



ON MISSION SINCE 1883

ESA is an interdenominational Christian organisation that works in partnership with communities, individuals, families, organisations, agencies, denominations and local churches. Though the scope of the work & ministry of ESA is broad, the one thing that is at the core of each activity is to present the Gospel of Jesus Christ.

Vehicle Hire Agreement

Table of Hire Charges

Mazda T3000 22 seater : Bus			
Length of time	Daily Rate	33c/km after	Excess
Up to 5 hours	\$60	100km	\$2000
Full day (24hrs)	\$120	300km	
3 days or more	\$110 per day	600km	
5 days or more	\$100 per day	800km	

*all prices exclude, fuel, GST, toll roads and parking fees

Toyota Hiace 12 seater : Bus			
Length of time	Daily Rate	33c/km after	Excess
Up to 5 hours	\$60	100km	\$2000
Full day (24hrs)	\$120	300km	
3 days or more	\$110 per day	600km	
5 days or more	\$100 per day	800km	

*all prices exclude, fuel, GST, toll roads and parking fees

Application Instructions:

Please fill in the booking request form, scan and then email to esa@esa.org.au, and Cc dave@esa.org.au, no later than one week prior to desired hire date. On receiving the form, ESA will calculate an estimated final cost and invoice 25% of that estimated cost as a non-refundable deposit for your hire. Only when deposit payment is received, will your booking be confirmed and this agreement become binding. When the hire period ends a final invoice will be calculated minus the deposit, as outlined in the hire charge table, and sent to you to be paid within two weeks.

Booking request form

Booking details:

Today's Date: ___/___/___ Booking Group: _____
Booking made by (Full name): _____ Contact No.: _____
Contact Email: _____

Driver details:

Primary Driver: _____ Age: ___ Contact No. during hire: _____
Address: _____ License No.: _____
Email: _____

Hire details:

Vehicle being hired (Please circle): 22 Seater 12 Seater
Hire Start/Pick up (Time & Date): ___:___ AM/PM ___/___/___
Hire Finish/Return (Time & Date): ___:___ AM/PM ___/___/___
Purpose of hire: _____
Starting destination: _____
Intended Destination: _____ Estimated distance (include return): _____ km

I have read and accept the terms and conditions regarding ESA's hire agreement: Yes / No

I understand that ESA does not accept any liability arising from the hire: Yes / No

I understand that the estimated cost is an estimate & I am obligated to pay the actual cost, which will be calculated on return based on the table of costs above: Yes / No

I have attached a copy of the certificate of currency as proof of public liability insurance: Yes / No

Name of person responsible for the vehicle: Signature of person responsible for the vehicle: _____
_____ Date: ___/___/___



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Terms and conditions of hire

ESA

ESA is an interdenominational Christian organisation that works in partnership with communities, individuals, families, organisations, agencies, denominations and local churches. Though the scope of the work & ministry of ESA is broad, the one thing that is at the core of each activity is to present the Gospel of Jesus Christ.

Interpreting hire agreement

The hire agreement between ESA and you, is made on the date shown on the hire agreement form you have signed, and is made up of that hire document and these terms and conditions.

In these terms and conditions:

1.1 Authorised Driver

- Your spouse; or
- Your employer or fellow employee, if either is engaged in activities that are incidental to your business or organisational duties
- An authorised driver *must* also be between the ages of 25 and 75

1.2 Excess amount means the amount shown as the excess amount on the hire agreement

1.3 Overhead damage means damage to the vehicle or property of any third party caused by the vehicle coming into contact with anything above the top of the door seal and the top of the front and back windscreen

1.4 Hire charges means the fees, costs, amounts and charges specified on the hire agreement and ending on the date that you return the vehicle to ESA

1.5 Underbelly damage means damage to the vehicle caused by the vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars

1.6 Vehicle means the vehicle described on the hire agreement and includes its parts, components, keys, remote opening devices, any tag or device for paying electronic tolls, all accessories and contents supplied by ESA

1.7 You or your refers to the person(s) with whom the hire agreement is made

Driver

2.1 You agree and acknowledge that:

- a) Only you or an authorised driver will drive the vehicle;
- b) You and any authorised driver hold a current license (not being a learner's license or a provisional license) to drive the vehicle and have been licensed to drive vehicles of the same category as the vehicle for at least 12 consecutive months; and
- c) You or any authorised driver is between the ages of 25 and 75 years old

2.2 You are responsible for the acts and omissions of an authorised driver or any other person you allow to drive the vehicle

Where you can and cannot drive the vehicle

3.1 You and any authorised driver must only use the vehicle:

- a) On a road which is properly formed and constructed as a sealed, metalled or gravel road

3.2 You and any authorised driver must not, unless authorised in writing by ESA, drive or take the vehicle:

- a) On beaches or through streams, dams, rivers or flood waters;
- b) Outside of Victoria, unless authorised in writing by ESA

Use of the vehicle

4.1 You and any Authorised Driver must:

- a) not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;
- b) not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the legal limit of the vehicle or the seat belt restraints provided in the Vehicle;
- c) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in Victoria;
- d) not use the Vehicle when it is damaged or unsafe;
- e) not drive the Vehicle after an accident or hitting an object (including an animal) until you have obtained ESA's approval to do so;
- f) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licenses and government requirements (to be obtained at your cost) and in accordance with the Manufacturer's Specifications;
- g) not smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time;
- h) not, without ESA'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
- i) not use the Vehicle in contravention of any law.

4.2 You must pay the Roadside Assistance Fees, and for any professional cleaning or odour extraction required because you or another person has been smoking within the Vehicle and for all parking, speeding and traffic infringements and tolls in respect of the Vehicle during the Hire Period.

Maintenance, Security and Safety

5.1 You and any Authorised Driver must:

- a) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications;
- b) fill the Vehicle with only the fuel type specified in the Manufacturer's Specifications;



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- c) keep the Vehicle locked and the keys under your or the Authorised Driver's personal control at all times; and
- d) comply with all applicable seat belt and child restraint laws

5.2 You must not have repairs to the vehicle carried out unless ESA authorises you to do so. ESA requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt to assist ESA. ESA 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 ESA cannot verify the cost of repairs, ESA will not reimburse you.

Return of vehicle

6.1 You must return the Vehicle to ESA:

- a) to the place, on the date and by the time shown on the Hire Document unless you have informed ESA of a change prior to the return date and ESA has agreed to the change; and
- b) in the same condition as it was at the commencement of the Hire Period, fair wear and tear excepted.
- c) With the same amount of fuel in the tank as there was at the beginning of the Hire Period

6.2 ESA may request the immediate return of the Vehicle, or ESA may recover the Vehicle without notice, if:

- a) the Hire Period expires without satisfactory arrangements having been made by you with ESA; or
- b) ESA reasonably suspects that:
 - i. the Vehicle may be used for an unlawful purpose;
 - ii. damage to the Vehicle, or injury to persons or property, is likely to occur; or
 - iii. the Vehicle will be involved in an industrial dispute.

6.3 If you do not return the Vehicle on the date and by the time shown on the Hire Document (or any extended date or time agreed with ESA) then:

- a) after written notice to you and if the location of the Vehicle is unknown, ESA may report the Vehicle as stolen to the Police; and
- b) You must pay ESA all Hire Charges (including additional Hire Charges) and compensate ESA for any loss ESA suffers (including all additional costs ESA incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by ESA.

Fuel

7.1 You must fill the vehicle only with the fuel type specified in the manufacturer's specifications.

Loss damage waiver, damage and loss of property

8.1 ESA does not accept any liability arising from any hire.

Subject to this clause 8, 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 any person you allow to drive the Vehicle; or
 - ii. which arises from the use of the Vehicle by you or any person you allow to drive the Vehicle.

8.2 Subject to clauses 8.3 and 8.4, ESA waives your liability under clause 8.1 for damage to, or loss of, the Vehicle and will ensure that you and any Authorised Driver are entitled to be indemnified under the ESA Insurance Policy, if:

- a) You pay the Excess Amount for each separate event involving:
 - i. damage (including hail damage) to, or loss of, the Vehicle; or
 - ii. damage to the property of any third party which is caused by the use of the Vehicle by you or an Authorised Driver

8.3 Additional amounts payable: In addition to Clause 8.2, You must always pay to ESA the following costs and fees:

- a) the cost of repairing any:
 - i. Overhead Damage or Underbody Damage;
 - ii. water damage to the Vehicle;
 - iii. damage to the Vehicle or to the property of any third party caused by a breach of clause 3, 4.1 or 5
 - iv. damage to a tyre or an Accessory not attributable to normal wear and tear; and
 - v. damage to the Vehicle or to the property of any third party caused deliberately or recklessly by you, any other driver of the Vehicle or any passenger carried during the Hire Period;
- b) the cost of replacing, if lost or stolen, an Accessory; and
- c) the cost of any professional cleaning or odour extraction incurred by ESA because you or another person has been smoking in the Vehicle during the Hire Period in breach of clause 4.1(g);

8.4

- a) For the purposes of this clause 8.4, 'Recovery Costs' means, in relation to the loss of, or damage to, the Vehicle;
 - i. any appraisal fees;
 - ii. any towing, storage and recovery costs; and
- b) If clause 8.1, 8.2 or 8.3 applies, you must pay to ESA, or ESA may debit your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending ESA's assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to your right to a refund under clause 8.5(b).



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- c) If clause 8.3 applies, and if the total of the Recovery Costs and the costs and fees that you must pay under clause 8.3 is greater than the Excess Amount (with the difference being the 'Gap Amount'), you must pay to ESA, or ESA may debit your Account with, the Gap Amount.

8.5

- a) If the amount determined by ESA and paid by you under this clause 8.5 exceeds the final cost of the loss, damage or repair, ESA will refund the difference to you.
- b) ESA will provide details to you of the final cost of the loss, damage or repair on request by you.

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 ('Incident'), or where damage or loss is sustained to the Vehicle or the property of any third party, you must ensure that you or any Authorised Driver:

- a) promptly reports the Incident to the local police (if required by law);
- b) promptly reports the Incident in writing to ESA;
- c) not, without ESA's prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident;

Payment

10.1 At the end of the Hire Period, you must pay ESA all Hire Charges;

- a) any amount paid or payable by ESA or you to any person arising out of your use of the Vehicle or imposed on you or ESA by any government or other competent authority;
- b) the replacement cost (as reasonably determined by ESA) for a lost or stolen Accessory; and
- c) any amount for which you are liable to ESA under the Hire Agreement, in respect of a breach of the Hire Agreement or otherwise. ESA will provide details to you of any amount payable under this clause 10.1.

10.2 Each Hire Charge calculated and invoiced to you at the time of the return of the Vehicle is subject to subsequent verification by ESA. If a Hire Charge is to be adjusted, ESA will provide details to you if ESA has your contact details.

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

- a) one day's Hire at the 'daily rate' shown on the Hire Document; plus
- b) the amount payable for the number of kilometres, as shown on the Hire Document, driven during the Hire Period.

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

10.5 You authorise ESA to charge all amounts payable to ESA under the Hire Agreement to your Account.

10.6 If you pay your Hire Charges by debit card, you acknowledge that it may take up to 7–10 business days for your financial institution to release any amount which has been authorised by that institution at the request of ESA under clause 10.5 which is in excess of your Hire Charges.

10.7 ESA will pay, within a reasonable time, any refund due to you by such method as ESA may reasonably choose.

Termination

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

11.2 Subject to costs outlined in clauses 6.2, 6.3 and 10.3, you may terminate the Hire Agreement at any time by returning the Vehicle to ESA.

Property in the Vehicle

12 Unless ESA or a ESA employee acting in the course of their employment is negligent, ESA is not liable to any person for any loss of, or damage to any property:

- a) left in the Vehicle after its return to ESA; or
- b) stolen from the Vehicle or otherwise lost during the Hire Period.