

CoxEmpire Subscription Agreement

This Subscription Agreement (the **Agreement**) is a binding legal agreement entered into between CoxEmpire Pty Ltd and the person identified as the Customer below. The Agreement comprises this Order form, the attached General Terms and Conditions, the Vehicle checklist and the Photo and Media Consent Form.

Order

PARTIES			
CoxEmpire		Customer	
Name	CoxEmpire Pty Ltd (ACN 660 953 597)	Name (including ACN if applicable)	
Address	393A Forest Road Penshurst NSW 2222	Address	
Phone	0450 840 544	Phone	
Email	info@coxempire.com	Email	
Working Hours	9am-5pm Monday to Wednesday Thursday to Saturday by Appointment Only	Copies	☐ Driver license ☐ credit card ☐ passport
Driver License details	State: DL Number: DL Card Number: Expiry Date:	Emergency Contact	Name: Number: Email:
Date of Birth			
Vehicle			
Year/Make		Model	
Rego		Mileage	
VIN		Weekly km limit	1,500km per week. Charge of \$0.10 per excess km.
E-Tag Provider		E-Tag Account:	E-Tag Number:
Roadside Assistance	Included	Insurance Fee \$ weekly Servicing Fee \$ weekly	Comprehensive & Servicing included. We will collect and pay on your behalf.
Subscription Start Date		Subscription Term	208 weeks (as may be extended under clause Error! Reference source not found.)
COMMERCIAL TERMS			
Subscription Fee	\$ /week	Standard Security Deposit	\$2000 cash/transfer
Rego and CTP Fee	\$ /week	Purchase Price	\$1
Pay to	CoxEmpire Pty Ltd	BSB: 063 097	ACC: 74326130
ACCEPTANCE OF CONTRACT			

CoxEmpire Pty Ltd

Customer

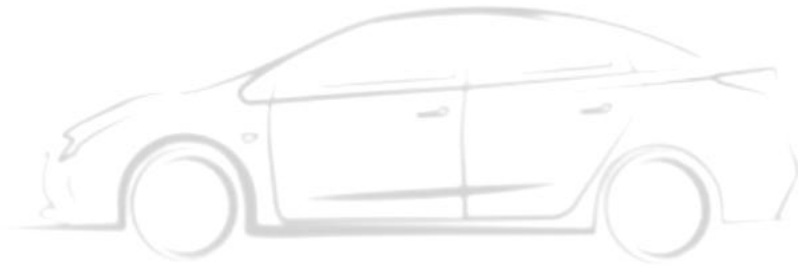
Signature

Signature

Date

Date

RETURN OF VEHICLE			
Date and time		Mileage	
Signed CoxEmpire Pty Ltd	x	Signed Customer	x



CoxEmpire

Personal Guarantee

If the Customer is a corporate entity, then CoxEmpire requires this Personal Guarantee to be executed by an individual acting as a guarantor.

Guarantor	
Name	
Address	
Phone	
Email	

All capitalised terms in this Personal Guarantee have the same meaning as in the General Terms and Conditions.

1 Guarantee and indemnity

- 1.1 In consideration of CoxEmpire consenting to provide the Vehicle to the Customer, each person signing this Personal Guarantee (Guarantor) unconditionally and irrevocably guarantees all of the Customer's obligations (including the payment of all monies) under all sections of this Agreement.
- 1.2 If the Customer defaults in the payment of any money under this Agreement, the Guarantor must on demand immediately pay CoxEmpire the outstanding amount.
- 1.3 If the Customer fails to perform or observe any of its other obligations under this Agreement, or if the Customer suffers any loss or liability whatsoever as a result of the Customer's actions, the Guarantor must on demand immediately indemnify, keep indemnified and compensate CoxEmpire for that failure without any limitation.

2 Acknowledgement

The Guarantor acknowledges and agrees that:

- 2.1 the obligations of the Guarantor under this Personal Guarantee are continuing obligations which will not be affected by any matter or thing (including without limitation, part payment or part performance by the Customer); and
- 2.2 the liability of the Guarantor to CoxEmpire under this Personal Guarantee will not be affected or discharged by any matter or thing including (without limitation):
 - (a) CoxEmpire granting to the Customer or the Guarantor any time or other indulgence;
 - (b) any lack of power by the Guarantor to give the guarantee and indemnity under this Personal Guarantee either in its own right or in the capacity in which it is purporting to act;
 - (c) any compromise or settlement entered into between CoxEmpire and the Customer (including CoxEmpire agreeing not to sue the Customer);
 - (d) any party becoming insolvent or placed in liquidation, administration, receivership or wound up in any way;
 - (e) any other event, act, neglect, omission, or default on CoxEmpire's part as a result of which the Customer's or the Guarantor's liability to CoxEmpire would, but for this provision, have been affected or discharged; or
 - (f) the obligations of the Guarantor under this Personal Guarantee are principal obligations and will not be treated as ancillary or collateral to any other obligation.

Signature

Date

Guarantor

.....

.....

General Terms and Conditions

These General Terms and Conditions accompany the Order to constitute the Subscription Agreement between you and CoxEmpire Pty Ltd (ACN 660 953 597). The Subscription Agreement constitutes a binding legal agreement. Please read the General Terms below carefully.

1 Definitions

- 1.1 In these General Terms and Conditions, the following capitalised terms have the following meaning
- (a) **Agreement** means the agreement between you and us, which incorporates these General Terms, the Personal Guarantee (if applicable) and the Order.
 - (b) **Order** means the cover page which sets out the commercial terms of your hire of a Vehicle from us, and constitutes part of this Agreement.
 - (c) **Subscription Fee** means the fee set out in the Order which you must pay to us in exchange for hiring the Vehicle.
 - (d) **Vehicle** means the vehicle identified in the Order.
 - (e) **We, us, our** means CoxEmpire Pty Ltd (ACN 660 953 597).
 - (f) **You** means any person who contracts to hire a Vehicle with us.

2 Agreement

- 2.1 These General Terms apply each time you enter into any transaction with us, including hiring any Vehicle.
- 2.2 We may amend or modify these General Terms at our sole discretion and at any time on notice to you. Any amendments are effective 30 days after notice to you. If you have any objections to the amendments you may terminate this Agreement on 14 days' notice. Your continued use of the Vehicle indicates your acceptance of the General Terms as amended.
- 2.3 These General Terms will prevail over any other terms or agreement between you and us.
- 2.4 We suggest that you carry, or have access to, a copy of these General Terms all times while using the Vehicle.
- 2.5 The commercial arrangements for your hire of the Vehicle from us are set out in the Order signed by you. If there are any changes to your personal details in the Order, you must notify us immediately.

3 Use of the Vehicle

- 3.1 On and from the Rent Start Date, we lease to you the Vehicle until the Rent End Date at the Subscription Fee and on the terms and conditions contained in this Agreement.
- 3.2 You acknowledge that:
- (a) you have all necessary licences (and such licences are current and not suspended in any way) and to drive the Vehicle in the state of New South Wales, and you are aware of current road rules. In case of holding non-NSW driver license, you acknowledge that you have checked with Roads and Maritime Services, that you are authorised to drive the Vehicle in the state of New South Wales;
 - (b) your use of the Vehicle is absolutely at your own risk;
 - (c) you must only operate the Vehicle in a proper manner and in compliance with all applicable laws and regulations including road rules;
 - (d) you must at all times, and ensure your passengers, use a fitted seatbelt. All children and infants should be in a properly fitted child or infant seat that meets the requirements of the applicable state or territory law;
 - (e) you will not do anything that will void or compromise the insurance of the Vehicle;
 - (f) you are obligated to inspect the Vehicle prior to the commencement of the Subscription period. If you do not believe you have sufficient knowledge and expertise to tell whether the Vehicle is in good working condition, you are permitted to, and it is entirely your responsibility and duty, to have the Vehicle inspected by a sufficiently qualified in NSW and experienced person. By continuing to use the Vehicle, you are deemed to:
 - (i) acknowledge that the Vehicle is in good working order and accept full responsibility for technical condition of the Vehicle including all its parts and elements; and
 - (ii) release us from any claim howsoever related to the technical or working order of the Vehicle, or anything which could have reasonably been discovered during an inspection by a competent professional.
 - (g) you must conduct the following check on the Vehicle prior to use: tyre pressures, all lights, horn, brake operation, dash for all warning lights of the Vehicle, check if there are any leaks, loose bolts, screws or nuts or bent parts and conduct a visual inspection of the whole Vehicle. You must also check the oil level regularly (at least once a month), and obtain an electronic version of Vehicle user manual;
 - (h) you must not allow any other person to drive the Vehicle. If any other person drives the Vehicle, you will be responsible for all of their actions as if it was you driving the Vehicle. This clause is not to be interpreted as permitting any other person to drive the Vehicle;
 - (i) you must keep the Vehicle secure and the keys under your personal control at all times and not leave the Vehicle unlocked and unattended at any time;
 - (j) you must only use the Vehicle on sealed roads and only in NSW. The only permitted exceptions are where minimal exposure to car parking, driveways, tourist parking spots and road works closely connected to sealed roads. You must not use Vehicle off sealed roads or on unsealed roads, on beaches or through streams, rivers, creeks, dams, floodwaters or through snow.
- 3.3 You warrant that you have sufficient capacity to enter into this Agreement, to pay all Subscription Fees, and to pay for any damage or repair occasioned to the Vehicle;
- 3.4 You must not:
- (a) allow the Vehicle to be used to tow or push anything;
 - (b) carry any more than the passengers the Vehicle is built for, or carry a greater load than that for which the Vehicle was built (refer to Vehicle's user manual);
 - (c) be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the applicable state or territory, and subject to the state or territory laws and you must not do or take anything that may adversely affect your ability to operate the Vehicle;

- (d) without the prior consent of us, allow the Vehicle to be used to carry passengers for payment or reward of any kind;
 - (e) use the Vehicle when it is damaged or unsafe;
 - (f) use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;
 - (g) use the Vehicle in contravention of any law; and
 - (h) carry any animal or pet in the Vehicle.
- 3.5 You must not, and ensure any passenger does not, smoke, vape or consume food in the Vehicle. We reserve the right to charge you \$250 to clean or remove odours from smoking, vaping or eating in the Vehicle.
- 3.6 You are responsible for all tolls. You should ensure that the E-Tag is always fitted to the windscreen and you are responsible for ensuring the E-Tag Account has sufficient funds to cover the toll charges. We will charge an administration fee of \$10 per toll on top of the toll charge and any late payment fees if we have to pay/transfer any tolls on your behalf. You will pay all such fees or charges to us promptly on demand.
- 3.7 You are responsible for all parking and speeding fines, plus a \$45 administration charge per parking fine. You will pay all such fines or charges to us promptly on demand.
- 3.8 You must not drive the Vehicle if we so direct you, but we will not do so without reason.

4 Ownership of the Vehicle

- 4.1 During the Subscription Term we are the sole owners of the Vehicle and nothing in this Agreement creates a transfer of ownership. You consent to our use of a tracking device in the Vehicle which we require to protect our ownership interest in the Vehicle. It is a condition of this Agreement that you do not remove or disable the tracking device. We will disable or remove the tracking device, or you can if you prefer, on the transfer of title to you.
- 4.2 You must not without our prior written consent, remove, change, alter or deface any name, name plate, identification number, trademark or any other identifying mark or number on the Vehicle.
- 4.3 You must notify any person seizing the Vehicle of our ownership of the Vehicle and must give immediate written notice to us of such seizure.
- 4.4 You must not without our prior written consent:
- (a) agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle; or
 - (b) conceal or alter the Vehicle or make any addition to the Vehicle.
- 4.5 Please note, our finance partners may have rights over the Vehicle under a finance agreement with us, including to register its interests on the Personal Property Securities Register (PPSR) and to repossess the Vehicle if we become insolvent. Your rights are subordinate to any finance partner's rights. In the event that a finance partner recovers possession of the Vehicle then you will be given at least 14 days' notice that the lease is at an end and you will be entitled to repayment of any pre-paid lease Subscription Fees.
- 4.6 **Obligation to purchase the Vehicle**
- (a) The Customer shall be obligated at the end of the Subscription Term (as may be extended), to purchase the Vehicle by:
 - (i) giving a written notice in this regard to CoxEmpire (Notice of Purchase); and
 - (ii) paying the Purchase Price to CoxEmpire. Upon receipt by CoxEmpire of the Purchase Price CoxEmpire shall sell the Vehicle to the Customer.
 - (b) Risk in the Vehicle passes to you the day after the Subscription Term ends. The parties shall complete all required paperwork to transfer ownership of the Vehicle to the Customer.

5 Service, Maintenance and Tyres

- 5.1 Roadside assistance is included and details are provided in the Vehicle. Please contact Roadside assistance immediately if there is a warning light shown on the Dashboard.
- 5.2 We will arrange servicing of the Vehicle in accordance with the recommended schedule of servicing, and cover the cost for all scheduled services during the Subscription Term.
- 5.3 Any damage or mechanical issues caused by your failure to adhere to the service schedule shall be at your own cost.
- 5.4 You are responsible for all costs (including transport) related to tyre punctures or damage, including damage to the spare tyre. You must use a reputable tyre service provider. If a replacement tyre is required then it should be of the equivalent quality (in our sole but reasonable opinion) as the damaged tyre.
- 5.5 We do service every 20,000 kms.

6 Damage to Vehicle

- 6.1 In case of total malfunction (namely, the Vehicle is unsafe or impossible to use) you must:
- (a) If possible, park the Vehicle in safe, legal and charge free place;
 - (b) lock and take the key with you;
 - (c) immediately call us using our contact details. If we do not pick up then please send an email with your name, the Vehicle's rego and description of what is wrong with the Vehicle. In case of emergency we may be contacted any time but we are not obliged to answer or provide any help outside our Working Hours set out in the Order; and
 - (d) deliver the key to us (unless we agree otherwise).
- 6.2 If the total malfunction is caused by:
- (a) flat or damaged tyre; or
 - (b) flat battery,
- you must report it to us immediately and must take all appropriate action, including but not limited to:
- (c) arranging for transport; and

(d) if we agree, directly arrange for repairs/replacements,

at your own cost, in order for the Vehicle to be able to start again. Tyres and batteries can be repaired/charged or replaced only by licensed tyre/battery service. Confirmation of these replacements or repairs must be provided to us by way of a receipt. We may assist in finding solutions in relation to transport, but always at your own cost.

6.3 If you lose the key to the Vehicle, you must arrange a meeting with us for a replacement key to be made, and you will be liable for a \$650 replacement key fee.

6.4 You are responsible for all bodywork and internal damage not covered by insurance, and any excess payment to the insurer for bodywork or internal damage. You must inform us immediately of any damage suffered and allow us to inspect the Vehicle before and/or after the damage is repaired. Compliance with this clause is a material condition of this Agreement, and breach of it allows us to terminate immediately on notice.

7 Fees

7.1 You must pay us the Subscription Fee in accordance with the payment terms set out in the Order, subject to the Payment Method Discount below and any rights you have under applicable law. Except for that discount or a deduction required or permitted by law, you must pay without setoff or deduction.

(a) The Standard Subscription Fee specified in the Order is the full subscription price payable by you. It is inclusive of GST and applies regardless of your selected payment method, except where you qualify for the Payment Method Discount described below.

(b) We may offer you a Payment Method Discount in the amount specified in the Order when you pay the Subscription Fee by (i) bank transfer or direct deposit into our nominated bank account; or (ii) cash paid at our office during its published business hours.

(c) To qualify for the Payment Method Discount, the full discounted amount must be received by us in cleared and identifiable funds no later than 4:00 pm (Sydney time) on the applicable payment due date.

(d) Where you qualify for the Payment Method Discount, the amount payable is the Standard Subscription Fee less the discount amount specified in the Order.

(e) Card payments do not qualify for the Payment Method Discount. If you pay by debit card, credit card or another card-based payment method, the Standard Subscription Fee specified in the Order applies. We will not impose a separate card surcharge on that payment.

(f) The Payment Method Discount is a reduction from the Standard Subscription Fee agreed to and prominently displayed in the Order. If you do not qualify for the discount, that Standard Subscription Fee remains payable. No additional amount is charged merely because you pay by card.

(g) If you initiate payment before the due date, you remain responsible for ensuring that we receive it in cleared and identifiable funds by 4:00 pm (Sydney time) on the due date. We may request reasonable evidence of payment while the transfer is being identified.

(h) If payment is not received by the required deadline or is made using an ineligible payment method, the Standard Subscription Fee remains payable. Any applicable late-payment fee is calculated separately in accordance with this Agreement and applicable law.

(i) Before you enter into this Agreement, we will clearly disclose in the Order the Standard Subscription Fee, the Payment Method Discount and the discounted amount payable. The full Standard Subscription Fee will be displayed at least as prominently as the discounted amount.

(j) The Standard Subscription Fee and Payment Method Discount will not change during a fixed Subscription Term unless we and you agree to the change in writing. This requirement prevails over any general variation provision in this Agreement.

(k) Upon expiry of the Subscription Term, we may offer to renew or extend this Agreement at our then-current Standard Subscription Fee and Payment Method Discount. Any revised pricing must be disclosed before the renewal or extension takes effect and recorded in a new Order or written renewal agreement accepted by both parties.

7.2 Any Subscription Fee paid by you is strictly non-refundable unless we determine otherwise, on a case by case basis and in our absolute discretion. This clause does not exclude any refund or other remedy required by applicable law.

7.3 Any late payment incurs a \$15.00 dishonour/late-payment fee per day, to the extent permitted by applicable law. No separate credit or debit card processing fee or card surcharge applies.

7.4 If you fail to pay any part of the Subscription Fee, we will give you 2 days warning following which we are entitled to retake possession of the Vehicle immediately without further notice on day 3. In such an instance, you are liable for all costs associated with retaking the Vehicle, including transport costs, agency collection costs and legal costs.

7.5 Any enforcement, repossession, legal or other amounts owed by you to us pursuant to this Agreement may be recovered as a debt.

7.6 At your option, you may give us notice that you wish to pause Subscription Fee payments for up to four (4) weeks per year (Grace Period). This option applies only to Subscription Terms of 12 months or more. You will be charged \$150 for each week of a Grace Period you elect to take, and the Subscription Term will be extended by the duration of that Grace Period. Otherwise, you are not entitled to suspend payment of the Subscription Fee except as required or permitted by applicable law.

8 You agree that the Subscription Fee and any other amount you owe us may be collected by an appointed agent

Term and Termination

8.1 This Agreement commences on the date it signed and continues until the Rent End Date or unless otherwise extended or terminated.

8.2 We may terminate this Agreement immediately if:

(a) you fail to pay the Subscription Fee or other moneys payable under this Agreement on the due date for payment and such failure continues for more than 3 days;

(b) you breach this Agreement and fail to remedy the breach to our satisfaction within the 3 days', we may give you a 24 hour written notice of the breach, in which case you will be liable for all remaining contracted Subscription Fees.

(c) If you become Insolvent (defined below); or

(d) you die or suffer a serious injury.

8.3 You may inform us with two weeks' notice that you wish to return the Vehicle. You will lose your right to purchase the Vehicle if you return the Vehicle during the Subscription Term. You will remain liable for all contracted Subscription Fees if you return the Vehicle.

8.4 Upon termination of this Agreement for any reason:

- (a) you must immediately deliver the Vehicle to us, at your expense and in the same condition as when you originally received it (subject to reasonable wear and tear);
- (b) if the Vehicle is not returned to us as and when required, we may retake possession of the Vehicle and you must indemnify us for the costs of restoring the Vehicle as required;
- (c) you will lose the right to purchase the Vehicle; and
- (d) you must pay all remaining and contracted Subscription Fees due to us and all other amounts under this Agreement, including any amount under an indemnity and any enforcement costs.

8.5 **Insolvent** means, in relation to a person or company:

- (a) is insolvent as that term is defined in Section 9 of the Corporations Act; or
- (b) is the subject of an event described in Sections 459C(2) (a) to (f) or Section 585 of the Corporations Act (or it makes a statement from which another party to this Agreement may reasonably deduce it is so subject); or
- (c) is an insolvent under administration or suffers the appointment of a controller, administrator, liquidator or provisional liquidator as those terms are defined in Section 9 of the Corporations Act; or
- (d) is dissolved;
other than to carry out an amalgamation or reconstruction whilst solvent; or
- (e) is otherwise unable to pay its debts as and when they become due and payable; or
- (f) being a natural person, commits or suffers an act of bankruptcy; or
- (g) takes or suffers a similar under the Law of any jurisdiction.

9 Returns

- 9.1 If the Vehicle is returned before the end of the Subscription Term, the Vehicle must be returned in a professionally cleaned condition, with a full tank of petrol or 80% battery for electric vehicles. We reserve the right to charge:
 - (a) a Vehicle retrieval fee at \$100 an hour;
 - (b) a fee for additional petrol at our prevailing rates (which will include an administration fee); and
 - (c) a cleaning fee of up to \$250 per Vehicle.
- 9.2 **Company Stickers:** A \$250 penalty will be charged if the vehicle is returned without company stickers properly affixed.
- 9.3 **Damage Responsibility:** The Hirer is responsible for repairing any damage to rims, tyres, vehicle interior, or exterior before returning the vehicle. We reserve the right to charge an administrative fee along with the cost of repairs if this is not complied with.

10 Security and Direct Debit

- 10.1 You must provide to us the Security Deposit as set out in the Order. The Security Deposit is an up front payment to reduce the Subscription Fees, and as such is non-refundable.
- 10.2 You irrevocably authorise us to deduct any money you owe to us from the Security Deposit. We may deduct any unpaid fees, charges, tolls, fines and enforcement costs in this Agreement from your Security Deposit. If we do so, then you must transfer us an amount to top up the Security Deposit again. The Security Bond may not be claimed by you as prepayment of any Subscription Fee due.
- 10.3 You also agree that we may collect your credit / debit card details or bank account details and keep those on file. You irrevocably authorise us to draw on your credit /debit card, or any bank account you disclose to us by way of direct debit, to satisfy any money you owe to us. This clause operates as a standing authority and request for direct debt. In this clause, 'we' includes Subscription Transfers Pty Ltd and any of our agents. You are liable to pay us any surcharge according to Commonwealth Bank surcharge rates.

11 Release and indemnity

- 11.1 You agree to use, operate and possess the Vehicle at your risk. Subject to our obligation to purchase insurance for the Vehicle, you agree that we have no responsibility or liability for any loss or damage to you or howsoever arising in relation with your use of the Vehicle. To the full extent permitted by law, you release and discharge us and our agents and employees from:
 - (a) all claims and demands on us; and
 - (b) any loss, expense, liability or damage whatsoever and whenever caused to you, or any passenger whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise,
arising directly or indirectly from or incidental to your use of the Vehicle or a breakdown of, or defect in, the Vehicle or any accident to or involving the Vehicle or its use, operation, repair, maintenance or storage (whether occasioned by our negligence or otherwise) or which may otherwise be suffered or sustained in, upon or near the Vehicle.
- 11.2 You assume liability for, and indemnify and will keep indemnified, protected, saved and harmless us and our agents, officers and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and all expenses legal or otherwise (including court costs and legal fees on a full indemnity basis) and of whatsoever kind and nature (including claims based upon strict liability in tort) in connection with this Agreement or your use of the Vehicle.
- 11.3 The indemnities and assumptions of liability contained in this clause will continue in full force and effect notwithstanding the termination of this Agreement whether by expiration of time or otherwise.

12 Disclaimer and limitation of liability

- 12.1 To the maximum extent permitted by law, we exclude all warranties whether express, implied, statutory or otherwise relating in any way to the supply of Vehicle or services or other subject matter of this Agreement.
- 12.2 For any warranties not able to be excluded, our liability is limited to the extent permitted in Schedule 2, section 64 of the *Competition and Consumer Act 2010* (Cth)), to circumstances where:
 - (a) defects in any Vehicle have arisen solely from faulty materials or workmanship.
 - (b) the Vehicle has not received maltreatment, inattention or interference; and

(c) the Vehicle was manufactured or produced by us,

at our option, to repairing or replacing, or paying the cost of repairing or replacing the relevant Vehicle.

- 12.3 Subject to clauses 12.1 and 12.2, in no event will we be liable (including after termination of this Agreement) for any loss whatsoever which you or any third party suffers arising from our negligence.
- 12.4 We will not be liable for any special, indirect or consequential loss or damage including, but not limited to, loss of profits or revenue, loss of opportunity to the chance to effect a sale, the costs arising from the loss of use of any Vehicle and the costs of any substitute goods or services which you acquire.
- 12.5 To the maximum extent permitted by law, our maximum aggregate liability to you under this Agreement is limited to the total Subscription Fee actually paid by you under this Agreement.

13 Insurance

- 13.1 The Subscription of the Vehicle includes comprehensive insurance for the period of the Subscription Term for the replacement value of the Vehicle.
- 13.2 The standard excess for any damage that you are responsible for (to the Vehicle or any third party damage) is \$2,000, increasing to \$3,600 if you are under 25 years of age on the date of the incident.
- 13.3 The excess is payable to us regardless of fault within 7 days of the date of the incident. If it is accepted by the insurer that you were not at fault and the excess is recovered from a third party (or its insurer) then the excess may be refunded to you.
- 13.4 In case of accident, please provide us with the following information:
- (a) Names, phone numbers and addresses of all parties involved in the accident;
 - (b) A description of the accident including location, time and how the accident occurred;
 - (c) The insurer details of any other parties involved; and
 - (d) Photos of the scene of the accident (if safe to do so).

14 Unexpected events

- 14.1 We are not liable for failure to comply with this Agreement if the failure (directly or indirectly) arises out of any circumstances which are not within our reasonable control. If such circumstances occur, we may delay or cancel performance of our obligations or alter the obligations to be performed.
- 14.2 The circumstances that are taken to be beyond our reasonable control include, without limitation, strikes, lock outs, accidents, war, fire, flood, explosion, shortage of power, breakdown of plant or machinery, shortage of raw materials from normal source of supply, act of God or any order or direction of any local, state or federal government, government authority or instrumentality.
- 14.3 We are not obliged to remedy such circumstances. We are especially not obliged to settle any strike, lock out or any other kind of labour dispute.

15 Privacy

- 15.1 You permit us to collect personal information about you, including possible GPS data in relation to the location of the Vehicle at any time. You acknowledge the Vehicle may be tracked by us. We will use this data to provide the services to you and to ensure we can locate and recover the Vehicle if necessary.
- 15.2 You agree to us receiving from a credit reporting agency or a debt collecting agency a credit report containing personal information about you.
- 15.3 You authorise us to give a credit reporting agency or a debt collecting agency personal information about you relating to this Agreement.

16 General

- 16.1 We may assign or novate any or all of our rights under this Agreement at our sole discretion. You must not assign, sublicense or otherwise deal in any other way with any of your rights under the Agreement.
- 16.2 If a provision of the Agreement is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 16.3 The Agreement is governed by the laws of New South Wales, Australia and each party submits to the exclusive jurisdiction of the courts of that State and all courts of appeal therefrom.
- 16.4 Any waiver of any term on the Agreement by us can only be expressed in writing. Any failure on our part to enforce a term does not constitute a waiver and we reserve the right in relation to all breaches unless expressly stated otherwise.
- 16.5 Acceptance of the Subscription Fee by us after we become aware of an event constituting a repudiation of this Agreement by you will be without prejudice to the exercise by us of the powers conferred upon us by this Agreement and will not be deemed as any kind of election.
- 16.6 Nothing contained or implied in this Agreement will be deemed or construed to create the relationship of employment, partnership, agency or joint venture between us and you.

Vehicle Check List

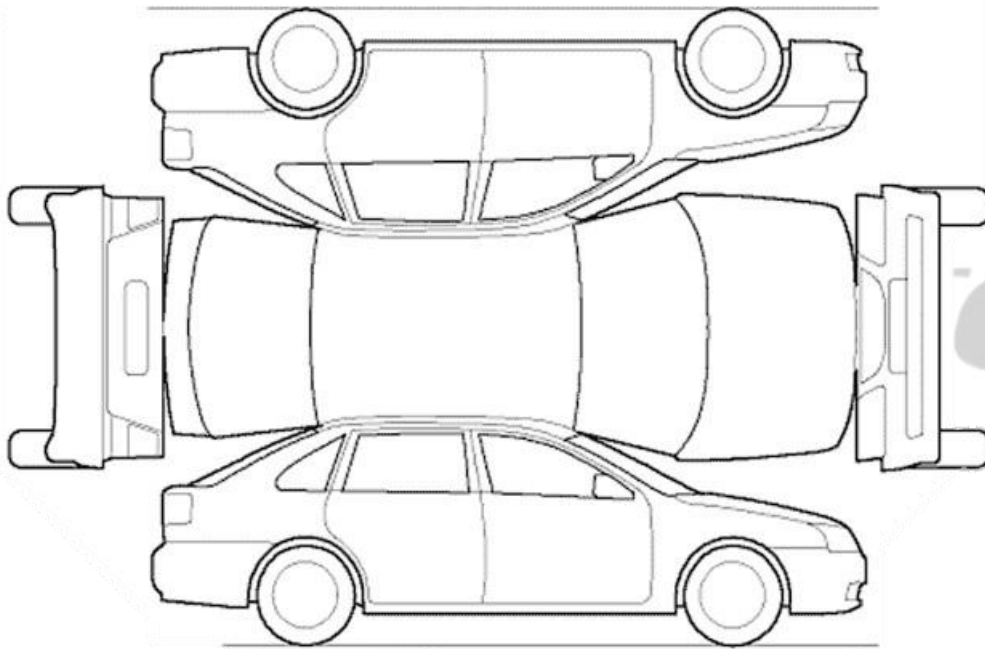
Exterior Rims & Tyres Condition

- | | | |
|------|-----------------------|--------------------------|
| i. | Front Right Rim/Tyre: | ☐ |
| ii. | Front Left Rim/Tyre: | ☐ |
| iii. | Back Right Rim/Tyre: | ☐ |
| iv. | Back Left Rim/Tyre: | ☐ |

Interior Of Vehicle

- | | | |
|-------|-------------------------------|--------------------------|
| i. | Frunk Liner: | ☐ |
| ii. | Front Passenger Mat: | ☐ |
| iii. | Front Driver Mat: | ☐ |
| iv. | Back Passenger Mat: | ☐ |
| v. | Trunk Mat: | ☐ |
| vi. | Trunk Liner: | ☐ |
| vii. | Automatic Sunshade: | ☐ |
| viii. | Tesla SSD 120GB Memory stick: | ☐ |
| ix. | Car Key: | ☐ |
| x. | Dashcam: | ☐ |

VEHICLE WALK AROUND WORKSHEET



NOTES:

PAYMENT AUTHORISATION FORM

This Payment Authorization Form authorises CoxEmpire Pty Ltd (ABN 49660953597) to debit your nominated credit card or bank account for all amounts payable under the vehicle contract agreement. Your information will be securely stored and used only for authorised transactions on your account.

Credit / Debit Card Information

Card Type:	MasterCard ____ Visa ____ AMEX ____ Other
Cardholder Name (as shown on card):	
Card Number:	
Expiry Date:	Month ____ Year ____ CVC ____

Bank Account Information

Account Name:	
BSB:	
Account Number:	

I, _____, authorise CoxEmpire Pty Ltd (ABN 49660953597) to debit my nominated credit card or bank account for all amounts payable under the vehicle contract agreement. I understand that my information will be securely stored and used for future transactions on my account.

Customer ABN / ACN: _____

Account Holder Signature

Date

PHOTO & MEDIA CONSENT FORM

Customer Name	
Date of Birth (if under 18, parent/guardian must sign):	
Phone Number:	
Email Address:	

CoxEmpire Pty Ltd (ACN: 660 953 597) occasionally takes photographs or video content of our Customers with or around our Vehicles for the purposes of marketing and showcasing customer experience on our official platforms.

By signing this form, you confirm that you:

1. Give permission for CoxEmpire Pty Ltd and its representatives to take photographs and/or video recordings of you.
2. Authorise the use of your image, likeness, and/or voice in the following media:
 - Social media (e.g., Instagram, Facebook, TikTok, LinkedIn)
 - Website content
 - Promotional materials (digital and print)
 - Internal business presentations and reports
3. Understand that:
 - Your image may be used without compensation.
 - Your image may be used in various formats and may be cropped or edited for design purposes.
 - You may withdraw consent at any time in writing via email to info@coxempire.com.au. We will stop using your image in future materials but cannot remove already published content.

Consent (please tick):

- ☐ I give permission for CoxEmpire Pty Ltd to use my image as described above.
- ☐ I do not give permission for my image to be used.
-

Signature: _____

Date: _____

If under 18 – Parent/Guardian Name: _____

Signature: _____

Date: _____