Allstar 4WD Camper Hire - Terms & Conditions of Hire

Allsar or Allstar's agent may (as the invitee of the Hirer) enter upon and into any land and premises owned, occupied or used by the Hirer, or any premises where the Vehicle is situated and take possession of the Vehicle, without being responsible for any damage thereby caused. Any costs incurred by Allstar as a result of Allstar so repossessing the Vehicle shall be charged to the Hirer. The Hirer is not authorised to pledge Allstar's credit for repairs to the Vehicle or to create a lien over the Vehicle in respect of any repairs. Charges and Payment
At Allstar's sole discretion, the Charges shall be either;
(a) as indicated on invoices provided by Allstar to the Hirer upon placement of Definitions
"Acknowledgment Document" means the document signed by the Hirer in conjunction with these Terms and Conditions of Trade and applicable if Allstar delects, whereby the with these Terms and Conditions of Trade and applicable if Alistar eleds, whereby the Hirrar acknowledges the extent and effect of the provision of security the Hirrar provides to Allstar in consideration of the provision of Vehicle on hirs "Allstar" means Allstar Campers & Rentals Pf, Lut TIA Allstar 4WD Camper Hire, its successors and assigns or any person acting on behalf of and with the authority of Allstar Campers & Rentals Pf, Lut TIA Allstar 4WD Camper Hire. "Charges" means the cost of the hire of the Vehicle (plus any GST where applicable) as agreed between Allstar and the Hirer subject to clause 6 of this Contract. "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not intitled to, this Contract, either party intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (mail; Facebook or Trwitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and princing details. as indicated on invoices provided by Allstar to the Hirer upon placement of an order for the Vehicle; or Allstar's current Charges, at the date of Delivery of the Vehicle, according to Allstar's current price list, as previously disclosed to the Hirer upon the Hirer's (a) Alistar's current no elist, as previously disclosed to the Hirer upon the Hirer splacement of an order for the Vehicle; or (c) Alistar's quoted Charges (subject to clause 6.2) which shall be binding upon Alistar provided that the Hirer shall accept in writing Alistar's quoted charges (subject to clause 6.2) which shall be binding upon Alistar provided that the Hirer shall accept in writing Alistar's quotation within fourten (14) days.

Alistar reserves the night to change the Charges:
(a) fa vaniation to the Vehicle which is to be supplied is requested (including a change due to the Hirer's requirements, changes to pick up and drop off points, etc.); or
(b) as a result of an increase in Alistar's costs due to changes in statutory, government, or local body charges, taxes, levies, etc. with respect to the Vehicle, which are outside the control of Alistar (including, without limitation, increases in the cost of flabour or materials, fuel charges or insurance premiums, etc.); or
(c) unon one (1) month's written notice to the Hirer.

The Hirer shall be required to respond to any variation submitted by Allstar within ten (10) working days. Failure to do so will entitle flats to add the cost of the variation to the Charges. Payment for all variations must be made in full at the time of their completion. 1.2 11.3 Persons who may drive Vehicle
The Vehicle may be driven during the Hire Period only by the Hirer and only if
(a) the Hirer of Hire's employee, representative or agent has been identified as
a driver for this Vehicle;
(b) they hold a current Australian, overseas licence written in English, or
international driver's license for a period of not less than two (2) years (and
which is an appropriate license for the Vehicle), excluding any time under a
learner's permit or a provisional license) at the time when they are driving
the Vehicle and where applicable, have the appropriate vehicle endowner
or equivalent in relation to Vehicle Hire (if applicable);
(c) they are over twenty-one (21) years of age and under seventy-five (75) years
of age;
(d) they have not given a false name, age, address or driver's licence; 1.3 12. 12.1 6.2 of kin and other contact information (where applicable), previous credit applications, credit history) and prioning details:
"Contract" means the terms and conditions contained herein, together with any quotation, Hire form, invoice or other document or amendments expressed to be supplemental to this Contract.

"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Hirer does not wish to allow Cookies to operate in the background when using Allstar's website, then the Hirer shall have the right to enable of disable the Cookies first by selecting the option to enable I disable provided on the website, prior to making enquiries via the website.

"GST means Goods and Services lax as defined within the "A New Tax System "Hire" shall mean any or all Hire supplied by Allstar to the Hirer and includes any avide or recommendations." 1.5 of age;
they have not given a false name, age, address or driver's licence;
they have not dad their driver's license cancelled, endorsed or suspended
within the last three (3) years, and
(f) at no stage shall they be deemed to be any agent, associate, servant or
employee of Allstar for any purpose whatsoever.

If the need arises, consent is given to Allstar to check the validity and currency of any
driver's licence used in connection with this Contract.

When the Hirer is a Body Corporate, then they shall ensure all drivers have a valid
driver's licence and meet the requirements as per clause 12.1 for the term of any Hire. 6.3 1.6 (10) Manage Syryment for all variations must be made in full at the time or mercompletion.

A filled from the state of the 6.4 12.2 12.3 1.7 Hire's Obligations. Use of the Vehicle and Restrictions
The Hirer shall, where applicable, ensure that

In the Hirer shall, where applicable, ensure that

any applicable per shall child restraint laws are compiled with;

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any applicable per shall child restraint laws are compiled with;

all the Vehicle's angine oils, coolant and battery levels, and are maintained
to the manufacturer's specifications at the Hirer's cost, as set out in the
Vehicle's operations manual located in the glove box;

(d) the tyres are maintained at their proper pressure and all fluid (including, but
not limited to engine oil and coolant, water) levels are checked and
maintained at their elevant levels;

all reasonable care is taken in handling and parking the Vehicle and that its
left securely locked when not in use, with the keys kept under the Hirer's
personal control at all times;

(f) the Vehicle is operated in an appropriate manner that shall during operation
the Hirer observes posted speed limits and shall obey all rules and
regulations with respect to the correct operation of a motor vehicle; and
any insurance excess payable in relation to a claim made by either the Hirer
or Allstar in relation to any damage caused by, or to, the Hire Vehicle whilst
the same is hired by the Hirer and irrespective of whether charged by the
Hirer acknowledges and accepts that:

(a) the Vehicle any defiven on any road shown on Hema maps with the
exception of any areas excluded by Allstar unless accompanied by tour
guides or as per written approval from Allstar which are.

(b) Carning stock route and associated tracks; Hirer's Obligations, Use of the Vehicle and Restrictions
The Hirer shall where applicable ensure that: 13. 13.1 or recommendations.

"Hirer" means the person/s, entities or any person acting on behalf of and with the authority of the Hirer requesting Allstar to provide the services as specified in any proposal, quotation, order, invoice or other documentation, and:

(a) if there is more than one Hirer, is a reference to each Hirer jointly and 1.9 severally; and if the Hirer is a partnership, it shall bind each partner jointly and severally. and if the Hirer is a part of a Trust, shall be bound in their capacity as a trustee; or
d) failing any notice to the contrary, the date which is seven (7) days following
the date of any invoice given to the Hirer by Allstar.
he Hirer acknowledges and accepts that all non-payments shall mean that the Hirer
niters into a credit arrangement and shall be required to make payment as per clause (d) (c) and $\dot{}$ includes the Hirer's executors, administrators, successors and permitted (d) 6.7 (d) includes the nimer's execution, documending on the date as shown in the Contract, and ending on the date the Hirer returns the Vehicle to Alstar "Vehicle" means all Vehicle (including all accessories, tools, tyres and equipment and any replacement vehicle) supplied on hire by Allstar to the Hirer (and where the contract so permits shall include any incidental supply of services). The Vehicle shall be as described on the Hire agreement or any other commencement forms as provided by 1.10 effets into a cross a consequence.

6.6(d) above.

Payment may be made by cash, electronic/on-line banking, credit card (a surcharge per transaction may apply) or by any other method as agreed to between the Hirer and 6.8 regine in any de inable by task; relection. United beauting, the location as solurating pleat ransaction may apply) or by any other method as agreed to between the Hirer and Alisatar. Allsatar in the site of th 1.11 Acceptance
The parties acknowledge and agree that:

(a) Experiment of the parties acknowledge and agree that:

(b) Experiment of the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Hirrer places an order for or accepts delivery of the Vehicle.

In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.

Any amendment to the terms and conditions contained in this Contract and amy other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.

Experiment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

The Hirer acknowledges that the hire of Vehicle on credit shall not take effect until the credit limit established for the account. In the event that the Hirer of Vehicle requested exceeds the Hirer's credit limit and/or the Acceptance **2.** 2.1 (i) (ii) (iii) (iv) Fraser island; Canning stock route and associated tracks; Simpson Desert and associated tracks; any area subject to tidal water including beach driving below high tide lines; 2.2 tide lines:
Arnhem Land;
Gunbarrel Highway;
All tracks not shown on current Hema maps; and
any closed roads including roads closed by Main Roads or local
any closed roads including roads closed by Main Roads or local
rangers);
the Hirer shall be required to walk any river crossing prior to driving to check
the water depth as river crossings are entirely at the Hirer's risk and it is not
recommended that the Vehicle is driven through any crossing that
recommended that the Vehicle is driven through any crossing that
where the water is flowing.
The Hirer shall be responsible for recovery charges incurred for the retrieval
of the Vehicle from unsealed surfaces or off-road sites irrespective of the
reason for such recovery to be necessary;
hall not: 2.3 clause 23.1. Unless otherwise stated the Charges does not include GST. In addition to the Charges the Hirer must pay to Allstar an amount equal to any GST Allstar must pay for any supply by Allstar under this or any other agreement for the Hire of the Vehicle. The Hirer must pay GST, without deduction or set off of any other amounts, at the same time and on the 6.11 (b) credit limit established for the account. In the event that the Hirer of Vehicle requested exceeds the Hirer's credit limit and/or the account exceeds the payment terms, Allstar reserves the right to refuse Delivery. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 10 of the Electronic Transactions Act 2011 or any other applicable provisions of that Act or any Regulations referred to in that Act. The Hirer acknowledges and accepts that Allstar must be notified, and agree, to any extension of the Hire Period in advance prior to the return date and time as to which the Vehicle was to be returned to Allstar. If the Hirer falls to adhere to this clause, the Hirer shall be deemed to be in breach of this Contract, and may forfeit any deposits or pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Hirer pays the Charges. In addition, the Hirer must pay any other taxes and duties that may be applicable in addition to the Charges except where they are expressly included in the Charges.

The Hirer acknowledges and agrees that the Hirer's obligations to Allstar for the supply of the Vehicle's hall not cease until:

(a) the Hirer has paid Allstar all amounts owing to Allstar; and
(b) the Hirer has paid Allstar all amounts owing to Allstar; and
(c) the Hirer has met all other obligations due by the Hirer to Allstar in respect of all agreements between Allstar and the Hirer.

Receipt by Allstar of any form of payment other than cash shall not be deemed to be 2.5 2.6 6.12 (c) 2.7 The Allow The Al 13.3 6.13 additional entitlement. The Vehicle will be immediately reported as stolen, and the Hire shall become liable for any cost outstanding or involved with the recovery of the Vehicle payment until that form of payment has been honoured, cleared or recognised, and until then Allstar's rights in relation to the Vehicle, and this Contract, shall continue. Errors and Omissions
The Hirer acknowledges and accepts that Alistar shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):

(a) resulting from an inadvertent mistake made by Alistar in the formation and/or administration of this Corthact, and/or (b) Alistar in the formation and/or contained informative from any illerature (hard copy and/or electronic) contained informative from any illerature (hard copy and/or electronic) in circumstances where the Hirer is required to pleace an order for the Vehicle, in writing, or otherwise as permitted by these terms and conditions, the Hirer is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for the Vehicle ("Hirer Error"). The Hirer must pay for all Vehicle in Orders from Allstar nowthistanding that such Vehicle suffer from a Firer Error and notwithstanding that the Hirer has not taken or refuses to take Delivery of such Vehicle. Allstar is entitled to, at its absolute discretion to waive its right under this subclause in relation to Hirer Errors. Delivery of Vehicle
Delivery ("Delivery") of the Vehicle is taken to occur at the time that:
the Hirtor of the Hirtor's nominated carrier takes possession of the Vehicle at Errors and Omissions 3. 3.1 7.1 roadway; or allow the Vehicle to: Delivery () Delivers () Delive (f) The Vehicle to:

Be used in contravention of any law;
be operated without their authority, and then only by an authorised driver named herein;
be driven by any person if, at the time of them driving the Vehicle, the Hirer or other persons in on the holder of current driver's licence appropriate for the Vehicle;
be operated by any driver under the influence of alcohol and/or any drug that affects their ability to drive the Vehicle, or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven; convey, propel, push, boost or tow any trailer, boat, other vehicle, or any other object, or load which is incorrectly loaded or secured or is in excess of that for which the Vehicle was manufactured without Allstair's prior written approval; (i) (ii) 7.2 (iii) 3.2 7.3 (iv) (v) supplying the Vehicle and a later time and date, and/or for storage of the Vehicle.

Changes to Vehicle Bookings.

The Hirer advinovelegas and accepts that the any dates to change bookings shall be at Allstars sole discretion and will be subject to date and Vehicle availability.

Light of the Vehicle and the following Charges shall apply in the event that the Hirer requires otherwise agreed the following Charges shall apply in the event that the Hirer requires of the vehicle and any acquired.

(a) the property of the pro Change in Control Change in Control
The Hirer shall give Allstar not less than fourteen (14) days prior written notice of any
proposed change of ownership of the Hirer and/or any other change in the Hirer's details
(including but not limited to, changes in the Hirer's name, address, contact phone or fax
numberls, change of flustees, or business practice). The Hirer shall be liable for any loss
incurred by Allstar as a result of the Hirer's failure to comply with this clause. transport more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or a greater load (weight) than that for which the Vehicle was manufactured: (vi) 8. 8.1 (weight) that that to which the vehicle was intallication, or carry passengers or property for hire or reward of any kind, or carry any flammable substance which has a flash point under 22.8 C, or any other explosive or corrosive materials; (vii) any mammane substance which has a flash point under 22.8 C, or any other explosive or corrosive materials, be driven in a dangerous manner, or (x) but the very consist of the driven of the very consistent of very consistent of the very consistent of th Credit Card Information Allstar will: **5**. 5.1 Alistar will:

(a) keep the Hirer's personal details, including credit card details for only as long as is deemed necessary by Alistar.

(b) not disclose the Hirer's credit adetails to any third party, and not disclose the Hirer's credit adetails to any third party, and (c) including the Hirer's credit adetails to any third party, and (c) incredit and the Hirer's personal information, except is accordance with the Privacy Act (cause 24) or where required by aw.

The Hirer expressly agrees that, if pursuant to this Contract if the following Charges, as stated below, and the property of the Hirer's personal information to the Hirer's contract and the Hirer's contract and the Hirer's contract and the Hirer's counterfail and the Hirer's personal to the terms of this Contract.

(a) I hire Charges, all Charges claimed from Allstar in respect of any parking or any other traffic violations during the Hirer Period or until such time the Vehicle is returned to Allstar. 13.4 13.5 **Duration of Hire 9.** 9.1 Duration of Hire The term of Hire shall be for the period as described on the Vehicle Hire agreement fom to which these terms and conditions will be attached. The hire Charges shall commence from the time the Vehicle departs from Allstar's premises and will continue until the return of the Vehicle to Allstar's premises, and/or until the expiry of the Hire Period, whichever last occurs. The date upon which the Hirer advises of termination shall in all cases be treated as a Hirer's own risk. It is the Hirer's responsibility for the refueling of the Vehicle prior to its return from Hire. In the event the Vehicle needs to be refueled upon its return from Hire then the costs of refueling shall be in addition to the Charges and shall be immediately due and payable but be bloom. 13.6 Allstar: all loss or damage to the Vehicle (including loss of use), third party damages, legal expenses, assessment fees, towing and recovery, storage and company service charges where: any condition of this Contract and in particular those contained in 9.2 refueling shall be in addition to the Charges and shall be immediately due and μαγαίνε by the Hirer. The Hirer acknowledges and accepts that should the seal or any part of the odometer is broken or has been disconnected, the persons responsible will be reported to the 13.7 any condition of this Contract and in particular those contained in any condition of this Contract and in particular those contained in the Section of the Section of the Section of Sectio The date upon which the Hirer advises of termination shall in all cases be treated as a full day's hire.
Unless otherwise agreed, the Hirer acknowledges and accepts that Allstar reserves the right to charge the Hirer a cancellation fee in the event that the Hirer cancels the Contract before the exprision of the Hire Term. When a Vehicle is left at any other place than the premises of Allstar then termination of the Hire shall be when the Vehicle inspection, has been completed or at the time of the collection. The Hirer will be responsible for the Vehicle up until this time of termination, inspection, and collection. Should the Hirer terminate the Hire before the stated date and time, the stated rate and term will be amended at the sole discretion of Allstar. No allowance whatsoever can be made for time during which the Vehicle is not in use for any reason, unless Allstar ominifies Allstar immediately, thing Charges will not be payable during the time the Vehicle is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Hirer. (i) 93 appropriate authority and the Hirer shall be responsible for the extra Charges based or five hundred kilometres (500km) per day at a rate to be specified per kilometre plus any 9.4 r repair cost.

r shall be responsible for all cost of repair to the Vehicle in any of the following 13.8 I Hirer shall be responsible for an usua or replan to the Vehicle is driven into any of the restricted areas set out in dause 13.3; the Vehicle is submerged in water; the person driving the Vehicle is proven to be driving under the influence of drugs and/or alcohol; there is damage to the undercarriage or roof due to collision with bridges, turnels, overhead shructures or other obstacle; tyres are excluded from the damage cover of the Vehicle; or the person driving the Vehicle is:

(i) underage; 9.6 (iii) (iv) 9.7 (v) underage; does not have a valid or hold an appropriate class of driver's licence; (vi) bogged/stuck in tidal zones below the high-lide levels) regardless of the cause: the interior of the Vehicle is damaged regardless of the cause when no other vehicle is involved; the tyres of the Vehicle are damaged other than due to normal wear, the Vehicle is damaged by either loading or unloading, other than the normal wear to be expected; the failure to secure properly any load or equipment which leads to the failure to secure properly any load or equipment which leads to **10.** 10.1 Risk Allstar retains ownership of the Vehicle nonetheless all risk for the Vehicle passes to the (iii) unqualified to operate the Vehicle. the Vehicle is involved in a theft or conversion. (vii) (g) Allstar retains ownership of the Vehicle nonetheless all risk for the Vehicle passes to the Hirrs on Delivey.

The Hirer accepts full responsibility for the safekeeping of the Vehicle and indemnifies Allstar for all loss, heft, or damage to the Vehicle howscever caused and without liming the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Hirrs.

The Hirrer will insure, or self-insure, Allstar's interest in the Vehicle against physical loss or damage including, but not limited to, the penis of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or riuny to property arising out of the Vehicle. Further the Hirrer will not use Vehicle nor permit it to be used in such a manner as would permit an insurer to decline any claim. Return of the Vehicle
Art Allstar's sole discretion a relocation fee will be applicable to any Vehicle being left at any other agent or business address or any other place other than the address from which the Vehicle was hired and all Charges to reposition the Vehicle to its original business address shall be chargeable, plus any Hire Period then shorter than originally agreed may have its original Hire relates adjusted according to the actual length of Hire. The Hirer shall return the Vehicle:

(a) In the same clean (washed) and tidy condition at the expiry of the term of Hire or a surcharge for cleaning may be imposed upon the Hirer for such cleaning. Nor return can be made until a Vehicle has been cleaned and inspected for any damage;

(b) In good operating condition with the seal on the odometer unbroken and in the same condition (except for normal wear and tear NOT INCLUDING WINDSCREEN AND TYRE DAMAGE) together with all tools, accessories, tyres and equipment); and 10.2 (viii) (ix) (x) the failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment which leads to loss caused by any part of said load or equipment which leads to loss caused by any part of said load or equipment or any third party well-die or properaty, get by driving it under or into an object lower the Herice's dame by driving it under or into an object lower the Hirer has failed to maintain all fluid levels or failed to contact Allstar when a noted service is due, or failed to immediately rectify or report to Allstar any detect of which the Hirer becomes aware of, (xii) the Vehicle is note returned in a clean presentable condition (interior and exterior) including, but not limited to dispersite smoke and other lower of the Vehicle is note returned in a clean presentable condition (interior and exterior) including, but not limited to dispersite smoke and other lower of the Vehicle is note returned in a clean presentable condition to the later to the present open and other lower than the payment when due, the Hirer shall be liable to immediately make payment of the full amount due to Allstar. 10.3

The Hiera cocepts full responsibility for and shall keep Allstar indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Vehicle during the Hire Period and whether or not arising from any negligence, failure or omission of the Hirer or any other persons.

Time Vehicle is and will at all times remain the absolute property of Allstar, and the Hirer must return the Vehicle to Allstar upon request to do so. At the expiration of any Hire Period hereby granted, or as a result of default by the Hirer (including, but not limited to, any default under clause 23) or if the Hirer fails to return the Vehicle fo Allstar as is required under this Contract or when requested to do so, then

10.4

11. 11.1

WINDSCREEN AND TYRE DAMAGE) together with all tools, accessories, tyres and equipment); and fueled with the correct grade and amount of fuel equal to that at the commencement of the Hire Period. A fuel receipt must be shown and correct on return, or any deposit paid may be withheld until correct operation of the Vehicle is confirms. Should the incorrect grade of fuel be in the Vehicle, any repair cost will be charged to the Hirer and where the fuel level is less than originally supplied in the Vehicle, any shortfall in fuel quantity shall also be charged to the Hirer.

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Allstar 4WD Camper Hire - Terms & Conditions of Hire When a Vehicle is left at any other place than the branch location then termination shall be when the Vehicle inspection occurs or at the time of collection. The Hirer will be responsible for the Vehicle up until this time of termination, inspection, and collection. Allstar acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Hirer's Personal Information, held by Allstar that may result in serious harm to the Hirer, Allstar will notify the Hirer in accordance with the Act and/or the GDPR. Personal Property Securities Register established by the PPSA or releasing any Vehicle charged thereby; not register a financing change statement in respect of a security interest without the prior written consent of Allstar; not register, or permit to be registered, a financing statement or a financing change statement in relation to the Vehicle in favour of a third party without The Hirer shall allow up to five (5) working days after the post hire inspection for Allstar to release any bond that is refundable. However, the Hirer acknowledges and accepts that should any damage be found, that any surplus after repairs have been completed (which may take up to one (1) month to be actioned) shall then be refunded to the Hirer. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Hirer by written consent, unless subject to an operation of law. subject to an operation of law. Notwithstanding dause 24.1, privacy limitations will extend to Alistar in respect of Cookies where the Hirer utilises Allstar's website to make enquiries. Alistar agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Hirer's: (a) IP address, browser, email client type and other similar details; tracking website usage and util artific; and (c) reports are available to Alistar when Allstar sends an email to the Hirer, so Alistar may, collect and review that information (collectively Personal If the Hiller consent to Alistar when Alistar the Alistar may collect and review that information (collectively Personal If the Hiller consent to Alistar may collect.) change statement in relation to the Vehicle in favour of a third party without the prior written consent of Alstar. Allstar and the Hirer agree that sections 96, 116 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Hirer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 123(4) of the PPSA. The Hirer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. 19.4 Damage Waiver/Insurance Subject to clause 21, a Loss. Theft, and Damage Waiver ("LTD Waiver") charge will be applied to all Vehicle Hire at the rate selected by the Hirer and detailed on Allstar's Vehicle Hire agreement form. The Hirer shall not be required to pay the LTD Waiver Fee if the Hirer produces a certificate of currency (COC) for an appropriate policy of insurance that covers loss, theft or damage to the Vehicle during the Hire Period for an amount not less than the full new replacement value of the Vehicle. The COC must be provided to Allstar prior to the supply "Arkhane bux Allstar". **15.** 15.1 19.5 19.6 15.2 the PPSA. Unless otherwise agreed to in writing by Allstar, the Hirer waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Hirer must unconditionally ratify any actions taken by Allstar under clauses 19.3 to 10.5. 19.7 or damage to the Vehicle during the Hire Period for an amount full resource preparement value of the Vehicle The COC must be provided to Allstar prior to the supply of Vehicle by Allstar. The LTD Waiver Excess. The LTD Excess is explained below. Where the Hirer has paid the LTD Waiver Excess. The LTD Excess is explained below. Where the Hirer has paid the LTD Waiver Fee, Allstar will waive Allstar's right to claim against you for loss, theft or damage to the Vehicle if: (a) the Hirer has paid the LTD Waiver Fee, Allstar will waive Allstar's right to claim against you for loss, their of amage to the Vehicle if: (b) the Hirer has paid the LTD Waiver Fee, Allstar will waive Allstar's right to claim against you for loss, their of amage to the Vehicle if: (c) the Hirer has poorpting the Vehicle in the Order of the Cocumbian of the Vehicle is the short of the Cocumbian of the Vehicle is the Standard excess of seven thousand dollars (\$7000) or if the replacement cost of the Vehicle is less than seven thousand dollars (\$7000) or if the replacement cost of the Vehicle is less than seven thousand dollars (\$7000) or if the replacement cost of the Vehicle is less than seven thousand dollars (\$7000) or if the replacement cost of the Vehicle who the vehicle is less of the movement in the Consumer Price Index (CPI). OR (fifteen percent (15%) of the cost of the Vehicle is less than seven thousand become the period of the Vehicle is the Vehicle is less than seven thousand because of the movement in the Consumer Price Index (CPI). OR (fifteen percent (15%) of the cost of the Vehicle is the Vehicle is less to stoke to increase where the Waithcless and suppless that the excess is abulied to increase where the Hirer acknowledges and suppless that the excess is subject to increase where the Waithcless is the subject to increase where the Waithcle is the subject to increase where the Waithcle is the subject to increase where the Hirer acknowledges and suppless that the excess is subject to increase where the Waithcle is the subje 19.8 If the Hirer consents to Allstar's use of Cookies on Allstar's websile and later wishes to withdraw that consent, the Hirer may manage and control Allstar's privacy controls via the Hirer's web browser, including removing Cookies by deleting them from the browser history when exiting the site. The Hirer agrees for Allstar to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, drivers cleanes details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Hirer in relation to credit provided by Allstar. The Hirer agrees that Allstar may exchange information about the Hirer in the following purposes: (a) to assess an application by the Filder in effollowing purposes: (a) to sassess an application by the Hirer, and/or to exchange information about the Hirer, and/or to exchange information with other credit providers as to the status of this credit ancount where the Microsite Allstan and the credit providers as to the status of this credit ancount where the Microsite Allstan and the credit providers as to the status of this credit ancount where the Microsite Allstan and the credit providers as to the status of this credit ancount where the Microsite Allstan and the credit providers as to the status of this credit ancount where the Microsite Allstan and the credit providers as to the status of this credit ancount where the Microsite Allstan and the credit providers as to the status of this credit ancount where the Microsite Allstan and the credit providers as to the status of this credit ancount where the Microsite Allstan and the credit providers as the status of this credit ancount where the Microsite Allstan and the credit providers as the status of this credit ancount where the Microsite and the credit providers as the status of this credit ancount where the Microsite and the credit providers are the status of the credit providers as the status of this credit an Information") If the Hirer consents to Allstar's use of Cookies on Allstar's website and later wishes 19.5. Subject to any express provisions to the contrary (including those contained in this clause 19), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions the PPSA. Only to the extent that the hire for the Vehicle exceeds a two (2) year Hire Period with the right of renewal shall clause 19 apply as a security agreement in the form of a PPSL ease in respect of Section 20 of the PPSA, in all other matters this clause 19 will apply generally for the purposes of the PPSA. 15.3 19.9 15.4 generally for the purposes of the PPSA. Security and Charge In consideration of Allstar agreeing to supply the Vehicle on hire and as acknowledged by Allstar in accordance with any Acknowledgment Document the Hirer grants Allstar a security interest by way of a floating charge (registerable by Allstar pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Hirer in the future, including but not limited to those set out in any Acknowledgment Document, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Vehicle on hire under this Contract and/or permit Allstar to appoint a receiver to the hirer in accordance with the Corporations Act 2011 (Cth). The Hirer indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this clause in the security provided in dauses 19.2 and 20.1 as applicable is demend insufficient by Allstar to secure the repayment of monies owed by the Hirer to Allstar, the Hirer here, that enables the right and entitlement to lodge a caveat over any real property and or land enables the right and entitlement to lodge a caveat over any real property and or land enables the right and entitlement to lodge a caveat over any real property and or land owned by the Hirer now, or owned by the Hirer fine future, to secure the performance of the Hirer or its obligations under these terms and conditions (including, but not limited to, the payment of any money), in accordance with the Acknowledgment Document. Defects. Warranties and Returns. Commetition and Consumer Act 2010 ("CCA") 24.4 (a) to assess an application by the Hirer; and/or (b) to notify other credit providers of a default by the Hirer; and/or to exchange information with other credit providers as to the status of this credit account, where the Hirer is in default with other credit providers, and/or to assess the creditvorthiness of the Hirer including the Hirer's repayment. The Hirer face of the Hirer including the Hirer's repayment and the Hirer including the Hirer's repayment and the Hirer are the Hirer the Hirer a 15.5 24.5 20.2 24.6 (g) the excess reduction options as stated in the Vehicle Hire agreement; OR (h) whichever is the greater. The Hirer acknowledges and agrees that the excess is subject to increase where the Vehicle is more than one hundred kilometres (100m) from Allstar's depot. Even if the Hirer has paid the LTD Waiver Fee, Allstar shall not waive Allstar's rights to claim against the Hirer has paid to damage to the Vehicle and the LTD Waiver shall not apply if the loss, theft or damage. 20.3 15.6 15.7 the loss, theft or damage: has arisen as a result of the Hirer breaching a clause of this Hire Contract; or has been caused by a negligent act or omission by the Hirer; or has arisen as a result of the Hirer's use of the Vehicle in violation of any The (a) (b) Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA") The Hirer must inspect the Vehicle on Delivery and must within forty-eight (48) hours (b) (c) **21.** 21.1 The Hirer must inspect the Vehicle on Delivery and must within forty-eight (48) hours of Delivery notify Altster in witting of any evident defect/damage, shortage in quantify refailure to comply with the description or quote. The Hirer must notify any other alleged defect in the Vehicle as soon as reasonably possible after any such defect because evident. Upon such notification the Hirer must allow Altstar to inspect the Vehicle. Under applicable State. Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory quarantees under the CCA) may be implied into ludnes terms and conditions (Non-Excluded Guarantees). Altstar acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. law(s); or daw(s) the Hirer's failure to use the Vehicle for its intended purpose or in accordance with Allstar's instructions or the manufacturer's name of the credit provider and that Allstar is a current credit provider to the Hirer; whether the credit provider is a licensee; (d) purpose or in accordance with Allstar's instructions or the manufacturer's instructions; or cocurs to the Vehicle whilst it is located, used, loaded, unloaded, transported on or over water, wharves, bridges, or vessels of any kind, or has been caused by a lack of lubrication or a failure to service or properly maintain the Vehicle; or has been caused by a collision with a bridge, carpark, awning, gutter, tree, or any other overhead structure or object due to insufficient clearance; or has been caused by the overloading of the Vehicle or any components thereof; or whether the death provider is a licensee; type of consumer credit; details concerning the Hirer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount (e) date of commencement/termination of the credit account and the amount requested); advice of consumer credit defaults (provided Allstar is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Hirer no longer has any overdue accounts and Allstar has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (f) (f) 21.3 (g) exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Allstar makes no warranties or other representations under these terms and conditions including but not limited to the quality or substitivity of the Vehicle. Allstar's liability in respect of these warranties is limited to the fullest extent permitted by (h) 21.4 unered; or is to motors, or other electrical Vehicle or components within the Vehicle caused by electrical overload, a surge in current or the use of under rated or excessive lengths or extension leads with the electrical Vehicle, or is caused by exposure to any caustic or corrosive substance, such as cyanite, sait what; and etc.; or (i) (g) primeths; hat, in the opinion of Allstar, the Hirer has committed a serious credit infringement, advice that the amount of the Hirer's overdue payment is equal to or more than one hundred and fifty dollars (\$150). The Hirer shall have free right to request (by e-mail) from Allstar: (a) a copy of the Personal Information in Correct Personal Information; and (j) 21.5 taw. If the Hirer is a consumer within the meaning of the CCA, Allstar's liability is limited to the extent permitted by section 64A of Schedule 2. the extent remitted by section 64A of Schedule 2. If Allstar is remitted to rectify, resupply, or pay the cost of re-supplying any services or Vehicle under this clause or the CCA, but is unable to do so, then Allstar may refund any money the Hirre has paid for the services or Vehicle but only to the extent that such refund shall take into account the value of my services or Vehicle and consumables which have been provided to the Hirrer which were not defective. If the Hirrer is not a consumer within the meaning of the CCA, Allstar's liability for any defect or damage in the services or Vehicle is: (k) (l) (m) (n) 21.6 is caused by vandalism; or is to tyres or tubes; or is to glass; or is to glass; or is caused by the willful actions of the Hirer, their employees, sub-contractors 24.9 or agents; or the driver of the Vehicle is under the influence of alcohol or any drug that (o) 21.7 the right to request use Austra Cortex any intortex restrain inflormation (b) that Allstar does not disclose any Personal Information about the Hirer for Allstar will destroy Personal Information upon the Hirer's request (by e-mail) or if it is no longer required unless it is required in order to fulfill the obligations of this Contract or is required to be maintained and/or stored in accordance with the law e-mail. Allstar will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thin they (30) days of receipt of the complaint, to the event that the Hirer is not satisfied with the resolution provided, the Hirer can make a complaint to the Information Commissioner at www.oaic.gov.au. defect or damage in the services or Vehicle is: (a) limited to the value of any express warranty provided to the Hirer by Allstar at Allstar's sole discretion; affects their ability to drive the Vehicle; or the Vehicle is in an unsafe or un-roadworthy condition that arose during the course of the Hire and that caused or contributed to the damage or loss, and (p) at Allstar's sole discretion; (b) limited to any warranty to which Allstar is entitled, if Allstar did not mainfacture the Vehicle; (c) cherwise negated absolutely. Notwithstanding dauses 21.1 to 21.7 but subject to the CCA, Allstar shall not be liable for any deflect or damage which may be caused or partly caused by, or arise as a result of: 24.10 course of the Hire and that caused or contributed to the damage or loss, and the Hifer of driver was aware of or ought to have been aware of the unsafe or un-roadworthy condition of the Vehicle; or or un-roadworthy condition of the Vehicle is operated in any race, speed test, rally, or contest, or on any closed road or non-public roadway; or the Hirer is not a body corporate or department of State, and the Vehicle is driven by any person other than the Hirer and any other person named on the front of this Contract, or 24 11 (q) 21.8 (r) the Hirer failing to properly maintain or store any Vehicle; the Hirer interfering with the Vehicle in any way without Allstar's written approval to do so. Vehicle for any purpose other than that for which it was designed. The third without the store of the Vehicle after any defect became apparent to the third that the become apparent to a reasonably prudent operator or user; the Hirer failing to follow any instructions or guidelines provided by Allstar; fair wear and tear, any accident, or act of God. (a) (b) the front of this Contract, or the Vehicle is driven by any person who at the time when they drove the Vehicle is disqualited from holding or has never held a driver's licence appropriate for that Vehicle, or the Vehicle is willfully or recklessly damaged either by the Hirer, or any other person named on the first of this form, or any person driving the Vehicle the Vehicle becomes bogged or stuck on tidal zones, waterways, beaches, or on unsaled for droads or fracks, or the Vehicle is operated outside the term of the Hire or any agreed extension of that term. (s) **25.** 25.1 Service of Notices Any written notice given under this Contract shall be deemed to have been given and received: (c) (t) received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract; by sending it by registered post to the address of the other party as stated in this Contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; (e) Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered. (d) (u) (e) (f) (v) Cancellation Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("the Breaching Party") the other party may suspend or terminate the supply of Vehicle on hire to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party shall be liable for any costs associated with a party suspending/cancelling the Contract under this clause 22.1. If Allstar, due to reasons beyond Allstar's reasonable control, is unable to deliver any vehicle to the Hirer. Allstar may cancel any Contract to which these thems and conditions of the party of of that term **22.** 22.1 Cancellation of that term, acknowledges and accepts that: Personal Accidental/Medical Insurance is not provided under these terms and conditions and that it is the responsibility of the Hirer to seek independent advice and insurance if so desired; it's the Hirer's responsibility to ensure that any personal items carried in or on the vehicle are insured adequately or at al. Allstar shall have no liability 15.8 25.2 delivered. (b) Trusts If the Hirer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any frust or as an agent for a frust ("Trust") then whether or not Allstar may have notice of the Trust, the Hirer covenants with Allstar as follows: (a) the Contract extends to all rights of indemnity which the Hirer now or subsequently may have against the Trust, the trustees and the trust fund; (b) the Hirer has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust do not purport to excide or take away the right of indemnity of the Hirer against the Trust, the trustees and the furst fund. The Hirer will not extended not high might perjudice that right of indemnity or be a party to any other action which might perjudice that right of indemnity or the Hirer will not during the term of the Contract without consent in writing of Allster (Allstar will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) Indemnity of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or any resettlement of the Hirer as trustee of the Trust; (c) It's the ritles' stesponsativity to ensure that any presonal relative scale or in on the vehicle are insured adequately or at all. Alistar shall have no liability to the Hirer whatsoever in respect of such property; and admage to or loss involving the Vehicle shall be reported to Allstar (and Police or other proper authority where applicable) and a damagetodision report must be returned to Allstar within twenty-four (24) hours of such notification. Where applicable, the Hirer shall provide Allstar, all paperwork including, but not limited to summons, complants or other paperwork in relation to any loss that may be a requirement of Allstar's insurer in the event relation to any loss that may be a requirement of Allstar's insurer in the event where the Hirer declines the LTD Water provided by Allstar, the Hirer acknowledges by signing this Contract that the Vehicle is hired at the Hirer's sole risk and accepts that they shall be liable to Allstar for any loss of, or damage to, the Vehicle (howsever arising) plus any consequental loss incurred by Allstar. Furthermore, the Hirer acknowledges and agrees by the signature on the front of the Vehicle Hire agreement from that they have no insurance cover whatsoever under this Contract mespect of any damage, injury, or loss caused to any person or property. Where the Hirer nominates their own insurance company for cover them the Hirer shall provide to Allstar proof and currency of policy prior to the commencement of the hire. **26.** 26.1 22.2 22.3 15.9 22.4 15.10 15.11 Hirer's Liability The Hirer acknowledges and agrees that if an insurance claim is declined for any reason that they shall be liable for all damage to, or loss of, the Vehicle plus any consequential loss incurred by Alistar. Any excess applied (plus GST) shall be for each and every claim. Window glass damage or breakage also carries a separate excess. Such amounts will be collected as part of the total amount due under this Contract. cancellation received up to 91 days before the Hire date. Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per callendr month (and at Alistar's sole discoverion such interest shall compound monthly at such rate) after as well as before any judgment of the Hire rowes Alistar any money, the Hirer shall indemnify Allstar from and against all costs and discoursed; and/or (b) with would be incurred and/or (c) for which by the Hirer would be liable; in regard to legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under these terms and conditions, internal administration fees, Allstar's contract fees owing for breach of these terms and conditions, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees. Further to any other rights or remedies Allstar may have under this Contract, if the Hirer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Allstar under this clause 23 where it can be proven that such reversal is found to be lilegal, fraudulent or in contravention to the Hirer's obligations under this Contract. General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from the Contract, and the validity, existence, legally and enforceability of the remaining provisions shall not be effected, prejudiced or impaired. The end of the remaining provisions shall not be effected, prejudiced or impaired. The end of the remaining and are subject to the jurisdiction of the Perth Courts in that state. Allstar may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Hirer's consent provided the assignment does not cause detriment to the Hirer. **27.** 27.1 **23**. 16.2 Allstar's Obligations Allstar shall supply the Vehicle in a safe and roadworthy condition with the seal of the odometer unbroken 23.2 **17.** 17.1 27.2 odorniere unbroken. Allstar shall be responsible for all ordinary and extraordinary costs of running the Vehicle during the term of the Hire except to the extent that by the terms of this Contract those costs are payable by the Hirer. 17.2 Contract without the Hirer's consent provided the assignment does not cause detriment to the Hirer. The Hirer cannot assign or licence without the written approval of Allstar. The Hirer cannot assign or licence without the written approval of Allstar. Allstar may elect to subcontract out any part of the provision services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Hirer agrees and understands that they have no authority to give any instruction to any of Allstar's sub-contractors without the authority of Allstar. The Hirer agrees that Allstar may amend their general terms and conditions for subsequent future contracts with the Hirer by disclosing such to the Hirer in writing. These changes shall be deemed to take effect from the date on which the Hirer accepts such changes, or otherwise at such time as the Hirer makes a further request for Allstar to provide Vehicle on hire to the Hirer. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, loc-cout, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government grower or embargo, including but not limited to, any Government or apply to a failure by the Hirer to make a payment to Allstar, once the parties agree that the Force Majeure evert has ceased. Mechanical Repairs and Accidents If the Vehicle is damaged, or requires repair or salvage, whether because of any accident or breakdown, the Hirer shall advise Allstar of the full circumstances as soon as **18.** 18.1 27.4 27.5 or breakdown, the hitter strain auruse manage of the control of the productable. The Hitrer shall not arrange or undertake any repairs or salvage without the authority of Allstar except to the extent that the repairs or salvage are necessary to prevent further damage to the Vehicle or to other property. The Hitrer shall ensure that no person shall interfere with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, braking, or suspension systems of the Vehicle. 23.3 18.2 27.6 18.3 fourier to be inegal, inauturent or in contravention to the inter's congations order ins-contract. Without prejudice to Allstar's other remedies at law Allstar shall be entitled to cancel all or any part of any order of the Hirer which remains unperformed and all amounts owing to Allstar shall, whether or not due for payment, become immediately payable in the event that: 23.4 Personal Property Securities Act 2009 ("PPSA") In this clause linancing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Hirer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Vehicle that has previously been supplied and that will be supplied in the future by Allstar to the Hirer. The Hirer undertakes to: **19.** 19.1 any money payable to Allstar becomes overdue, or in Allstar's opinion the Hirer will be unable to meet its payments as they fall due or the Hirer has exceeded any applicable credit finity provided by Allstar; the Hirer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Hirer or any asset of the Hirer. eve (a) 19.2 the Hirer to make a payment to Allstar, once the parties agree that the Force Majeure event has ceased. Both parties warrant that they have the power to enter into this Contract and had been decreased and that this Contract creates binding and valid legal obligations on them. The rights and obligations of the parties will not merge on completion of any transaction under this Contract death of they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this flag of the parties will not be the parties of the parties will not the standard them to the document entered, for the purpose of, implementing any transaction under this flag of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract. 19.3 27.8 Indertakes to: promptly sign any further documents and/or provide any further information (such information to exomplete, accurate and up-to-date in all respects). Which Allstar may reasonably require to: register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities. (d) 27.9 Privacy Policy All emails, documents, images or other recorded information held or used by Allstar is Personal Information, as defined and referred to in clause 24.3, and therefore considered Confidential Information. Allstar acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privary Act 1988 (the Act) Induding the Part III Co of the Act being Privacy Amendment (Notifiable Data Breaches). Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area (*EEA*), under the EU Data Privacy Laws (Including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). (i) **24.** 24.1

Register; register any other document required to be registered by the PPSA;

or correct a defect in a statement referred to in clause 19.3(a)(i) or 19.3(a)(ii): indemnify, and upon demand reimburse, Allstar for all expenses incurred in registering a financing statement or financing change statement on the

(ii)

27.10