

RENTER TERMS AND CONDITIONS

1 Governing Terms and Conditions

- 1.1 The rental service known as Drive My Car is provided by Carly Car Subscription Pty Ltd. These Renter Terms and Conditions, the DriveMyCar Rental Agreement (Rental Agreement), the DriveMyCar Privacy Policy, the Website Terms & Conditions and all Handover Inspection Reports constitute the contract with the Renter (**Renter Contract**) which creates binding and enforceable legal obligations between DriveMyCar and the Renter and together with the Owner Contract, binding and enforceable legal obligations with the Owner.
- 1.2 The Australian Consumer Law confers rights that are not affected by these Terms and Conditions and no clause in these Terms and Conditions excludes, restricts or modifies any implied terms, guarantees or rights under that law or any other similar Federal, State or Territory legislation.

2 Renter Obligations

- 2.1 The Renter **must**:
- (a) be licensed to drive the Vehicle in the State or Territory in which they will be using the Vehicle;
 - (b) hold a current full Australian driver licence (Provisional, Probationary and Learners licences or permits are not accepted) or have a valid licence from their country of residence written in English and if not in English a valid International Driving Permit or an approved translation of the licence into English; and
 - (c) be twenty-one (21) years of age or older and less than seventy-five (75) years of age during the Rental Period.
- 2.2 The Renter **must not**:
- (a) have incurred no more than one (1) speeding fine in the last twelve (12) months;
 - (b) have been in no more than one (1) At-Fault Accident in the last twelve (12) months;
 - (c) have had their licence cancelled or suspended in the last twelve (12) months;
 - (d) modify the Vehicle in any way, irrespective of whether the modifications are reversible or permanent; and
 - (e) have been the subject of bankruptcy proceedings in the last 7 years.

3 Additional Drivers and Conditions of Use

- 3.1 The Vehicle is rented by the Owner to the Renter subject to the Renter's acceptance and compliance with these Terms and Conditions.
- 3.2 The Vehicle must only be driven by the Renter named on the front page of the Rental Agreement.
- 3.3 An Additional Driver may only drive the Vehicle if that person is approved in writing by DriveMyCar and that person is registered in the DriveMyCar database as an Additional Driver. An Additional Driver is bound by these Terms and Conditions as if they were the Renter.
- 3.4 The Vehicle must not be driven by anyone who has provided a false name, age, address or driver licence;

3.5 The Renter and any Additional Driver **must not**:

- (a) use the Vehicle for hire or reward, rideshare purposes;
- (b) use the Vehicle for any illegal purpose;
- (c) use the Vehicle off-road, or for racing, pace making, testing the Vehicle's reliability and speed, or teaching someone to drive;
- (d) use the Vehicle when under the influence of alcohol or drugs or refuse a preliminary breath test or drug impairment assessment;
- (e) carry a number of passengers which exceeds the designed seating capacity of the Vehicle;
- (f) carry anything that would cause the Vehicle to be overloaded;
- (g) carry any hazardous, biohazardous, toxic or flammable materials in the Vehicle;
- (h) use the Vehicle in a manner such that a substantial breach of road safety legislation or the criminal legislation has occurred;
- (i) sell, rent or dispose of the Vehicle or any of its parts, or purport to give anyone any legal rights over the Vehicle or register or attempt to register any interest in the Vehicle under the Personal Property Securities Act 2009; or
- (j) use the Vehicle in a dangerous or reckless manner.

3.6 The Renter and any Additional Driver must not:

- (a) smoke or allow others to smoke in the Vehicle and an additional cleaning fee of \$300 applies if this condition is breached;
- (b) allow any animals into the Vehicle without written permission from DriveMyCar;
- (c) use or permit the Vehicle to be used to jump start any other vehicle; or
- (d) use or permit others to use the Vehicle to tow any other vehicle, trailer, boat or other object without written permission from by DriveMyCar.

3.7 The Renter and any Additional Driver **must**:

- (a) ensure that the Vehicle is locked when not in use;
- (b) use the correct fuel type when refueling the Vehicle;
- (c) make the Vehicle available for periodic servicing as and when the service intervals fall due as per Clause 8.13; and
- (d) inform DriveMyCar immediately if:
 - (i) a warning light or fault message appears;
 - (ii) they become aware of low engine oil or brake fluid, engine coolant levels; or
 - (iii) the Vehicle develops any fault during the Rental Period,

and the Vehicle must not be used unless DriveMyCar has given authority to do so. If DriveMyCar is not notified and the Vehicle continues to be used, the Renter and any Additional Driver will be responsible for any resulting Damage or third party loss.

3.8 The Renter must:

- (a) immediately report any loss or damage to the Vehicle (or loss involving the Vehicle) to DriveMyCar; and
- (b) immediately deliver to DriveMyCar every summons, complaint, document or paper in relation to the Vehicle.

- 3.9 If the Renter wishes to extend the Rental Period a request must be made to DriveMyCar no less than 72 hours prior to the completion of the Rental Period. The Rental Period will not be extended unless DriveMyCar provides written confirmation to the Renter in accordance with clause 14;

4 Vehicle handover procedure - Renter

- 4.1 The Renter must be available to receive the Vehicle at the time and at the Designated Handover Location. If the Renter does not arrive at the Designated Handover Location within 30 minutes of the agreed time an administration fee of \$200 will be applicable. The Rental Period will not be altered if collection takes place after the agreed start date.
- 4.2 The Renter must make suitable arrangements for the payment of tolls that may be incurred during the Rental Period.
- 4.3 At the handover of the Vehicle, the Renter must:
- (a) in the presence of a DriveMyCar representative:
 - (i) inspect the digital photographs of the Vehicle taken by the DriveMyCar representative to confirm that they accurately show the internal and external condition of the Vehicle and/or take their own photographs; and
 - (ii) produce the Renter's Driver Licence and credit card used for the rental for inspection by the DriveMyCar representative.
 - (b) complete the Handover Inspection Report with the DriveMyCar representative; and
 - (c) ensure that all information and imagery is a fair and accurate representation.
- 4.4 If at the time of handover by the DriveMyCar representative the Renter fails to sign the Handover Inspection Report the Renter forfeits the right to dispute any claim for Damage allegedly caused during the Rental Period.

5 Financial Obligations - Renter

- 5.1 The Renter must pay DriveMyCar the Rental Fee shown on the DriveMyCar Rental Agreement.
- 5.2 At the commencement of the rental, the Renter **must** pay a Security Deposit to cover any additional charges, which includes, but is not limited to, fuel, additional kilometres or damage which may be payable by the Renter under these Terms and Conditions.
- 5.3 The Security Deposit, less any additional charges, will be refunded to the Renter 7 days after the Vehicle has been returned to the Owner in accordance with the Rental Agreement and these Terms and Conditions and subject to there being no Major Breach.
- 5.4 If a claim has been made against the Security Deposit DriveMyCar may hold the Security Deposit until actual costs for rectification of damage have been determined.
- 5.5 If the Renter exceeds the excess kilometres specified in the Rental Agreement, the Renter must pay DriveMyCar the excess rate per excess kilometre or such other amount as is shown in the Rental Agreement;
- 5.6 If the Renter pays the items in this clause 5 by American Express, a surcharge of 3% will apply. A 1% surcharge applies for Visa & MasterCard. Surcharges are non-refundable.
- 5.7 If the Renter is required to pay DriveMyCar any amount under these Terms and Conditions:
- (a) that amount must be paid to DriveMyCar on or before the due date; and
 - (b) interest on any overdue amounts accrues daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at DriveMyCar's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment: and.

- 5.8 If the Renter requests DriveMyCar to perform any action or function under these Terms and Conditions or if the Renter has failed to comply with these Terms and Conditions thereby requiring rectification by DriveMyCar, the Renter **must** pay:
- (a) DriveMyCar a processing fee of \$20 or such other fee as specified in writing for each action or function; and
 - (b) the full third party costs and expenses.
- 5.9 In performing any action or function on behalf of the Renter under clause 5.7, DriveMyCar does so as agent of the Renter and has no liability to the Renter or third parties for any of the actions or functions it performs on the Renter's behalf:

6 Cancellation

- 6.1 Rental Agreements may only be cancelled in accordance with this clause 6.
- 6.2 DriveMyCar may cancel a Rental Agreement without penalty to it or the Renter if the Vehicle is unavailable as a result of unforeseen circumstance, such as it having been involved in a prior accident.
- 6.3 For the purposes of this clause, 'Commencement of Rental' occurs 24 hours prior to the pick-up time and date specified on the Rental Agreement.
- 6.4 The Renter may cancel a Rental Agreement after they have signed the Rental Agreement subject to a cancellation fee pursuant to the following conditions:
- (a) If a Rental Agreement is cancelled before Commencement of Rental, the Renter must pay 30% of the Rental Fee or \$200, whichever is the lesser.
 - (b) If a Rental Agreement is cancelled after Commencement of Rental the Renter must pay the remaining Rental Fee up to \$200 or 30% of the remaining Rental Fee, whichever is the greater, which the Renter agrees is a genuine pre-estimate of the loss which DriveMyCar suffers as a consequence of the cancellation, and which amount the Renter agrees to pay to DriveMyCar immediately on cancellation;
- 6.5 As an alternative to complying with clause 6.4(b), the Renter may provide DriveMyCar with 7 days written notice in accordance with clause 14. No cancellation fee is incurred if the Renter gives notice in accordance with this clause 6.4(c), although a \$200 administration fee applies and is payable to DriveMyCar.

7 Traffic Offences, Fines and Fees

- 7.1 The Renter must pay all fines, penalties, traffic infringements, tolls and costs incurred during the Rental Period or any period outside the Rental Period in relation to which the Renter remains in possession of, or is responsible for, the Vehicle.
- 7.2 A processing fee:
- (a) of \$10 per toll is payable to DriveMyCar for each unpaid toll incurred, in addition to the toll amount and all other charges levied by the toll provider; and
 - (b) of \$20 is payable to DriveMyCar for each fine, penalty or traffic infringement notice, in addition to any charges levied by the issuer of the fine, penalty or traffic infringement.
- 7.3 The Renter must notify DriveMyCar in writing in accordance with clause 14 as soon as the Renter becomes aware that a fine, penalty, traffic infringement or toll has been incurred.
- 7.4 Upon receipt of a fine, penalty, traffic infringement or toll notice the vehicle Owner will complete the required documentation to absolve themselves from liability and nominate the Renter as the responsible party and return the documentation and any statutory declaration to the responsible authority that issued the notice within 7 days of receipt of the notice.

- 7.5 In the event that the Renter challenges any fine, penalty, infringement or toll notice, the Renter does so at his or her own expense.

8 Vehicle Condition and Return

- 8.1 The Renter must return the Vehicle to the DriveMyCar representative at the Designated Handover Location and sign the Handover Inspection Report at the time and date agreed in advance with the Renter.
- 8.2 The Renter remains responsible for the Vehicle until it is returned to the DriveMyCar Representative in accordance with clause 8.1 and these Terms and Conditions continue to apply, regardless of whether it is returned during, at the end of, or after the expiry of, the relevant Rental Period.
- 8.3 Subject to clause 6, if the Renter returns the Vehicle before the end of the Rental Period the Renter must pay DriveMyCar the amounts in clause 5.1 for the duration of the Rental Period unless otherwise agreed in writing by DriveMyCar.
- 8.4 At the time of hand over at the Designated Handover Location the Renter **must**:
- (a) return the Vehicle to the DriveMyCar representative with its keys or keyless start device and all items contained within the vehicle at start of Rental Period including but not limited to all parts and accessories, manuals, service log book, audio equipment, GPS unit, telematics device, spare wheel, jack, floor mats, wheel nuts, parcel shelf and tools. In the same condition as it was at the beginning of the Rental Period, save for any reasonable wear and tear;
 - (b) ensure that the Vehicle:
 - (i) interior and exterior has been cleaned prior to handover; and
 - (ii) is returned with the same level of fuel as recorded in Handover Inspection report at collection; and
 - (c) sign the Handover Inspection report.
- 8.5 If at the time of handover to the DriveMyCar representative the Vehicle is in an unclean condition that does not allow for an accurate inspection of the Vehicle, DriveMyCar reserves the right to have the Vehicle cleaned at the Renter's expense plus a \$20 administration fee, and make an assessment of the Vehicle condition within 24 hours or next business day without the Renter being in attendance.
- 8.6 If at the time of handover to the DriveMyCar representative the Renter fails to sign the Handover Inspection Report the Renter forfeits the right to dispute any claim for Damage allegedly caused during the Rental Period.
- 8.7 If the Vehicle is not returned at the time and date specified by DriveMyCar the Vehicle may immediately be reported as stolen and may be repossessed or de-registered.
- 8.8 If DriveMyCar is required to replace any shortfall in fuel, the Renter agrees to pay for fuel at \$1.70 per litre plus a \$20 administration fee.
- 8.9 If the Vehicle is returned to the DriveMyCar representative without accessories supplied to the Renter as referenced in 8.4(a), at the commencement of the Rental, the Renter shall be charged replacement cost, for each item unreturned.
- 8.10 Vehicles must be returned at the time and date agreed by DriveMyCar. Failure to do so will result in a daily Rental Fee being applied for each 24 hour period or part thereof until the Vehicle is returned to the DriveMyCar representative.
- 8.11 DriveMyCar may request the Vehicle be serviced during the period of the Rental and the Renter must deliver the Vehicle to the nominated service location. Failure to comply with the service request is a Major Breach of these Terms and Conditions, entitling DriveMyCar to terminate the Rental Agreement immediately and, in addition, will result in the Renter being liable for mechanical damage caused to the Vehicle due to a missed scheduled service or \$150 for each missed service, whichever is greater.

9 Damage Cover

- 9.1 The Renter must return the Vehicle to the Owner in the same condition as at the start of the Rental Period, save for reasonable wear and tear and the Renter is responsible for all Damage and any third party loss that occurs during the Rental Period or that which results from the Renter's use of the Vehicle.
- 9.2 If Damage, theft of the Vehicle or third party loss occurs during the Rental Period or results from the Renter's use of the Vehicle, the Renter must pay the Damage Liability Charge, which will be charged by DriveMyCar in the event of Damage, accident or theft..
- 9.3 Subject to this clause 9 and clause 10.1, the Renter's liability is limited to the Damage Liability Charge.
- 9.4 Notwithstanding clause 9.3, the Renter must also pay the Rental Fee at the rate shown in the Rental Agreement from the date of the accident or theft until the payment of the Damage Liability Charge.
- 9.5 If the Vehicle is damaged or stolen and provided that the Renter has not committed a Major Breach of these Terms and Conditions, DriveMyCar may at its option:
- (a) cancel the DriveMyCar Rental Agreement and, subject to the availability of a similar vehicle at a similar rental fee, grant the Renter the option of entering into a new rental agreement for a term no less than the term of the original DriveMyCar Rental Agreement; or
 - (b) cancel the DriveMyCar Rental Agreement if no similar vehicle is available at a similar rental fee.
- 9.6 If the DriveMyCar Rental Agreement is cancelled under clause 9.5 and notwithstanding clause 6, the Agreement is deemed to have been terminated by mutual consent and no action for damages or penalties will accrue to either DriveMyCar or the Owner as the result of that cancellation.
- 9.7 If there is Damage to the Vehicle from hail, flood, fire, storm, cyclone or other natural disasters, the Renter must pay the Damage Liability Charge.
- 9.8 The Renter agrees that damage cover is subject to:
- (a) a valid Rental Agreement;
 - (b) payment (per incident) of the applicable Damage Liability Charge;
 - (c) compliance with these Terms and Conditions;
 - (d) the Renter not being covered under any other policy of insurance such as their own insurance cover; and
 - (e) the Renter providing all reasonable information and assistance as may be requested and, if necessary, authorising DriveMyCar to bring, defend or settle legal proceedings, and the Renter agrees that DriveMyCar shall at all times have sole conduct of any legal proceedings.
- 9.9 The Damage Liability Charge is refundable in either part or full to the Renter if it transpires that the Renter was not at fault and if there is no third party loss and the cost of the repairs is less than the Damage Liability Charge the Renter will be reimbursed the difference. Refund is subject to all costs being recovered from third parties.
- 9.10 The Renter must report all claims to DriveMyCar and the Owner within 24 hours of any Damage or third party loss.
- 9.11 The Renter **must** also report all accidents to the police if:
- (a) any person is injured;
 - (b) the other driver leaves the scene of the accident without exchanging names and addresses; or
 - (c) the other driver appears to be affected drugs or alcohol.
- 9.12 In the event of an accident, the Renter acknowledges that DriveMyCar or the Owner may insist that the Vehicle be moved to the nearest repairer to secure it.

10 Exclusions to Cover and liability

- 10.1 The Renter has no cover for any Loss and Damage or any third party loss resulting from:
- (a) a Major Breach of any of these Terms and Conditions; or
 - (b) use of the Vehicle by any person who is not authorised to drive the Vehicle.
- 10.2 The Renter is fully responsible and liable for Loss and Damage and third party loss where the Vehicle is operated or used:
- (a) whilst the Renter is under the influence of alcohol or drugs to both to the extent that the Renter is incapable of having proper control of the Vehicle or whilst the Renter's blood alcohol content or the level of drugs present in the Renter's blood exceeds the limit specified by the law of the state or territory in which the Vehicle is driven;
 - (b) on any road or other surface which is not sealed other than a road under repair, or a road notified to the Renter by DriveMyCar;
 - (c) in any area or under any circumstances (including crossing a waterway or transporting a Vehicle across a waterway) where the Vehicle may or does become partially or totally immersed in water;
 - (d) in a manner that causes:
 - (i) underbody damage, being any damage to the Vehicle that is caused by or directly results from contact between the underside of the Vehicle and any part of the road way or any object or obstruction including kerbs, gutters, speed or road humps, barriers or wheel stops; or
 - (ii) overhead damage, being damage to the Vehicle caused by or resulting from an impact between the Vehicle at a point that is level with or above the top of the windscreen;
 - (e) under any circumstances where the Vehicle is replenished with fuel or fluids other than which is recommended by the Vehicle manufacturer;
 - (f) under any circumstances where the Vehicle and its keys are unsecured;
 - (g) in any area or region specified to the Renter by DriveMyCar as an area or region in which the Vehicle must not be used;
 - (h) in any alpine resort during the gazetted snow season or in any other area under conditions where a reasonable person would use snow chains
 - (i) on dedicated off road track or designated racing track
 - (j) on any beach or in any other area exposed to saltwater; or
 - (k) out of the state in which the Renter collected it without the consent of DriveMyCar.
- 10.3 The Renter has no cover for:
- (a) damage to property belonging to, or in the custody of, the Renter, or any relative or friend of the Renter who ordinarily resides with the Renter; and
 - (b) the Renter's liability under any contract or if they have agreed to or accepted liability without DriveMyCar's prior agreement unless the Renter would have been liable irrespective of the terms of that contract.
- 10.4 Neither DriveMyCar nor the Owner is liable to the Renter or any third party for any Loss Of Use or enjoyment of the Vehicle or any indirect, special or consequential damages arising in any way out of any matter covered by the Renter Contract.
- 10.5 The Renter has no cover and is liable for Loss and Damage and any third party loss caused or incurred as a result of the Renter fitting anything to the Vehicle incorrectly or not in accordance with the Vehicle manufacturer's recommendations.

- 10.6 There is no damage cover for the theft of personal belongings from the Vehicle.
- 10.7 The Renter uses the Vehicle at the Renter's own risk. DriveMyCar and the Owner accept no responsibility or liability to the Renter, any passenger or third party for any loss, (including consequential loss) damage, costs, expenses, damages or any other liabilities resulting from:
- (a) any accident, breakdown or any other failure of a Vehicle; or
 - (b) any fault in or malfunction of the booking system.
- 10.8 No personal accident cover is provided by the Renter Contract. The Renter's liability for causing personal injuries resulting from use of the Vehicle is covered by the statutory schemes for transport accident compensation in each State and Territory of Australia (subject to the conditions and limitations of those schemes).

11 Roadside Assistance

- 11.1 Subject to clause 11.2, standard Roadside Assistance Access is included in the Rental Fee.
- 11.2 The Renter is liable for the payment of all road side assistance costs, including the call-out fee, towing fees and replacement parts, including if he/she:
- (a) loses and/or misplaces car keys or locks the car keys inside the Vehicle; or
 - (b) leaves any lights or accessories switched on while the car engine is not running, resulting in a flat battery or other damage.
 - (c) the tyres suffer a puncture or are shredded.
 - (d) Renter action or negligence contributes to the circumstances leading to use of Roadside assistance callout

12 Termination of the DriveMyCar Rental Agreement and Repossession

- 12.1 DriveMyCar may terminate the Rental Agreement at any time if the Renter commits a Major Breach of these Terms and Conditions and DriveMyCar must notify the Renter and Owner, in accordance with clause 14, immediately of the termination of the Rental Agreement.
- 12.2 The Owner may terminate the DriveMyCar Rental Agreement at any time if the Renter commits a Major Breach of these Terms and Conditions and the Owner must notify DriveMyCar in accordance with clause 14, immediately of the termination of the Rental Agreement.
- 12.3 If the Rental Agreement is terminated pursuant to clause 12.1 or 12.2:
- (a) DriveMyCar or the Owner may repossess the Vehicle from the Renter; and
 - (b) the Renter **must** pay the cancellation fees pursuant to clause 6.
- 12.4 Notwithstanding clauses 12.1 or 12.2, the Owner may immediately repossess the Vehicle without notice to the Renter if:
- (a) the Renter has illegally parked the Vehicle for longer than 24 hours;
 - (b) the Renter has committed a reckless breach of road or traffic legislation;
 - (c) the Vehicle is apparently abandoned;
 - (d) payments are in arrears or are not received within 24 hours of the due date; or
 - (e) the Vehicle has not been returned to the Owner at the time and date specified in the DriveMyCar Rental Agreement,
- and the Renter **must** pay the cancellation fees pursuant to clause 6.

- 12.5 If the Owner repossesses the Vehicle directly the Renter agrees to indemnify the Owner for the costs incurred by the Owner. This indemnity may be enforced by DriveMyCar as agent for the Owner.

13 DriveMyCar Responsibility and Liability

- 13.1 DriveMyCar enters into the DriveMyCar Rental Agreement with the Renter as agent of the Owner with respect to payments and receipts only.
- 13.2 Notwithstanding clause 13.1, DriveMyCar, as agent of the Owner, has the right to enforce these Terms and Conditions against the Renter in the event of any failure by the Renter to comply with these Terms and Conditions.
- 13.3 DriveMyCar makes no warranty to the Renter that the Vehicle is in a roadworthy condition.
- 13.4 Except as expressly set out in these Terms and Conditions, DriveMyCar expressly disclaims any further warranties, conditions, or other terms, either express or implied by statute or otherwise.
- 13.5 DriveMyCar accepts no liability in respect of and shall not be responsible to the Renter for:
- (a) the condition of the Vehicle;
 - (b) any information or content provided by the Owner;
 - (c) death or personal injury;
 - (d) any damage to any property, or damage to or loss of any Vehicle;
 - (e) any damage or loss of any belongings left in any Vehicle;
 - (f) any fuel costs;
 - (g) any incidental expenses;
 - (h) any charges or fines mentioned in clause 7; or
 - (i) any theft or breakdown of any Vehicle.
- 13.6 DriveMyCar is not liable to the Renter under or in connection with these Terms and Conditions whether for negligence, breach of contract, misrepresentation or otherwise, for:
- (a) loss or damage incurred by the Renter in connection with any claims made by a third party;
 - (b) loss of profit, goodwill, business opportunity or anticipated saving suffered by the Renter; or
 - (c) any indirect or consequential loss or damage suffered by the Renter.

14 Notices

- 14.1 Any notice to be given to the Renter or DriveMyCar shall be deemed to be given upon it being posted to the address or sent by email to the email address of the Renter, or DriveMyCar (as the case may be) set out in the Rental Agreement.

15 Proper law and jurisdiction

- 15.1 The Renter Contract is governed by and construed in accordance with the laws of the State or Territory in which the Vehicle is registered. The Owner and Renter agree to submit to the non-exclusive jurisdiction of the Courts of that State or Territory and Courts of Appeal there from for all purposes of or in connection with the Renter Contract.

16 Privacy Act 1988 and GPS Units

- 16.1 The Renter authorises DriveMyCar to collect, use and disclose information in respect to any credit it provides to the Renter, including to a Credit Reporting Body. This includes Personal Information required to enable the Credit Reporting Body to provide DriveMyCar with a consumer credit report to assist DriveMyCar in assessing the Renter's credit worthiness, payment or default information, information about fraud or any other serious credit infringement, information about adverse court judgments or insolvency.
- 16.2 If the Renter defaults in the payment of any monies owed to DriveMyCar, the Renter authorises DriveMyCar to provide that information to a Credit Reporting Body and to obtain an up to date consumer credit report on the Renter.
- 16.3 Full details of the DriveMyCar Privacy Policy can be viewed at <https://www.drivemycar.com.au/privacypolicy>
- 16.4 DriveMyCar may fit and operate GPS or other telematics capabilities to the Vehicle to enable it to manage the Vehicle during the Rental Period. By signing the Rental Agreement or taking possession of the Vehicle the Renter authorises DriveMyCar to use the device to manage the Vehicle and collect other information about the use and operation of the Vehicle until it is returned to the Owner. For the avoidance of doubt, the Renter does not have any interest in, or ownership rights in the Vehicle Data.

17 Definitions

17.1 In these Renter Terms and Conditions, unless the context otherwise requires:

Additional Driver has the meaning in clause 3.3

At-Fault Accident means an accident in relation to which the Renter is held legally responsible for the damages or injury.

Claim means any claim, demand, action or proceeding.

Damage means:

- (a) any damage to the Vehicle including its parts, components and accessories;
- (b) towing and salvage fees and assessing fees;
- (c) Loss of Use as a result of that damage or theft.

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.

Damage Liability Charge means the amount shown in the Rental Agreement payable by the Renter if there is damage to or theft of the Vehicle or third party loss.

Designated Handover Location means the location specified in the Rental Agreement for handover of the Vehicle, or any other location as agreed with the Renter.

DriveMyCar means Carly Car Subscription Pty Ltd ACN 075 505 494.

DriveMyCar Insurer means an APRA approved licensed insurer.

DriveMyCar Policy means DriveMyCar's Motor Vehicle Fleet insurance policy with a DriveMyCar Insurer.

Rental Agreement means the document entitled 'DriveMyCar Rental Agreement for use of the Motor Vehicle'.

Rental Fee means the amount payable by the Renter to DriveMyCar as identified on the Rental Agreement.

Handover Inspection Report means the document entitled Handover Inspection Report or the report on the Handover Inspection app which forms part of the Rental Agreement.

Loss of Use means the loss suffered because the Vehicle identified in the Rental Agreement is being repaired or replaced as a result of an accident or because it has been stolen and is being replaced. The amount is calculated on a daily basis at the rate shown in the Rental Agreement.

Major Breach means a breach of any of clauses 2.1, 2.2, 3.2, 3.3, 3.4, 3.5, 3.7(c), 3.8, 5.1, 9.11, 10.2

Owner means an entity which has agreed for their Vehicle to be used by a Renter subject to the terms of the Renter Contract.

Person includes an individual, the estate of an individual, a body politic, a corporation, an association (incorporated or unincorporated) and a statutory or other authority.

Parties means DriveMyCar, the Owner and the Renter.

Rental Period means the period of time that DriveMyCar and Renter have agreed for use of the Vehicle as identified on the front page of the Rental Agreement.

Renter means an individual, firm or company who has entered or may enter into a Renter Contract or any Additional Driver as defined in clause 3.3.

Renter Contract has the meaning given to it in clause 1.1 of these Terms and Conditions.

Terms and Conditions means these terms and conditions which govern the operation of the Renter Contract.

Rental Fee means the amount payable by the Renter to DriveMyCar as identified on the Rental Agreement.

Vehicle means one or more cars, utes, sport utility vehicles and other automotive vehicles made available for hire by an Owner in accordance with the Renter Contract and includes the Vehicle's parts, components and accessories.

Website means the www.drivemycar.com.au website and the content, features and services offered through it.