



RKT GLOBAL PTY LTD

COMMERCIAL & RETAIL VEHICLE HIRE AGREEMENT

Agreement Execution Date:/ /

1. PARTIES TO THE AGREEMENT

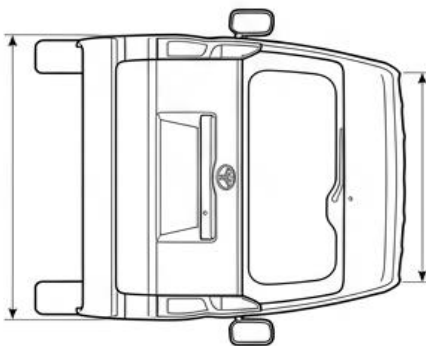
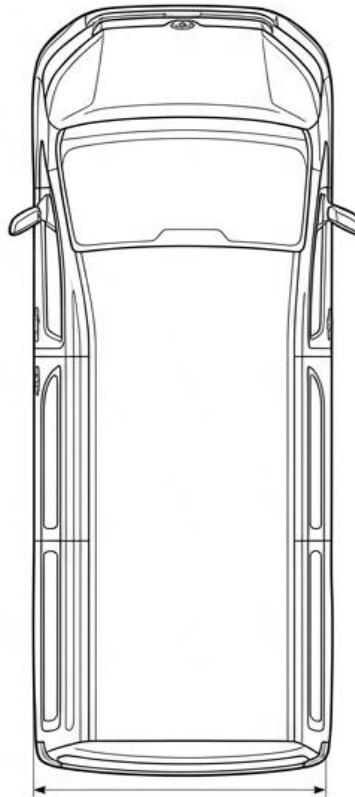
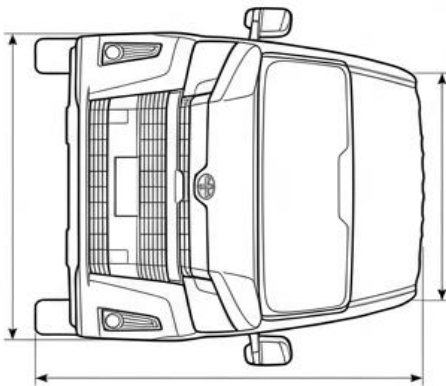
Owner / Lessor	Business Name: RKT Global Pty Ltd ABN: 83 694 646 958 Registered Address: 187 Dunmore St, Wentworthville NSW 2145 Phone: +614 3974 4978 Email: support@rkfleets.com.au
Renter / Hirer	Full Legal / Company Name: Driver's Licence No: Expiry: State/Country: Address: Phone: Email:

2. VEHICLE DETAILS & RENTAL PERIOD

Make & Model:	Toyota Hiace Commuter Bus	Commencement Date/Time:	/ / :
Year:	2025	Scheduled Return Date/Time:	/ / :
Registration No:	FPI32E	Odometer at Collection:	 km
VIN / Chassis No:		Odometer at Return:	 km

3. VEHICLE CONDITION INSPECTION REPORT (TOYOTA HIACE 2025 MAP)

*Instructions: Mark and note any pre-existing scratches, dents, chips, or tears on the vehicle layout below at collection.
Re-inspect thoroughly upon return*



Collection Notes / Pre-existing Damage:

A series of horizontal dashed lines for writing.

Return Inspection Notes / New Damage:

This image shows a single page of white paper designed for children's handwriting practice. It features ten evenly spaced, horizontal dashed lines running across the width of the page. These lines are intended to guide the placement of letters as they are written. The paper is otherwise blank, with no margins, text, or other markings.

4. RENTAL FEES, KILOMETRE LIMITS & SECURITY DEPOSIT

Rental Rate (Base):	\$ per Day	Included Kilometres:	 km/Day
Excess KM Surcharge:	\$..... per km	Refundable Security Bond:	\$

Bond and Secondary Surcharges: The refundable bond must be settled prior to vehicle collection. The Owner is authorised to draw upon this bond to satisfy insurance excesses, damage, cleanings, fuel shortfall, or toll/traffic fines. Unused balances will be refunded within **5** business days following vehicle return inspection.

5. INSURANCE, EXCESS AND REDUCTION OPTIONS

The vehicle is covered by comprehensive motor vehicle insurance. Standard Policy Excess is \$.....per claim. The Renter may purchase an optional Excess Reduction Package below:

Select	Coverage Level	Daily Cost & Excess Terms
[]	Standard Cover Option	Standard Excess of \$..... applies per incident.
[]	Option 1: Partial Excess Reduction	Excess reduced to \$..... for a fee of \$...../day.
[]	Option 2: Platinum Zero-Excess	Excess reduced to \$0 / \$..... for a fee of \$...../day.

6. RENTAL AGREEMENT

Terms and Conditions

RKT Global Pty Ltd ABN 83 694 646 958 trading as RK Fleets

The Rental Agreement ("Rental Agreement") between RKT Global Pty Ltd (trading as RK Fleets) and You is made on the date shown on the Rental Document You have signed in respect of the Vehicle ("Rental Document") and is made up of that Rental Document and these Terms and Conditions.

DEFINITIONS

In these Terms and Conditions:

- **Administrative Fee** means a fee charged by RK Fleets to cover administrative costs associated with processing traffic or parking infringements, toll notices, damage claims, or unauthorised repairs.
- **Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) as amended or replaced from time to time.
- **Authorised Driver / Joint Renter** means an additional driver who is noted on the Rental Agreement as an Authorised Driver or Joint Renter; Your spouse; or Your employer or a fellow employee, if either is engaged in activities that are incidental to Your business duties.
- **Collection Costs** means RK Fleets / RKT Global Pty Ltd reasonable costs of collecting unpaid rental charges from You (including RK Fleets / RKT Global Pty Ltd legal costs) and RKT Global Pty Ltd administration fee of \$132.00 (incl GST) and its debt collection agents fee equal to 12% of the unpaid rental charges.
- **Excess Amount** means the amount shown as Excess Amount on the Rental Agreement.
- **Excess Reduction** means the product called Excess Reduction that You may purchase before the rental commences to reduce any excess amount payable.
- **Loss Waiver** means the loss damage waiver described on the Rental Agreement as LDW which reduces Your financial responsibility for loss damage to the Vehicle to the Excess Amount.
- **Overhead Damage** means damage (excluding hail damage) to the Vehicle above the top of the door seal or the top of the front and back windscreens, or damage to third party property, caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle.
- **RK Fleets / RKT Global Pty Ltd** means RKT Global Pty Ltd ABN 83 694 646 958 trading as RK Fleets.
- **Rental Charges** means the fees, costs, amounts and charges specified on the Rental Agreement.
- **Rental Period** means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to RK Fleets / RKT Global Pty Ltd.
- **Security Bond** means the amount pre-authorised or held on Your credit/debit card at the commencement of the Rental Period as security for charges arising under this Rental Agreement.
- **Substitute Vehicle Insurance** means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while You or the Authorised Driver use the Vehicle as a substitute for the vehicle insured under that policy.
- **Telematics / GPS** means technology installed in the Vehicle that collects and transmits real-time location, speed, distance, and operational data.
- **Vehicle** means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by RK Fleets / RKT Global Pty Ltd.
- **You or Your** refers to the person(s) with whom the Rental Agreement is made.

1. DRIVER

1.1 You agree, acknowledge and warrant that:

- (a) only You or an Authorised Driver will drive the Vehicle; and
- (b) You and any Authorised Driver are currently licensed to drive the Vehicle and have been so licensed to drive for a period of 12 months or longer (excluding any time under a learner's permit or a provisional licence); and

- (c) You and the Authorised Driver are not under 25 years of age; and
- (d) You and the Authorised Driver have not had Your driver's licence cancelled, endorsed or suspended within the last three years.

2. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

2.1 You and any Authorised Driver must only use the Vehicle on a road, which is properly formed and constructed as a sealed, metalled or graded gravel road.

2.2 You and any Authorised Driver must not, unless authorised in writing by RK Fleets / RKT Global Pty Ltd, drive or take the Vehicle:

- (a) to Kangaroo Island; however, if so authorised, You and any Authorised Driver must not drive the Vehicle between dusk and dawn outside the town limits;
- (b) to Fraser Island, Bruny Island, Groote Eylandt, to Gove Peninsula, Tiwi Islands, Stradbroke Islands, Moreton Island, or any island off the coast of Australia;

3. USE OF THE VEHICLE

3.1 You and any Authorised Driver must:

- (a) not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
- (b) not allow the Vehicle to be used to tow or push anything;
- (c) not carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which it was built;
- (d) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
- (e) not allow the Vehicle to be used to carry passengers for payment or reward of any kind;
- (f) not use the Vehicle when it is damaged or unsafe;
- (g) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Vehicle manufacturer's and RK Fleets / RKT Global Pty Ltd's recommendations;
- (h) not use the Vehicle for the conveyance or towing of any load which is incorrectly loaded or secured or is more than that for which the Vehicle was constructed;
- (i) not, without RK Fleets / RKT Global Pty Ltd's prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances; and
- (j) not use the Vehicle in contravention of any law.

3.2 You must pay for any unauthorised repairs to the Vehicle and for all parking, speeding, toll, and traffic infringements in respect of the Vehicle during the Rental Period.

3.3 You and any Authorised Driver must not carry any animal or pet in the Vehicle.

3.4 You and any Authorised Driver must not drive the Vehicle if RK Fleets / RKT Global Pty Ltd has so directed You and any Authorised Driver.

3.5 You and any Authorised Driver or any passenger must not smoke or vape in the Vehicle.

4. MAINTENANCE, CONDITION REPORT, SECURITY AND SAFETY

4.1 You and any Authorised Driver must:

- (a) maintain all the Vehicle's engine oils and engine coolant levels to the manufacturer's specifications, as set out in the Vehicle's operations manual located in the glove box or otherwise as required to maintain the Vehicle's efficient performance;
- (b) keep the Vehicle always locked and the keys under Your or the Authorised Driver's personal control; and
- (c) comply with any applicable seat belt and child restraint laws.

4.2 Vehicle Condition Report: Prior to departure, You will inspect the Vehicle and sign the Vehicle Condition Report on the Rental Document. You must notify RK Fleets of any unnoted pre-existing damage within two (2) hours of vehicle collection. If no damage is reported, You and RK Fleets acknowledge that the Vehicle is generally in an undamaged condition except as otherwise stated on the Rental Document.

4.3 You must not service the Vehicle or have repairs to the Vehicle carried out unless RK Fleets / RKT Global Pty Ltd authorises You to do so. RK Fleets / RKT Global Pty Ltd requires verification of the cost of repairs for audit and GST purposes. You should obtain an original tax invoice/receipt to assist RK Fleets / RKT Global Pty Ltd. RK Fleets / RKT Global Pty Ltd will reimburse You for any repairs to the vehicle authorised by it, provided that the cost of those repairs is verified; to the extent that RK Fleets / RKT Global Pty Ltd cannot verify the cost of repairs, RK Fleets / RKT Global Pty Ltd will not reimburse You.

5. LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

5.1 Subject to this clause 5, and to the fullest extent permitted by applicable law, You are liable:

- (a) for the loss of, and all damage to, the Vehicle; and
- (b) for all damage to the property of any person:
 - (i) which is caused or contributed to by You or an Authorised Driver; or
 - (ii) which arises from the use of the Vehicle by You or an Authorised Driver.

This clause 5 does not apply to any damage or loss for which RK Fleets / RKT Global Pty Ltd is liable to You under this Rental Agreement. Remember that references to the "Vehicle" include all of its parts, components, accessories and contents.

5.2 Subject to clause 5.3, if:

- (a) You accept the Loss Damage Waiver option on the Rental Document at the commencement of the Rental Period; and
- (b) where applicable, You pay the excess shown on the Rental Document for each separate event involving damage to or loss of, the Vehicle or for each separate event involving damage to the property of any third party which is caused by or arises from the use of the Vehicle by You or an Authorised Driver, RK Fleets / RKT Global Pty Ltd;
- (c) waives Your liability under clause 5.1 for damage to the Vehicle or loss of the Vehicle;
- (d) provided that You and any Authorised Driver are entitled to be indemnified under a policy of motor vehicle insurance provided by a registered insurer for Your and an Authorised Driver's legal liability to a third party for damage to the property of that third party which is caused by the use of the Vehicle by You or an Authorised Driver.

5.3 You must always pay, and clause 5.2 does not cover:

- (a) the excess shown on the Rental Document if there is damage to or loss of the Vehicle or if there is damage to the property of any third party;
- (b) the cost of rectifying any tyre damage not attributable to normal wear and tear;
- (c) the cost of repairing any damage caused deliberately or recklessly by:
 - (i) You;
 - (ii) any other driver of the Vehicle; or
 - (iii) any passenger carried during the Rental Period;
- (d) the cost of repairing any damage to the Vehicle or to third party property caused by You or an Authorised Driver using, or permitting the Vehicle to be used, in any area prohibited by the Rental Agreement;
- (e) the cost of repairing overhead or roof damage caused by, but not limited to, contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle; or
- (f) the cost of repairing any water damage to the Vehicle or any underbody damage, and any resulting damage from that underbody damage to the Vehicle;
- (g) under any circumstances where the Vehicle has been refuelled with fuel other than that recommended by the Vehicle manufacturer;
- (h) under any circumstances where the Vehicle and its keys are unsecured.

5.4 For the purposes of this clause 5, You must pay for any damage or repair that may be reasonably determined by RK Fleets / RKT Global Pty Ltd the amount which includes:

- (a) the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the loss or damage, whichever is the lesser;
- (b) appraisal fees;
- (c) towing, storage and recovery costs;
- (d) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities; and
- (e) a per day loss of use fee based on the estimated downtime of the Vehicle.

If the amount determined by RK Fleets / RKT Global Pty Ltd and paid by You under this clause 5.4 exceeds the final cost of the damage or repair, RK Fleets / RKT Global Pty Ltd will refund the difference to You.

6. RETURN OF VEHICLE, FUEL, AND LATE FEES

6.1 You must return the Vehicle to RK Fleets / RKT Global Pty Ltd:

- (a) to the place, on the date and by the time shown on the Rental Document (or sooner if required under clause 6.4);
- (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted;
- (c) with a full tank of fuel. If the Vehicle is returned with less fuel than when rented, You must pay RK Fleets the refuelling service charge specified on the Rental Document plus the cost of the missing fuel.

6.2 You must return the Vehicle to an RK Fleets / RKT Global Pty Ltd location during normal business hours. If You return the vehicle later than the time shown on the rental document, You must pay all additional rental charges.

6.3 If:

- (a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or
- (b) any special conditions set out in the Rates section on the Rental Document are breached,

the rates shown on the Rental Document will not apply and You must pay RK Fleets / RKT Global Pty Ltd standard rate for the Vehicle for the Rental Period.

6.4 RK Fleets / RKT Global Pty Ltd may request the immediate return of the Vehicle, or RK Fleets / RKT Global Pty Ltd may re-take the Vehicle without notice, if RK Fleets / RKT Global Pty Ltd reasonably suspects that:

- (a) You have breached a term or condition of the Rental Agreement;
- (b) damage to the Vehicle, or injury to persons or property is likely to occur; or
- (c) the Vehicle will be involved in an industrial dispute; or
- (d) the Vehicle may be used for an unlawful purpose.

You must also pay RK Fleets / RKT Global Pty Ltd any cost it incurs as well as all costs and charges under the Rental Agreement for the period up to return/repossession of the Vehicle.

6.5 RK Fleets / RKT Global Pty Ltd reserves the right to refuse hire of another vehicle to You following any incident or accident or where You have breached a condition of this Rental Agreement.

7. BREAKDOWN AND ROADSIDE ASSISTANCE

7.1 In the event of a mechanical breakdown or failure, You must immediately stop driving the Vehicle (when safe to do so) and contact RK Fleets' roadside assistance line.

7.2 Standard roadside assistance for inherent mechanical defects is provided free of charge.

7.3 If roadside assistance is required due to human error or breach of this agreement (including but not limited to running out of fuel, wrong fuel, flat battery due to lights being left on, locked keys inside the vehicle, or lost keys), You will be liable for the call-out fee and any associated repair/replacement costs.

8. TOLLS, PARKING, AND TRAFFIC INFRINGEMENTS

8.1 You are responsible for all toll charges, speeding, parking, and traffic fines incurred during the Rental Period.

8.2 If RK Fleets receives a toll notice or infringement notice relating to the Vehicle during Your Rental Period, RK Fleets may:

- (a) transfer the liability to You by providing Your personal information to the relevant authority; and/or
- (b) pay the notice on Your behalf and charge Your credit card for the toll/fine amount plus an Administrative Processing Fee per notice as outlined on the Rental Document.

9. CLAIMS AND PROCEEDINGS

9.1 Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property, You and/or any Authorised Driver must:

- (a) promptly report such incident to the local police;
- (b) promptly report such incident in writing to RK Fleets / RKT Global Pty Ltd within 24 hours;
- (c) not, without RK Fleets / RKT Global Pty Ltd's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (d) permit RK Fleets / RKT Global Pty Ltd or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name;
- (e) permit or ensure that RK Fleets / RKT Global Pty Ltd may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, RK Fleets / RKT Global Pty Ltd in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to RK Fleets / RKT Global Pty Ltd;
- (f) complete and furnish to RK Fleets / RKT Global Pty Ltd within a reasonable time any statement, information or assistance which RK Fleets / RKT Global Pty Ltd or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

10. PAYMENT, CREDIT CARD AUTHORISATION, AND SECURITY BOND

10.1 At the commencement of the Rental Period, You must provide a valid credit card or debit card acceptable to RK Fleets. You authorise RK Fleets to pre-authorise or charge a **Security Bond** against Your card.

10.2 At the end of the Rental Period, You must pay RK Fleets / RKT Global Pty Ltd on demand:

- (a) all charges specified on the Rental Document and all charges payable under the Rental Agreement;
- (b) any amount paid or payable by RK Fleets / RKT Global Pty Ltd or You to any person arising out of Your use of the Vehicle or imposed on You or RK Fleets / RKT Global Pty Ltd by any governmental or other competent authority (such as speeding, parking and traffic fines and toll charges); and
- (c) any amount for which You are liable to RK Fleets / RKT Global Pty Ltd under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise.

10.3 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

- (a) one day's rental at the "daily rate" shown on the Rental Document (subject to clause 6.4); plus
- (b) the amount payable for the number of kilometres driven during the Rental Period.

10.4 Distance charges are measured from the Vehicle's odometer.

10.5 You authorise RK Fleets / RKT Global Pty Ltd to charge all moneys payable to RK Fleets / RKT Global Pty Ltd under the Rental Agreement (including unpaid charges, damages, excesses, tolls, and fines) to Your credit card, debit card, or charge account.

10.6 RK Fleets / RKT Global Pty Ltd will pay any refund or release of the Security Bond due to You by such method as RK Fleets / RKT Global Pty Ltd may reasonably choose, subject to final inspection and processing of toll or infringement notices.

11. TELEMATICS AND LOCATION TRACKING

11.1 You acknowledge and agree that the Vehicle may be equipped with Telematics devices, GPS tracking, and dashcams that record vehicle location, speed, braking, distance, and collision data.

11.2 RK Fleets collects and uses Telematics data to track vehicle location, manage safety, protect against theft, confirm compliance with restricted driving areas (Clause 2), and assist with accident investigations.

12. PRIVACY POLICY

12.1 RK Fleets collects Your personal information (including driver's licence details, payment details, contact information, and Telematics data) to administer the Rental Agreement, verify identity, process payments, and manage safety and legal claims.

12.2 RK Fleets may disclose Your personal information to third parties, including law enforcement agencies, toll road operators, credit reporting agencies, debt collection agents, and insurers, in connection with the enforcement of this agreement or as required by law.

13. LIABILITY OF RK FLEETS / RKT GLOBAL PTY LTD

13.1 Unless it is negligent, RK Fleets / RKT Global Pty Ltd is not liable to any person, and You indemnify RK Fleets / RKT Global Pty Ltd, for any loss of, or damage to, any property:

- (a) stolen from the Vehicle or otherwise lost during the rental; or
- (b) left in the Vehicle after its return to RK Fleets / RKT Global Pty Ltd.

14. CONSUMER RIGHTS STATEMENT

14.1 All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law. Your consumer rights are not excluded, modified, or restricted by this Rental Agreement. You can find out more about your consumer rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State or Territory fair trading authorities.

15. TERMINATION

15.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.

15.2 You may terminate the Rental Agreement at any time for any other reason.

15.3 If the Rental Agreement is terminated early for any reason other than a breach by RK Fleets / RKT Global Pty Ltd, You agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.

16. MISCELLANEOUS

16.1 The Rental Agreement contains the whole agreement between the parties.

16.2 Any waiver by a party of any one breach or default by the other party will not constitute a waiver of any other breach or default.

16.3 The agreement is governed by the law of the State or Territory of the Rental location (New South Wales, Australia). The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with this agreement. The parties will not object to the exercise of jurisdiction by those courts on any basis.

17. PRESUMPTIONS AND INTERPRETATION

17.1 Unless the context otherwise requires:

- (a) A word which denotes the singular denotes the plural and vice versa;
- (b) Any gender denotes the other genders; and
- (c) A person includes an individual, a body corporate and a government body.

17.2 Unless the context otherwise requires, a reference to:

- (a) Any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replaced legislation;
- (b) Any other agreement or instrument, where amended or replaced, means that agreement or instrument as amended or replaced.

7. EXECUTION AND LEGAL ACCEPTANCE

By executing below, both parties formally certify that they have reviewed, understand, and unconditionally accept all terms, fee tables, inspection notes, and mandatory accident protocols contained in this multi-page agreement.

Signed For & On Behalf of Owner:
RKT Global Pty Ltd

Authorised Signatory:

Print Name / Title:

.....

Date of Signature:/ /

Signed By Renter / Hirer:
(Individual or Corporate Authorised Person)

Hirer Signature:

Print Full Name:

.....

Date of Signature:/ /