**BMW Group Australia Corporate Sales Vehicle Loan Agreement**



Please complete all areas highlighted in BLUE.

**Dated** Thursday, 18 January 2024

**BMW** **BMW AUSTRALIA LTD** (ABN 11 004 675 129) of 783 Springvale Road, Mulgrave, Victoria 3170

 BMW Contact Name: Claudia Morris

 Telephone: 0478 404 175

**Borrower** Name:

Company:

 Address:

**Vehicle Details**

|  |  |  |
| --- | --- | --- |
| **Model** | **Chassis No.** | **Registration No.** |
|  |  |  |

**Loan Period**

From:

To:

Mileage during Loan Period: Out:\_\_\_\_\_\_\_ In: \_\_\_\_\_\_\_\_

Vehicle Condition on Return: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Permitted Drivers**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Date of Birth** | **Licence Number/State** | **Expiry Date** |
|  |  |  |  |

**THE BORROWER AGREES TO THE TERMS AND CONDITION set out on this page and on the reverse page.**

SIGNED for and on behalf of

**BMW AUSTRALIA LTD**

in the presence of: …………………………………….. …………………………………………

Signatory Witness

…………………………………….. …………………………………………

Name of Signatory Name of Witness

SIGNED for and on behalf of

the **BORROWER**

in the presence of: …………………………………….. …………………………………………

Signatory Witness

…………………………………….. …………………………………………

Name of Signatory Name of Witness

**Terms and Conditions**

In consideration of BMW providing on loan to the Borrower, at the Borrower’s request, the vehicle set out on the front page (**Vehicle**) for the period set out on the front page (**Loan Period**), it is agreed as follows:

1. BMW shall supply the Vehicle at the commencement of the Loan Period in roadworthy condition.

2. The Borrower shall ensure that the Vehicle is only driven for the purpose of conducting a road test.

3. The Borrower shall not lend, sell or encumber the Vehicle to any person for any purpose whatsoever, except as provided in this Agreement.

4. The Borrower shall not allow any person to drive the Vehicle other than the persons named on the front page or otherwise authorised in writing by BMW (**Permitted Drivers**). All Permitted Drivers must hold a valid, full, unrestricted Australian / international driver’s licence which is not under suspension or cancellation.

5. BMW may require at any time the immediate return of the Vehicle by the Borrower.

6. At the end of the Loan Period or earlier if required by BMW in accordance with clause 5, the Borrower shall return the Vehicle to BMW, or to BMW’s nominated representative, and the Vehicle shall be deemed returned on BMW or BMW’s nominated representative acknowledging the return of the Vehicle. The Vehicle shall be returned in the same condition as the Vehicle was provided, subject to reasonable wear and tear.

7. BMW shall, at its cost, maintain compulsory third party insurance and comprehensive motor vehicle insurance in respect of the Vehicle during the Loan Period covering all Permitted Drivers (**Insurance Policy**). Any liability on the part of BMW exceeding the scope of the Insurance Policy is excluded. The Borrower and any Permitted Driver shall not use the Vehicle in any manner that breaches any term or condition of the Insurance Policy.

8. If the Vehicle is involved in an accident or damaged in any way or is stolen, the Borrower shall immediately notify BMW by contacting the BMW contact identified above and immediately provide all relevant details in writing.

9. Repairs to the Vehicle are not to be undertaken without the written consent of BMW or its appointed assessor. No modifications are to be made to the Vehicle without the prior written approval of BMW.

10. The Borrower shall ensure that the Vehicle is not:

(a) driven by any person under the influence of any drug or intoxicating substance or in whose blood there is a percentage of alcohol in excess of the legal limit in the place where the Vehicle is being driven;

(b) driven by any person incapable of driving the Vehicle for any reason;

(c) driven if the Vehicle is in an unroadworthy condition;

(d) driven on any unsealed road (excluding roads subject to roadworks), without BMW’s prior written consent;

(e) used for any race, contest or illegal purpose;

(f) used to convey passengers or goods for hire or renewal;

(g) used for any purpose other than for which the Vehicle is designed;

(h) used in excess of specified operating limitations;

(i) used to convey any load other than that for which the Vehicle was constructed or to tow any other vehicle or other item; and

(j) used to transport flammable or hazardous goods.

The Borrower acknowledges that BMW’s Insurance Policy may not cover any liability resulting from a breach of this clause.

11. The Borrower shall comply, and shall ensure that the Permitted Drivers comply, with all applicable laws, regulations, by-laws, ordinances and road rules.

12. The Borrower shall indemnify BMW for all liabilities, claims, damages, losses and expenses it suffers or incurs as a result of:

(a) any breach of this Agreement by the Borrower or any Permitted Driver; and

(b) any negligence or wilful act or omission of the Borrower or any Permitted Driver,

except to the extent that any liability, claim, damage, loss or expense is caused by the negligence of BMW.

13. Without limiting the Borrower’s liability under clause 12, if any damage or loss is caused to or by the Vehicle during the Loan Period which, in the reasonable opinion of BMW, was caused or contributed to by the Borrower or Permitted Driver, the Borrower shall reimburse BMW on demand the amount being the lesser of BMW’s insurance excess of $3,000 and the actual repair costs.

14. The Borrower agrees that BMW is not liable for any direct or indirect damage, loss or expense arising from the Borrower’s or any Permitted Driver’s use of the Vehicle howsoever caused while the Vehicle is in the custody of the Borrower or any Permitted Driver, except to the extent caused by a breach by BMW of clause 1, and the Borrower releases BMW from any claim for such damage, loss or expense.

15. **The Borrower shall pay for any fees, fines, penalties and tolls incurred whilst the Vehicle is in the custody of the Borrower or any Permitted Driver.**

16. This Agreement may only be altered in writing signed by each party.

17. This Agreement constitutes the entire agreement of the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter.

18. If any provision of this Agreement is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain legal, valid and enforceable.

19. Failure or delay by either party to exercise or enforce any right or benefit conferred by this Agreement, shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

20. This Agreement is governed by the laws applicable in Victoria.