's Use Rights

10.2.1. The Licensor reserves the right to use the Vehicle for its own purposes for up to ten occasions per calendar year during the Licence Period ("**Licensor's Use Rights**").

10.2.2. The Licensor will provide the Licensee with no less than fourteen (14) days' notice of the Licensor's intention to exercise the Licensor's Use Rights under this clause, provided that in cases of emergency or unforeseen circumstances the Licensor may provide shorter notice as is reasonably practicable in the circumstances.

10.2.3. The parties will cooperate in good faith to agree mutually convenient dates and times for the Licensor's use of the Vehicle.

10.2.4. Upon the Licensor providing the Licensee with notice under clause 10.2.2:

10.2.4.1. the Licensee must make the Vehicle available to the Licensor at the time and place specified by the Licensor;

10.2.4.2. the Vehicle must be clean, fully fuelled and in good working order;

10.2.4.3. the Licensee's right to use the Vehicle is suspended; and

10.2.4.4. the Licensor will be responsible for fuel costs and any damage to the Vehicle occurring during its use of the Vehicle.

10.2.5. The Licensor's exercise of its rights under this clause does not entitle the Licensee to any abatement or refund of the Hire Fee.

11. Damage and Notification

11.1. Immediate Notification

11.1.1. The Licensee must immediately notify the Licensor by telephone and in writing by email (as specified in Schedule 4) if:

11.1.1.1. the Vehicle is involved in any accident, collision or incident;

11.1.1.2. the Vehicle sustains any mechanical breakdown or failure;

11.1.1.3. the Vehicle sustains any damage howsoever caused;

11.1.1.4. the Vehicle is stolen, vandalised or subjected to any attempted theft or vandalism;

11.1.1.5. any warning light, alarm or other indicator of malfunction is activated on the Vehicle;

11.1.1.6. the Vehicle becomes unsafe or unroadworthy for any reason;

11.1.1.7. any Driver or passenger is injured while using the Vehicle; or

11.1.1.8. any property damage or personal injury is caused by or involves the Vehicle.

11.2. Information to be Provided

11.2.1. When notifying the Licensor under clause 11.1, the Licensee must provide:

11.2.1.1. full details of the circumstances giving rise to the notification;

11.2.1.2. the date, time and location of any accident, incident or breakdown;

11.2.1.3. the names and contact details of all persons involved;

11.2.1.4. the names and contact details of any witnesses;

11.2.1.5. details of any injuries sustained or property damage caused;

11.2.1.6. details of any police attendance or reports;

11.2.1.7. photographs of any damage to the Vehicle or other property;

11.2.1.8. a description of the current location and condition of the Vehicle; and

11.2.1.9. any other information reasonably requested by the Licensor.

11.3. Cooperation

11.3.1. The Licensee must:

11.3.1.1. cooperate fully with the Licensor and any insurer in investigating any accident, incident, damage or loss involving the Vehicle;

11.3.1.2. provide any information, documents or evidence reasonably requested;

11.3.1.3. not make any admission of liability or settle any claim without the prior written consent of the Licensor; and

11.3.1.4. not dispose of the Vehicle or authorise any repairs to be carried out without the prior written consent of the Licensor, except where emergency repairs are necessary to make the Vehicle safe or to prevent further damage.

12. Insurance and Liability

12.1. Licensee's Insurance Obligations

12.1.1. The Licensee must maintain in force throughout the Licence Period a policy of Public Liability Insurance as required by clause 3.2.

12.1.2. The Licensee is responsible for arranging any additional insurance coverage that the Licensee considers appropriate or necessary.

12.2. Liability

12.2.1. The Licensee is liable for and agrees to indemnify the Licensor against:

12.2.1.1. any loss of or damage to the Vehicle howsoever caused during the Licence Period, including but not limited to damage caused by accident, collision, vandalism, theft, fire, storm or flood;

12.2.1.2. any loss of use of the Vehicle suffered by the Licensor during or after the Licence Period as a result of any accident, damage, breakdown or misuse of the Vehicle during the Licence Period;

12.2.1.3. any claims, actions, proceedings, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) arising out of or in connection with the Licensee's use or possession of the Vehicle;

12.2.1.4. any claims by third parties for property damage or personal injury arising out of or in connection with the use of the Vehicle by the Licensee or any Driver; and

12.2.1.5. any fines, penalties or infringement notices issued in respect of the Vehicle during the Licence Period.

12.2.2. The indemnities in clause 12.2.1 apply regardless of whether the loss, damage or liability arises as a result of:

12.2.2.1. any negligent or wrongful act or omission of the Licensee or any Driver;

12.2.2.2. any breach of this Agreement by the Licensee;

12.2.2.3. any defect in or failure of the Vehicle; or

12.2.2.4. any other cause whatsoever,

but do not apply in respect of Licensor's use of the Vehicle pursuant to clause 10.2.

12.2.3. The Licensee's liability under this clause is not limited by any insurance maintained by the Licensee or the Licensor.

12.3. Exclusion of Licensor's Liability

12.3.1. To the fullest extent permitted by law, the Licensor excludes all liability for:

12.3.1.1. any loss of or damage to property of the Licensee or any third party howsoever caused;

12.3.1.2. any personal injury to or death of the Licensee, any Driver, any passenger or any third party howsoever caused;

12.3.1.3. any consequential, indirect or economic loss suffered by the Licensee or any third party howsoever caused;

12.3.1.4. any defect in or failure of the Vehicle or any component, fitting, equipment or accessory;

12.3.1.5. any delay in or failure to perform any obligation under this Agreement; and

12.3.1.6. any loss or damage arising from any act or omission of the Licensee or any Driver.

12.3.2. Where legislation implies into this Agreement any condition or warranty which cannot be excluded, restricted or modified, the Licensor's liability for breach of such condition or warranty is limited, at the Licensor's option, to:

12.3.2.1. in the case of goods, the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and

12.3.2.2. in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

12.3.3. Nothing in this clause limits the Licensee's obligations or liability under this Agreement.

13. Default and Termination

13.1. Events of Default

13.1.1. Each of the following constitutes an event of default under this Agreement:

13.1.1.1. the Licensee fails to pay the Hire Fee or any other amount due under this Agreement within the time specified;

13.1.1.2. the Licensee breaches any term or condition of this Agreement and fails to remedy such breach within fourteen (14) days after receiving written notice from the Licensor requiring such breach to be remedied;

13.1.1.3. any warranty given by the Licensee under this Agreement proves to have been incorrect or misleading when given;

13.1.1.4. the Licensee's registration as a charity with the ACNC is cancelled, suspended or lapses;

13.1.1.5. the Licensee's Public Liability Insurance is cancelled, lapses or is varied in any material respect without the prior written consent of the Licensor;

13.1.1.6. the Vehicle registration or any policy of comprehensive insurance in respect of the Vehicle is cancelled or unable to be renewed for any reason;

13.1.1.7. any Security Interest is created over the assets of the Licensee without the prior written consent of the Licensor;

13.1.1.8. the Licensee becomes insolvent, enters into voluntary administration, has a receiver or receiver and manager appointed over any of its assets, goes into liquidation, makes an assignment for the benefit of creditors, or has an application made for its winding up;

13.1.1.9. the Licensee ceases or threatens to cease to carry on business;

13.1.1.10. the Licensee purports to assign, transfer, sublet or otherwise deal with its rights under this Agreement without the prior written consent of the Licensor;

13.1.1.11. the Vehicle is used in breach of this Agreement;

13.1.1.12. the Vehicle is seized, impounded or detained by any government authority or third party; or

13.1.1.13. any event occurs which in the reasonable opinion of the Licensor materially and adversely affects the Licensee's ability to perform its obligations under this Agreement.

13.2. Licensor's Rights on Default

13.2.1. If an event of default occurs, the Licensor may, without prejudice to any other right or remedy available to it:

13.2.1.1. terminate this Agreement immediately by giving written notice to the Licensee;

13.2.1.2. require immediate return of the Vehicle to the Licensor's premises or to such other location as the Licensor may specify;

13.2.1.3. enter any premises where the Vehicle is located and retake possession of the Vehicle without notice to the Licensee;

13.2.1.4. demand immediate payment of all Hire Fees and other amounts due under this Agreement;

13.2.1.5. recover from the Licensee all costs and expenses (including legal costs on a solicitor and client basis) incurred by the Licensor in enforcing its rights under this Agreement or in retaking possession of the Vehicle; and

13.2.1.6. pursue any other legal remedy available to the Licensor.

13.3. Licensee’s Obligations on Termination

13.3.1. Upon termination of this Agreement for any reason, the Licensee must immediately:

13.3.1.1. comply with its obligations listed in clause 9;

13.3.1.2. pay to the Licensor all Hire Fees and other amounts due and owing under this Agreement; and

13.3.1.3. pay to the Licensor the reasonable cost of repairing any damage to the Vehicle beyond fair wear and tear.

13.4. Survival

13.4.1. The following clauses survive termination of this Agreement: clauses 4.2, 8.2.5, 9, 11, 12, 13.3, 16, 17 and 18.

14. General Provisions

14.1. Entire Agreement

14.1.1. This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings, representations and warranties relating to that subject matter.

14.2. Time is of the essence

14.2.1. Time is of the essence in respect of the Licensee’s obligations under the clauses 3.2, 4.1.1, 4.2.1, 4.3.2, 4.3.3, 4.4.1, 4.4.3, 5.4.4, 9.1, 11.1 and 13.3.1.2 of this Agreement.

14.3. Variation

14.3.1. No variation of this Agreement is effective unless it is in writing and signed by both parties.

14.4. Waiver

14.4.1. No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting the waiver.

14.4.2. A failure or delay in exercise, or partial exercise, of a right or remedy under this Agreement does not operate as a waiver or prevent further exercise of that or any other right or remedy.

14.4.3. A waiver of one breach of this Agreement does not operate as a waiver of another breach of the same or any other provision of this Agreement.

14.5. Severability

14.5.1. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision is to be severed from this Agreement and the remaining provisions continue in full force and effect.

14.6. Assignment

14.6.1. The Licensee must not assign, transfer or otherwise deal with its rights or obligations under this Agreement without the prior written consent of the Licensor, which the Licensor may withhold in its absolute discretion.

14.6.2. The Licensor may assign, transfer or otherwise deal with its rights or obligations under this Agreement without the consent of the Licensee.

14.7. Notices

14.7.1. Any notice or other communication required or permitted to be given under this Agreement must be in writing and may be:

14.7.1.1. delivered personally;

14.7.1.2. sent by prepaid post to the party's address specified in this Agreement or as notified from time to time; or

14.7.1.3. sent by email to the party's email address specified in this Agreement or as notified from time to time.

14.7.2. A notice is deemed to be received:

14.7.2.1. if delivered personally, on the date of delivery;

14.7.2.2. if sent by post, three business days after the date of posting; or

14.7.2.3. if sent by email, on the date of transmission unless the sender receives a delivery failure notification.

14.7.3. The parties' addresses and email addresses for the purposes of this clause are:

Licensor:

Address: PO Box 112 Henley Beach SA 5022

Email: neil.merkel@internode.on.net

Attention: Secretary

Licensee:

Address: [insert address]

Email: [insert email address]

Attention: [insert contact name, eg Chief Executive Officer or Director]

14.8. Governing Law and Jurisdiction

14.8.1. This agreement is governed by the laws of South Australia.

14.8.2. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of South Australia and the courts of appeal from them for determining any dispute concerning this Agreement.

14.9. Costs

14.9.1. Each party must bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement, except as otherwise expressly provided in this Agreement.

14.10. Further Assurances

14.10.1. Each party must do all things and execute all documents necessary to give full effect to this Agreement.

14.11. Counterparts

14.11.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original and all of which together constitute one and the same agreement.

14.12. Goods and Services Tax

14.12.1. The parties agree that the supply made under this Agreement is not a taxable supply for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). No GST is payable in respect of any amount under this Agreement unless and until the supply becomes a taxable supply under that Act.

15. Dispute Resolution

15.1. Negotiation

15.1.1. If a dispute arises between the parties in connection with this Agreement, either party may give written notice to the other party specifying the dispute and requiring that the dispute be referred to senior representatives of each party for resolution by negotiation.

15.2. Mediation

15.2.1. If the dispute is not resolved within fourteen (14) days after the notice referred to in clause 15.1 is given, either party may refer the dispute to mediation by giving written notice to the other party.

15.3. Conduct of Mediation

15.3.1. If a dispute is referred to mediation under clause 15.2:

15.3.1.1. the mediation is to be conducted in Adelaide, South Australia;

15.3.1.2. the mediator is to be agreed between the parties or, failing agreement within seven days, appointed by the President of the Law Society of South Australia;

15.3.1.3. the mediation is to be conducted in accordance with the rules of mediation of the Law Society of South Australia or such other rules as the parties agree;

15.3.1.4. each party must participate in the mediation in good faith; and

15.3.1.5. the costs of the mediation are to be borne equally by the parties.

15.3.2. Nothing in this clause prevents a party from seeking urgent interlocutory relief from a court of competent jurisdiction.

15.4. Continuation of Obligations

15.4.1. Despite the existence of a dispute, each party must continue to perform its obligations under this Agreement.

16. Acknowledgements

16.1. The Licensee acknowledges and agrees that:

16.1.1. it has read and understood all the terms and conditions of this Agreement;

16.1.2. it has had the opportunity to obtain independent legal advice in relation to this Agreement;

16.1.3. it enters into this Agreement voluntarily and without duress;

16.1.4. all information provided by the Licensee to the Licensor is true, accurate and complete;

16.1.5. the Vehicle is made available on an "as is" basis and the Licensor makes no representation or warranty as to the condition, quality, fitness for purpose or suitability of the Vehicle except as expressly provided in this Agreement or as required by law;

16.1.6. the Licensee is responsible for satisfying itself as to the condition and suitability of the Vehicle for the Licensee's intended purposes;

16.1.7. the Licensee has the financial capacity to meet all obligations under this Agreement;

16.1.8. the execution and performance of this Agreement does not breach any other agreement, obligation or duty to which the Licensee is subject; and

16.1.9. all persons who will drive the Vehicle satisfy the requirements of clause 3.3 and the Licensee has verified the qualifications, licences and clearances of all such persons.

17. Special Conditions

17.1. [Insert any special conditions agreed between the parties, if applicable]

18. Schedules

18.1. The schedules form part of this Agreement and have the same force and effect as if set out in the body of this Agreement.

Execution

Executed as an agreement

Signed for and on behalf of the **Rotary Club of Henley Beach Incorporated** by a duly authorised officer in the presence of:

Comment [AS1]: Check Rotary club constitution and amend execution clause accordingly

.....	.....
Authorised Officer Signature	Authorised Officer Signature
.....	.....
Authorised officer name	Authorised officer name

Signed for and on behalf of the **[Licensee]** by a duly authorised officer in the presence of:

Comment [AS2]: Check charity constitution and amend execution clause accordingly

.....	.....
Authorised Officer Signature	Authorised Officer Signature
.....	.....
Authorised officer name	Authorised officer name

Schedule 1 – Description of Vehicle

Make: Toyota

Model: Hiace Bus SLWB 2.8L Diesel Automatic

Year: 2025

Registration Number: S587 DKH

Vehicle Identification Number (VIN): JTFHBU8CP606066755

Engine Number: 1GD9517668

Colour: Vanilla

Odometer Reading at Commencement: *300 kilometres*

Seating Capacity: 12 persons, or 6 persons and one wheelchair, or 3 persons and 2 wheelchairs

Wheelchair Capacity: 2 wheelchair positions

Special Features: Electric wheelchair lifter and wheelchair restrains for two wheelchairs

Accessories and Equipment: Spare tyre, jack, basic tools and fire extinguisher

Schedule 2 – Licence Agreement Details

Item 1 *Commencement Date*	[insert date]
Item 2 *Expiry Date*	[insert date]
Item 3 *Hire Fee*	$X per annum, due on the Commencement date and thereafter on each anniversary of the Commencement Date
Item 4 *Payment Method*	Electronic funds transfer to: Account Name*: Rotary Club of Henley Beach Inc* *BSB: 633 000* *Account Number: 12098961* *Reference: Vehicle Hire – Hiace Bus*
Item 5 *Permitted Use*	[insert] or such other use(s) agreed in writing between the Licensor and Licensee from time to time.
Item 6 *Public Liability Insurance Amount*	$30,000,000
Item 7 *Licensor's Premises*	[insert address]
Item 8 *Security Deposit*	N/A

Schedule 3 – Maintenance Schedule

Scheduled Services

In accordance with the Warranty and Service booklet supplied with the Vehicle.

Manufacturer's Warranty

In accordance with the Warranty and Service booklet supplied with the Vehicle.

Specific Maintenance Requirements

Wheelchair equipment inspections and servicing: Annual servicing of electro/hydraulic lifter for inspection and hydraulic fluid replacement by *Brazier Mobility*:

Telephone: 1800 272 943
Email: enquiries@braziermobility.com.au

Address
8 Barfield Crescent,
Edinburgh North
South Australia 5113

Postal Address
PO Box 14 MDC
Edinburgh North
South Australia 5113

Fire extinguisher inspections: Fire extinguisher to be inspected and serviced in accordance with Australian Standard 1851-2012

Schedule 4 – Contact Details for Notifications

Licensor's Emergency Contact

All notifications under clause 11 and any other emergency notifications must be made to:

Name: Neil Merkel

Position: Secretary

Mobile: 0403 125 146

Email: neil.merkel@internode.on.net

Service Provider Contacts

In accordance with the Warranty and Service booklet supplied with the Vehicle.