

MY FLEET AND OPERATIONS – TERMS & CONDITIONS

1.0 DEFINITIONS

MFO means My Fleet and Operations Pty Limited. Principal means the person or organization to whom MFO is contracted to provide the service, and who is ultimately responsible for payment.

2.0 OUTLINE OF REPORTING SERVICES

2.1 VEHICLE REPORTING

MFO will provide the standard vehicle reports via a secured Internet connection, at a time agreed upon by MFO and the principal. These reports will include all basic reports and any additional reports, which are detailed below.

2.2 DATA RETENTION

MFO will retain data supplied to the principal, on the principal's behalf for the term of 7 years from the date of data acquisition. The data will be supplied to the principal on CD-ROM media every 6 (six) months if required.

2.3 REPORTS

STANDARD REPORTS INCLUDED FOR WEEKLY FEE

- Trip Reports
- Vehicle Summary
- Driver Summary
- Driver Trend
- Driving Hour Exception Report
- Non-Debriefed Vehicle Report
- Equipment Failure Report

MFO reserves the right to charge for any additional reports.

2.4 EMAIL EXCEPTIONS

Emails will be sent to the nominated responsible person of the principal upon processing of data of any speeding, revving or idling exceptions, which were incurred in the drivers shift.

Weekly emails will be sent to the nominated responsible person, of any drivers exceeding the Driving Hour parameters set by the principal as well as any vehicle which has not successfully downloaded in the week prior, or if any vehicle has generated, erroneous values.

3.0 RESPONSIBILITY AND LIABILITY

MFO will undertake to accept responsibility for the retention and supply of data relevant to the principal's RTA531 requirements. MFO will not accept responsibility or liability for data loss due to the failure of the physical logging device, base stations or associated equipment. MFO will not accept responsibility or liability for any actions performed by the principal or a 3rd party, which may cause data loss.

The principal is responsible for maintaining the vehicle database current. The vehicle database can be made available on-line for referencing.

Vehicles and Drivers that are to be added or removed from the database are the responsibility of the principal and must notify MFO within 2 weeks of the vehicles/drivers change of status.

If vehicles have not been debriefed in any week or have generated erroneous data, it is up to the principal to ascertain the reasoning, and if action required, generate a service call to repair the faulty unit.

4.0 CONFIDENTIALITY AGREEMENT

MFO undertake to ensure all data acquired is kept confidential, and will not be distributed, copied or conveyed in any fashion to a 3rd party without the written consent of the principal.

5.0 TERMS OF PAYMENT

Invoices will be rendered monthly and are due for payment in full within 30 (Thirty) days. MFO reserves the right to charge interest at the rate of 2.0% per month on any outstanding balance. If balances remain outstanding MFO will send to the Principal by mail, three notices requesting payment to be finalised, and if for any reason the Principal is unable to pay, they should contact MFO in writing to arrange a payment schedule. MFO reserves the right to suspend the supply of data and furthermore terminate the extraction of data from the vehicles.

If the principal does not pay for the services supplied and the service is terminated, the data collected automatically becomes the property of MFO.

6.0 TERMS OF CONTRACT

The agreement commences on the effective date and subject to clause 7.0 continues for twelve months. Every twelve months, the contract will be re-evaluated and upon both parties agreement, proceed for an additional twelve months.

7.0 TERMINATION

Either party may terminate this agreement by written notice to the other if:

- The other party fails to carry out its material obligations or duties under this agreement, and in the case of a breach which is capable of remedy, fails to remedy that breach within 5 business days after receipt of written notice giving full particulars of the breach and requiring it to be remedied.
- The other party fails to carry out its material obligations or duties under this agreement and the breach or failure is not capable of remedy.
- The other party ceases, or threatens to cease, to carry on business.

8.0 DISPUTE RESOLUTION

- 8.1 If a dispute arises in connection with this Agreement, a party to the dispute may give to the other party to the dispute notice specifying the dispute and requiring its resolution under this clause ("Notice of Dispute").
- 8.2 If the dispute is not resolved within 7 days after the Notice of Dispute is given to the other party, each party to the dispute must nominate 1 representative from its senior management ("Representative") to resolve the dispute.
- 8.3 If the dispute is not resolved within 7 days of the dispute being referred to the Representative ("First Period"), the dispute must be submitted to mediation as set out in this clause.
- 8.4 If the parties have not agreed on the mediator and the mediator's remuneration within 7 days after the First Period:
- The mediator is the person appointed by; and
 - The remuneration of the mediator is the amount or rate determined by,
- The President of the relevant society of legal practitioners/solicitors of the State (eg, for NSW, the Law Institute of NSW) from time to time ("President") or the President's nominee, acting on the request of any party to the dispute.
- 8.5 If the dispute is not resolved within 28 days after the appointment of the mediator the parties will be free to commence court proceedings.
- 8.6 This clause 8 does not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a court, which may be urgently required.