



The Honda Foundation

LOAN VEHICLE TERMS & CONDITIONS

1. Basic Term

The BORROWER acknowledges that the FOUNDATION has leased the vehicle and has strict responsibilities to the lessor to maintain the vehicle in proper order and satisfy the lessor that it is doing so. This Deed contains back-to-back provisions with the intention that the FOUNDATION will be enabled to perform its obligations to the lessor by the BORROWER performing its obligations under this Deed to the FOUNDATION. There is no scope for a casual approach by the BORROWER to observance of its obligations, and the FOUNDATION requires strict observance by the BORROWER of the terms of this Deed and will terminate the loan if the FOUNDATION becomes concerned as to possible liability of the FOUNDATION to the lessor by reason of the action, inaction or perceived attitude of the BORROWER in respect of the vehicle.

2. Loan Period

The FOUNDATION will lend the vehicle to the BORROWER for the period specified in the Schedule or as otherwise agreed between the parties or in the absence of Deed as determined by the FOUNDATION.

3. Vehicle Registration and Insurance

The FOUNDATION shall ensure that the vehicle is properly registered for use on public roads and that it is covered by a valid comprehensive policy of insurance with reasonably usual terms at all times during the loan period.

4. Maintenance of the Vehicle

4.1 The BORROWER will be deemed to have acknowledged that the vehicle is received in good condition by taking delivery of the vehicle and the BORROWER shall at all times maintain the vehicle in comparable condition, fair wear and tear excepted.
4.2 The vehicle shall be presented for service to the Honda Motor Vehicle Dealer nominated in the Schedule according to the maintenance schedule contained in the vehicle's owner's manual.
4.3 On the last working day of every second month, the vehicle must be presented for inspection to the Honda Motor Vehicle Dealer named in the Schedule, provided that this clause need not be complied with where the vehicle has been presented to that Dealer for servicing in accordance with clause 4.2 within the preceding six months.

4.4 All expenses associated with servicing, running and maintaining the vehicle are to be borne by the BORROWER.

4.5 Notwithstanding clause 4.4, where the BORROWER is able to demonstrate to the FOUNDATION that the costs of maintaining the vehicle in good condition are excessive, the BORROWER may notify the FOUNDATION of that fact and the FOUNDATION may in its absolute discretion replace the vehicle or parts thereof or otherwise vary or cancel the arrangement for the loan of the vehicle as it thinks fit.

5. Indemnity

5.1 The BORROWER shall be solely liable for and shall indemnify and hold harmless the FOUNDATION and Honda Australia Pty Ltd and the officers, employees and agents of either or both of them against all liability, damage, loss, expense, costs and proceedings of any nature whatsoever arising out of or in connection with any acts of negligence or misconduct or any breach of duty or of statute by the BORROWER, its officers, employees or agents in connection with the vehicle and the operation, parking, use of toll roads and maintenance of the vehicle.

5.2 The FOUNDATION reserves the right to recover in full from the BORROWER the cost of any fines, penalties, tolls, tow away fees, impound costs or other payments which may be paid or payable by the FOUNDATION or Honda Australia Pty Ltd as a result of or in connection with any acts of negligence or misconduct or any breach of duty or of statute or otherwise by the BORROWER, its officers, employees or agents.

5.3 In addition to the other indemnities contained in this Deed the BORROWER indemnifies the FOUNDATION and Honda Australia Pty Ltd in respect of any loss or damage suffered by either of them as a result of the comprehensive insurance not being applicable by reason of the qualification or condition of the driver in charge of the vehicle at the relevant time.





6. Notification of Accidents

6.1 As soon as reasonably possible, and in any event within twenty four (24) hours/ thereof, the BORROWER shall notify the FOUNDATION by telephone at the telephone number indicated in the Schedule of any accident or event causing damage or loss to the vehicle and any of its occupants or by the vehicle and any of its occupants to other property or persons.

6.2 In the event of an accident and if the BORROWER is deemed to be at fault, the BORROWER shall be liable for the insurance excess component or repair cost whichever is the lower. Refer to the attached Schedule for the insurance excess liability components.

6.3 In circumstances where clause 5.3 applies and the comprehensive insurance in place at the time of an accident or event is voided, the BORROWER shall be liable for the entire cost of the accident or event.

7. Attachment of Signs to the Vehicle

7.1 The BORROWER shall not affix any sign, logo, advertisement or other item to the vehicle without prior written approval of the FOUNDATION.

7.2 The FOUNDATION has the right to use the name of the BORROWER in advertisements and promotions in such manner as it thinks fit and has the right to affix any sign, logo or other item to the vehicle which will then be maintained on the vehicle by the BORROWER.

8. Replacement of the Vehicle

The FOUNDATION has the right to replace the vehicle with any other vehicle, whether the replacement vehicle is of comparable quality or otherwise, at any time during the loan period without notice and without the need to demonstrate any reasons for such replacement.

9. Honda Australia

Although not a party to this Deed, Honda Australia Pty Ltd (ABN 66 004 759 611) has the benefit of indemnities in its favour contained in this Deed and may enforce those indemnities against the BORROWER.

10. Termination

10.1 The FOUNDATION has the right to terminate the loan under this Deed at any time in its absolute discretion provided that the BORROWER is given seven days prior written notice. The FOUNDATION shall be under no obligation to replace the vehicle with another vehicle or to enter into any other loan under this Deed with the BORROWER.

10.2 On the date specified in the Schedule, or if this Deed shall be terminated prior to that date then immediately upon such termination, the BORROWER shall return the vehicle to the location and/or party specified in the Schedule.

11. Trustees of the Foundation

Each of the Trustees entering into this Deed do so in their capacity as Trustees of the Foundation only and are excluded from any and all personal liability under this Deed.

12. Definitions

The term "The HONDA FOUNDATION" shall include all trustees of the FOUNDATION for the time being acting according to the trust Deed dated 6th April 1992.

