

Terms and Conditions

In consideration of INSIDE EDGE 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. INSIDE EDGE 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 INSIDE EDGE (**Permitted Drivers**). All Permitted Drivers must hold a valid, full, unrestricted Australian / international driver's license which is not under suspension or cancellation.
 5. INSIDE EDGE 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 INSIDE EDGE in accordance with clause 5, the Borrower shall return the Vehicle to INSIDE EDGE, or to INSIDE EDGE's nominated representative, and the Vehicle shall be deemed returned on INSIDE EDGE or INSIDE EDGE'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. INSIDE EDGE 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 INSIDE EDGE 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 INSIDE EDGE by contacting the INSIDE EDGE 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 INSIDE EDGE or its appointed assessor. No modifications are to be made to the Vehicle without the prior written approval of INSIDE EDGE.
 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 INSIDE EDGE'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 INSIDE EDGE'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 INSIDE EDGE 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 willful 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 INSIDE EDGE.
 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 INSIDE EDGE, was caused or contributed to by the Borrower or Permitted Driver, the Borrower shall reimburse INSIDE EDGE on demand the amount being the lesser of INSIDE EDGE's insurance excess of \$1,500 and the actual repair costs.
 14. The Borrower agrees that INSIDE EDGE 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 INSIDE EDGE of clause 1, and the Borrower releases INSIDE EDGE 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.