

NOVATED LEASE
TERMS & CONDITIONS
OF LEASE MANAGEMENT

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REFERENCE SCHEDULE

1. EASIFLEET

Name Mountsville Pty Ltd ACN 071 816 263 trading as *Easifleet Management*
Address Level 1, 484 Albany Highway, Victoria Park, Western Australia
Contact Novated Relationships Administrator
Fax 08 9472 3216
Email nrt@easifleet.com.au

2. NOVATED LEASE MANAGEMENT FEES (EXCLUDES FINANCE CONTRACT)

Type	Amount (including GST)
Early Termination Fee	\$ 495.00
Management Fee	\$33.00
Reimbursement Claim Fee	\$ 11.00
Change of Employer Fee	\$110.00

3. QUOTATION

In signing the Novated Lease Quotation, you declare that you have read, understood and agreed to the following statements and the terms & conditions herein

We, the Employee and Employer named on the quotation, acknowledge and accept by signing the Quotation:

- (a) the attached or otherwise previously provided Terms and Conditions of the Management Agreement,
- (b) we have entered into a legally binding contract for the provision of the vehicle identified on the quotation. And where applicable, the provision of management services for the term shown at (1) and for the client monthly sum at (2) for the number of instalments shown at (3); and where (4) is shown "At Cost", then the actual fuel cost will be charged in place of the budget amount shown; and that Fuel (4) remains a cost item subject to a Balancing charge or credit (reconciliation) at lease expiry or termination irrespective of the Product Package Type selected,
- (c) the vehicle quoted will be ordered and the Employee is responsible for the payment of the ordered vehicle until the Deed of Novation is signed and the finance is approved and settled,
- (d) the Quotation is subject to change, error or omission and Easifleet may amend and advise of any changed values; and
- (e) Easifleet is not liable for any loss arising from any error, misstatement, inaccuracy or omission contained in this Quotation.

EASIFLEET MANAGEMENT

STANDARD TERMS AND CONDITIONS - MANAGEMENT CONTRACT

These are the terms and conditions referred to in and which form part of the Quotation.

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

Allowance means the amount Easifleet allows the Client to incur in respect of Fleet Costs during the Term, as specified in the Quotation under the heading Allowances.

Assignment means an assignment of the Management Contract to another client, approved by Easifleet.

Assignment Form means the *Assignment of Management Contract* attached to this document as Annexure A.

Authority means an authority:

- (a) issued by Easifleet to a person who is to provide services to the Client in relation to the Vehicle;
- (b) which must be issued before that person starts to provide the relevant service; and
- (c) which is identified by a unique number issued by Easifleet.

Balancing Amount means the amount the Client must pay Easifleet (or vice versa) on, or as soon as practicable after, the Termination Date which is calculated using this formula:

$$B = AP - A$$

where:

B = the Balancing Amount;

AP = the total amount paid by the Client during the Term for budgeted Fleet Costs, as specified in the Quotation or Client Invoices; and

A = the actual amount of Fleet Costs for the Term, as determined by Easifleet.

Balancing Package means the management package selected by the Client, the terms and conditions of which are contained in this document and which include the Allowances specified in the Quotation.

Balancing Package Management Fee means the fee specified in the Quotation.

Budgeted Kilometres means the number of kilometres specified in the Quotation.

Business Day means a day that is not a Saturday, Sunday or public holiday in Perth.

Change of Employer Fee means the fee specified in item 2 of the Reference Schedule.

Claim means a claim, demand, action, proceeding or judgement, however it arises.

Client means, together and each of them separately, the Employer and the Employee.

Client Invoice means the tax invoice Easifleet issues to the Client each month during the Term for the Management Services.

Controller means, in relation to a person's property:

- (a) a receiver or receiver and manager of that property; or
- (b) anyone else who (whether or not as agent for the person) is in possession, or has control, of that property to enforce an Encumbrance.

Early Termination Fee means the fee specified in item 2 of the Reference Schedule.

Easifleet means Mountsville Pty Ltd ACN 071 816 263, trading as Easifleet Management whose details are specified in item 1 of the Reference Schedule.

Easifleet's Website means www.easifleet.com.au.

EFT means electronic funds transfer.

Employee means the employee whose details are specified in the Quotation.

Employer means the employer whose details are specified in the Quotation.

Employment Contract means the contract of employment between the Employer and the Employee.

Encumbrance means a mortgage, charge, pledge, lien, hypothecation or title retention arrangement, a right of set-off or right to withhold payment of a deposit or other money, a notice under section 218 or 255 of the *Income Tax Assessment Act 1936*, section 260-5 in the reference schedule to the *Taxation Administration Act 1953* (Cth) or any similar legislation, or an easement, restrictive covenant, caveat, memorial or similar restriction over property, or an agreement to create any of them or to allow any of them to exist.

Extraordinary Event means any event which is beyond the reasonable control of the parties and includes:

- (a) an act of God;
- (b) forces of nature;
- (c) an emergency; or
- (d) any other event that may result in Easifleet suffering or incurring a Loss.

Finance Lease means the finance lease between the Financier and the Client, under which the Financier agrees to make available to the Client a lease finance facility in relation to the Vehicle.

Financier means the financier specified in the Finance Lease.

Fixed Package means the management package selected by the Client, the terms and conditions of which are contained in this document and which include the Allowances specified in the Quotation.

Fixed Package Management Fee means the fee specified in the Quotation.

Fleet Costs means the vehicle operating costs as charged by Easifleet specified in the Quotation, which may include:

- (a) Maintenance Costs;
- (b) Service Costs;
- (c) Registration Costs;
- (d) Fuel Costs;
- (e) Tyre Costs; and
- (f) Insurance Costs.

In many cases Easifleet enjoys access to volume discount rates from service providers. In a generalised costing model, Easifleet share fleet discounts to the extent that an amount of only 10% to a maximum of \$50 is added to the providers originating cost to arrive at operating costs, charged to the Employee. GST is not charged to the Employee.

Fuel Allowance means the amount for Fuel Costs specified in the Quotation.

Fuel Card means the fuel card supplied by the Fuel Provider for the Fuel Costs and which will:

- (a) be delivered to the Client within 2 weeks after the Start Date; and
- (b) expire on the Termination Date.

Fuel Costs means fuel and other costs which may be charged to the Fuel Card and includes:

- (a) fuel;
- (b) engine lubricant;
- (c) car wash services; and
- (d) fuel card or transaction charges imposed by the Fuel Provider.

Fuel Provider means the Easifleet approved fuel provider specified in the Quotation.

Infringement means any fine, penalty or other impost Easifleet or the Client suffers or incurs in relation to the Vehicle during the Term.

Insolvency Event means, in respect of a person:

- (a) an order being made, or the person passing a resolution, for its winding up;
- (b) an application being made to a court for an order for its winding up, unless the application is withdrawn or dismissed within 10 Business Days;
- (c) an administrator being appointed to the person;
- (d) the person resolving to appoint a Controller or analogous person to the person or any of the person's property:
 - (i) an application being made to a court for an order to appoint a Controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property unless the application is withdrawn or dismissed within 10 Business Days; or
 - (ii) an appointment of the kind referred to in subparagraph (d)(i) being made (whether or not following a resolution or application);
- (e) the holder of a Security Interest taking possession of any of the person's property;
- (f) the person being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand;
- (g) the person:
 - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (ii) being taken by applicable law to be (or if a court would be entitled or required to presume that the person is) unable to pay its debts or otherwise insolvent;
- (h) the process of any court or authority being invoked against the person or any of its property to enforce any judgment or order for the payment of money for an amount of \$100,000 or more or the recovery of any property unless the person is able, within 10 Business Days, to satisfy the other parties that there is no substantial basis for the judgment or order in respect of which the process was invoked;
- (i) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or
- (j) any analogous event.

Insurance Costs means any insurance costs charged by a Preferred Insurer or another insurer, approved by Easifleet in writing, in connection with the Vehicle (including insurance premiums, but excluding any deductible or excess amount which is or becomes payable pursuant to a Claim made under an insurance policy) as specified in the Quotation.

Late Payment Fee means the fee the Client must pay Easifleet for late payment of a Client Invoice, which is calculated using this formula:

$$L = B \times 1\%$$

where:

L = the Late Payment Fee; and

B = the outstanding balance of the Client Invoice.

Loss means a loss, liability, damage, cost (including legal costs on a full indemnity basis) or expense, however it arises.

Maintenance Costs means the maintenance costs, charged by Easifleet (which Easifleet has authorised in writing) of the Vehicle during the Term, including costs incurred through fair wear and tear, but which may exclude:

- (a) Part Costs;
- (b) costs arising from damage:
 - (i) resulting from fitting parts, accessories or tyres which do not comply with the Vehicle manufacturer's standard;
 - (ii) resulting from the Vehicle not being driven in accordance with the Vehicle manufacturer's specifications;
 - (iii) to the external panels or the interior, other than damage caused by fair wear and tear;
- (c) costs otherwise recoverable under an insurance policy issued by a Preferred Insurer or another insurer, approved by Easifleet in writing.

Management Contract means together:

- (a) this document; and
- (b) the Quotation.

Management Services means the management services to be provided by Easifleet to the Client under the Management Contract, which may include:

- (a) paying:
 - (i) the Allowance;
 - (ii) Reimbursement Claims; and
 - (iii) the monthly payments the Client must pay the Financier under the Finance Lease;
- (b) giving the Client access to Easifleet's Website; and
- (c) other administrative services Easifleet agrees to provide to the Client.

A = the Package Transfer Fee;

$$A = (B - F) \times T$$

Package Transfer Fee means an amount which is calculated using this formula:

- B** = the Balancing Package Management Fee;
- F** = the Fixed Package Management Fee; and
- T** = the number of months of the Term that have expired from the Start Date to the end of the month prior to the package conversion under clause 9.

where:

Part Costs means the cost of a vehicle part or accessory which Easifleet classifies as being of a capital nature and which may include parts or accessories that:

- (a) exceed the quality and price of the original part or accessory;
- (b) were not included as a factory standard on the Start Date; or
- (c) were not specified, in the Finance Lease, as having been fitted to the Vehicle on the Start Date.

PDS means the product disclosure statement for an insurance policy.

Preferred Insurer means the Easifleet preferred insurer (if any) specified in the Quotation.

Quotation means the Novated Lease quotation to which this document is referred.

Reference Schedule means the reference schedule at the front of this document.

Registration Costs means all licensing and registration costs (including third party insurance) in connection with the Vehicle during the Term.

Reimbursement Claim means a claim made by the Client for the payment or reimbursement of Fleet Costs covered by the Allowance.

Reimbursement Claim Fee means the fee specified in item 2 of the Reference Schedule.

Reimbursement Claim Form means an Expense Reimbursement Claim Form, which the Client must download from Easifleet's Website.

Roadside Assistance Fee means the Roadside Assistance Provider's fee for providing Roadside Assistance Services, as specified in the Quotation.

Roadside Assistance Provider means the provider specified in the Quotation.

Roadside Assistance Services means any services the Roadside Assistance Provider provides to the Client in connection with the Vehicle.

Scheduled Service means a scheduled service of the Vehicle by a Service Provider (to whom Easifleet has given an Authority) and includes:

- (a) a scheduled manufacturer service; and or
- (b) an additional or interim service specified in the Quotation.

Scheduled Termination Date means the termination date of the Management Contract specified in the Quotation.

Security Interest means an Encumbrance that secures the payment of money or the performance of an obligation, or any other interest or arrangement of any kind that gives a creditor priority over other creditors in relation to any property.

Service Costs means the cost charged by Easifleet for all costs of supplying the Scheduled Services.

Service Provider means a service provider, approved by Easifleet, who the Client requires to provide a service in relation to the Vehicle.

Start Date means the date the Vehicle is delivered to the Client.

Term means the period between the Start Date and the Termination Date.

Termination Date means the first to occur of the:

- (a) Scheduled Termination Date; or
- (b) date this document is terminated under clause 8.

Third Party Fees means any fees (including debt collection fees), costs, charges or levies Easifleet pays (or becomes liable to pay) to a third party in relation to the Vehicle.

Tyre Costs means the cost charged by Easifleet, of:

- (a) replacing the number of tyres specified in the Quotation; and
- (b) one wheel alignment each year.

Variation Fee means the fee specified in item 2 of the Reference Schedule.

Vehicle means the vehicle specified in the Quotation.

1.2 Rules for Interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, trustee or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) No rule of interpretation applies to the disadvantage of a Party because that Party was responsible for the preparation of, or seeks to rely on, this document or any part of it.

1.3 Business Days

If the day on or by which a person must do something under this document is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

1.4 Multiple Parties

If a Party to this document is made up of more than one person, or a term is used in this document to refer to more than one Party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that Party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

2. CONDITIONS PRECEDENT

- (a) The Management Contract is conditional on the:
 - (i) Client signing and delivering to Easifleet the Quotation; and
 - (ii) Employee signing and delivering to Easifleet a completed payroll authority form,

in each case, in form and substance satisfactory to Easifleet and on or before the Start Date.
- (b) If the conditions specified in clause 2(a) are not satisfied on or before the Start Date, the Client will not have any Claim against Easifleet arising from the termination.

3. MANAGEMENT SERVICES AND MANAGEMENT FEE

3.1 Management Services

In consideration for the Client paying Easifleet the Fixed Package Management Fee or the Balancing Package Management Fee (as the case may be), Easifleet will provide to the Client, during the Term, the Management Services applicable to the Fixed Package or the Balancing Package (as the case may be) on the terms and conditions set out in this document.

3.2 Management Fee

The Client must pay the Fixed Package Management Fee or the Balancing Package Management Fee (as the case may be) monthly in arrears. The amount payable by the Client will be included in the Client Invoice. The fee will be \$33.00 per month excluding GST unless otherwise negotiated with your employer.

3.3 Fleet Costs

The Client is responsible for and must always pay, on time, all Fleet Costs specified in the Client Invoice.

3.4 Client Invoice

- (a) Easifleet will send the Client a Client Invoice as soon as practicable after the beginning of each calendar month during the Term.
- (b) If the Employer is party to:
 - (i) 30 management contracts or less with Easifleet, the Client must pay the Client Invoice, by direct debit from the bank account, nominated by the Client, by not later than the 24th of each month; or
 - (ii) more than 30 management contracts with Easifleet, the Client must pay the Client Invoice by not later than the second last Business Day of each month during the Term by cheque or EFT, at the Employer's discretion.
- (c) If the Client Invoice is not paid in full on or before the due date for payment of that Client Invoice, Easifleet may charge a Late Payment Fee.

3.5 Suspension

- (a) If a Client Invoice remains outstanding for 30 days or more after the due date for payment of that Client Invoice, Easifleet will suspend provision of the Management Services.
- (b) Easifleet will resume provision of the Management Services as soon as reasonably practicable after the Client pays the outstanding Client Invoice and or account balance, in full.

4. INSURANCE

- (a) The Client must insure, or must ensure that Easifleet insures, the Vehicle with:
 - (i) the Preferred Insurer; or
 - (ii) another insurer, approved by Easifleet in writing.
- (b) The Client should consider the PDS before accepting or arranging any insurance cover.

5. REGISTRATION

The Client must always:

- (a) keep the Vehicle registered;
- (b) display a current registration label on the Vehicle; and
- (c) give Easifleet evidence of that registration (in form and substance satisfactory to Easifleet) within 14 days after the Client pays the relevant registration fees and charges.

6. ROADSIDE ASSISTANCE SERVICES

- (a) If specified in the Quotation, Easifleet will provide or cause the Roadside Assistance Provider to provide to the Client the Roadside Assistance Services, for the Roadside Assistance Fee.
- (b) The Roadside Assistance Services are specified in the product brochure issued by the Roadside Assistance Provider and which Easifleet will give to the Client on the Start Date. The Roadside Assistance Services may include:
 - (i) unlocking doors;
 - (ii) changing flat tyres;
 - (iii) jumpstarting flat batteries;
 - (iv) replacing flat batteries;
 - (v) supplying fuel (but the Client must pay the Roadside Assistance Provider for that fuel); and
 - (vi) minor mechanical assistance.
- (c) Roadside Assistance Services are:
 - (i) subject to change without notice; and
 - (ii) not available where the service is otherwise covered by the Vehicle manufacturer's warranty.

7. ALLOWANCE

7.1 Variation to Allowance

- (a) The Allowance may be varied at any time during the Term, in the absolute discretion of Easifleet:
 - (i) by Easifleet; or
 - (ii) at the Client's request.

- (b) If the Allowances are varied pursuant to clause 7.1(a), the Client must pay Easifleet the Variation Fee on demand and, in any event, within 10 Business Days after Easifleet tells the Client by notice, in writing, that the variation has been made.

7.2 Extraordinary Event

Easifleet may, at any time during the Term, vary the Allowance to include any Loss Easifleet or the Client suffer or incur as a result of the occurrence of an Extraordinary Event.

8. TERMINATION

8.1 Termination by the Client

- (a) The Client may terminate this document at any time before the Scheduled Termination Date, if the Client:
 - (i) gives Easifleet at least 30 days notice, in writing its intention to do so on and from the date specified in the notice; and
 - (ii) subject to clause 8.1(b) pays to Easifleet (in cleared funds) all amounts then due and owing to Easifleet under the Management Contract, including the Early Termination Fee.
- (b) The Client does not have to pay an Early Termination Fee if the Management Contract is assigned in accordance with clause 10.

8.2 Termination by Easifleet

Easifleet may terminate this document at any time before the Scheduled Termination Date, by giving the Client at least 30 days notice of its intention to do so on the date specified in the notice.

8.3 Accrued obligations not affected

Termination of this document does not affect any of the rights or obligations of a party that have accrued before the date of termination.

9. PACKAGE CONVERSION

If the Client exceeds the Budgeted Kilometres under the Fixed Package:

- (a) Easifleet, may, by notice to the Client, but without its prior consent, convert the Fixed Package to a Balancing Package;
- (b) the terms and conditions of the Balancing Package will apply for the unexpired balance of the Term; and
- (c) the Client must, within 10 Business Days after Easifleet gives it the notice specified in clause 9(a), pay Easifleet a Variation Fee and a Package Transfer Fee.

10. ASSIGNMENT

- (a) If the Employment Contract is terminated the Client may ask Easifleet to agree to an Assignment.
- (b) If Easifleet agrees to the Assignment, the Employer:
 - (i) must, within 5 Business Days after the termination of the Employment Contract, deliver to Easifleet a duly completed and signed Assignment Form;
 - (ii) agrees that it will remain liable for (and indemnifies Easifleet against) all Fleet Costs that are payable under the Management Contract until Easifleet formally accepts the Assignment; and
 - (iii) must pay the Change of Employer Fee.

11. REIMBURSEMENT

11.1 Agreed reimbursements

Easifleet may, at the Client's request but, in Easifleet's absolute discretion, agree to reimburse the Client for:

- (a) Insurance Costs charged by an insurer other than a Preferred Insurer;
- (b) Service Costs charged by a service provider other than a Service Provider;
- (c) Maintenance Costs which have not been authorised by Easifleet; and
- (d) fuel other than fuel purchased on the Fuel Card.

11.2 Reimbursements not agreed

Easifleet will not reimburse the Client for any:

- (a) Infringement;
- (b) Third Party Fees; or
- (c) any other costs not covered by the Allowance.

11.3 Reimbursement procedure

- (a) The Client may make up to 3 Reimbursement Claims in each year during the Term. The Client may not make a Reimbursement Claim later than 14 days after the Termination Date and may not claim for costs incurred more than 30 days prior to the commencement of the current FBT year.
- (b) If the Client:
 - (i) wishes to make a Reimbursement Claim, it must deliver to Easifleet a duly completed Reimbursement Claim Form specifying each amount the Client wishes Easifleet to reimburse; and
 - (ii) makes more than 3 Reimbursement Claims in any year during the Term, Easifleet may require the Client to pay a Reimbursement Claim Fee in relation to each excess reimbursement.
- (c) Easifleet will pay all Approved Reimbursement Claims by EFT to the credit of the bank account the Client specifies on the Reimbursement Claim Form.
- (d) If the amount claimed by the Client is greater than Easifleet's fleet rates, Easifleet may adjust the Reimbursement Claim (up or down) to conform with Easifleet's fleet rates.

11.4 Reimbursement Claim Fee

Easifleet will not charge a Reimbursement Claim Fee if (at the sole discretion of Easifleet) the:

- (a) total amount claimed on a Reimbursement Claim Form exceeds \$250; or
- (b) amount claimed on a Reimbursement Claim Form was incurred as a result of an Extraordinary Event.

11.5 Set off

Easifleet may set off any approved Reimbursement Claim against any unpaid Client Invoice or any other amount the Client owes to Easifleet on any account.

12. BALANCING AMOUNT

Easifleet will, within 90 days after the Termination Date of a Balancing Package, charge to or credit the Client with a Balancing Amount.

13. INFRINGEMENT

The Client must:

- (a) pay any Infringement, direct to the person or authority who issued the Infringement within the time specified in the Infringement notice;
- (b) give Easifleet evidence (in form and substance satisfactory to Easifleet) that the Infringement has been paid within 14 days after the Client makes the payment; and
- (c) pay to Easifleet all Infringements or Third Party Fees Easifleet suffers or incurs as soon as practicable, and in any event within 14 days after Easifleet tells the Client, by notice in writing, about the amount payable.

14. NOTICES

14.1 How to give a notice

A notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address;
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full; or
 - (iii) sent by email to that person's email address and the computer from which it is sent produces a *read receipt* which states that the email has been read by the recipient.

14.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is delivered or sent by fax or email:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
- (b) if it is sent by mail 3 Business Days after posting.

14.3 Address for notices

A person's address, fax number and email address are those set out in item 1 of the Reference Schedule and Quotation or as the person notifies the sender.

15. WARRANTIES AND INDEMNITIES

15.1 Warranties by each party

Each party warrants to the other that:

- (a) if it is a company, it is incorporated in the place of its incorporation;
- (b) if it is an individual, it has full legal capacity and power to enter into this document;
- (c) it has obtained all necessary consents to enable it to execute this document;
- (d) by executing this document, the document will be enforceable on the party in accordance with its terms;
- (e) it has not relied on any undertaking, conduct or representation from, or on behalf of, any other party, except as set out in this document;
- (f) it is able to pay its debts as and when they fall due; and

(g) it is not affected by an Insolvency Event.

15.2 Indemnity for failure to perform

The Client indemnifies and must keep indemnified Easifleet from any Loss or Claim Easifleet suffers or incurs arising from or in connection with a breach by the Client of any of its obligations under the Management Contract.

16. AMENDMENT

The Management Contract can only be amended, supplemented, replaced or novated by another document signed by all the parties.

17. GENERAL

17.1 Governing law

The Management Contract is governed by the law in force in Western Australia.

17.2 Successors

This documents binds each of the parties and their successors in title and permitted assigns.

17.3 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

17.4 Operation of indemnities

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) A party may recover a payment under an indemnity in this document before it makes the payment.

17.5 Exclusion of contrary legislation

Any legislation that adversely affects an obligation of a party, or the exercise by a party of a right or remedy, under or relating to this document is excluded to the full extent permitted by law.

17.6 Inconsistency with other documents

If the Management Contract is inconsistent with any other document or agreement between the parties, including the Finance Lease and *Maintenance and Servicing Allowance Criteria* booklet, this document prevails to the extent of the inconsistency.

17.7 Time is of the essence

Time is of the essence of this document.

18. ATTORNEYS

Each person who executes this document on behalf of an Employee or an Employer under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

19. GST

- (a) If a party makes a supply under or in connection with this document, then in addition to paying the consideration (which is exclusive of GST), the recipient must:
 - (i) pay to the supplier an amount equal to any GST payable on that supply by the supplier, without deduction or set-off of any other amount; and
 - (ii) make that payment as and when the consideration or part of it must be paid or provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that supply.
- (b) If a payment to satisfy a claim or a right to claim under or in connection with this document (for example, for misleading or deceptive conduct or for misrepresentation or for a breach of any warranty or for indemnity or for reimbursement of any expense) gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against the amount of that GST.
- (c) If a party has a claim under or in connection with this document for a cost on which that party must pay GST, the claim is for the cost plus all GST.
- (d) If a party has a claim under or in connection with this document whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).

Annexure A

Assignment of Management Contract

Quotation Schedule