

RENTER TERMS AND CONDITIONS

1 Governing Terms and Conditions

- 1.1 These Terms and Conditions (**Renter Terms and Conditions**), the DriveMyCar Rental Agreement, the Website Terms & Conditions and the Privacy Policy 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 obligations imposed by this Renter Contract will be strictly enforced for the mutual benefit of DriveMyCar, the Owner and Renters in creating a safe and trusted peer to peer community.
- 1.3 The Australian Consumer Law confers rights that are not affected by these Renter Terms and Conditions and no clause in these Renter 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 full Australian drivers licence (Provisional, Probationary and Learners licences or permits are not accepted) or have a valid international drivers licence and a valid licence from their country of residence; and
 - (c) be twenty-one (21) years of age or older and less than 85 years of age.
- 2.2 The Renter **must not**:
 - (a) have incurred any speeding fines in the last twelve (12) months;
 - (b) have been in an At-Fault Accident in the last twelve months;
 - (c) have had his/her licence cancelled or suspended in the last twelve 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 the Renter Terms and Conditions.
- 3.2 The Vehicle **must** only be driven by the Renter named on the front page of the DriveMyCar 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 Renter 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's licence;

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

- (a) use the Vehicle for hire or reward or to carry on a business;
- (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, 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 the Owner;
- (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 the Owner.

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; and
- (d) inform DriveMyCar and the Owner immediately if:
 - (i) a warning light or fault message appears;
 - (ii) they become aware of low engine or brake oils, engine coolant levels or tyre pressures; 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 and the Owner are not notified and the Vehicle continues to be used, the

Renter and any Authorised 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 the Owner and DriveMyCar; and
 - (b) immediately deliver to the Owner every summons, complaint, document or paper in relation to loss identified in clause 3.8(a).
- 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 provide written confirmation to the Renter in accordance with clause 14;

4 Vehicle handover procedure - Renter

- 4.1 The Renter must attend the Designated Collection Location at the time and date agreed with the Owner to pick up the Vehicle.
- 4.2 The Renter must make suitable arrangements for the payment of tolls that may be incurred during the Rental Period and must take reasonable steps to request that the Owner remove any electronic toll device or e-tag and removes the Vehicle from the Owner's toll account.
- 4.3 At the handover of the Vehicle, the Renter **must**, in the Owner's presence:
- (a) check that:
 - (i) the Vehicle's registration and compulsory third party insurance are current and will remain valid for the duration of the Rental Period;
 - (ii) the Vehicle is in a roadworthy, serviceable and in a safe condition;
 - (iii) the Vehicle's spare tyre is roadworthy and inflated;
 - (iv) the jack and tyre replacement tools are in the Vehicle;
 - (v) all Vehicle fluids such as fuel, transmission, oil, coolant, brake and power steering fluid and wiper wash are full;
 - (vi) the Vehicle is clean; and
 - (vii) the Owner has removed all personal belongings from the Vehicle.
 - (b) review the DriveMyCar Rental Agreement, including the Handover Inspection Report and the Handover Checklist;
 - (c) inspect the digital photographs of the Vehicle taken by the Owner to confirm that they accurately show the internal and external condition of the Vehicle and/or take their own photographs; and
 - (d) produce the Renter's Driver's Licence for inspection by the Owner.
- 4.4 At the handover of the Vehicle to the Renter the Owner and Renter **must** complete and sign:
- (a) the Handover Inspection Report; and
 - (b) the Handover Checklist;
- 4.5 If at the time of hand over to the Renter the Owner fails to sign the Handover Inspection Report or the Handover Check List or take the photographs required by clause 4.3(c) and the Owner Agreement, the Owner forfeits the right to claim for any Damage allegedly caused by the Renter during the Rental Period.

- 4.6 If at the time of hand over by the Owner the Renter fails to sign the Handover Inspection Report or the Handover Check List 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 Total Rental Fee shown on the DriveMyCar Rental Agreement which includes:
- (a) the Owner Rate;
 - (b) DriveMyCar Fee;
 - (c) Damage Cover;
 - (d) Roadside Assistance Access Fee;
 - (e) GST; and
 - (f) Credit card fee
- 5.2 At the commencement of the rental, the Renter **must** pay a Deposit Bond to cover any additional charges, which includes, but is not limited to, fuel, additional kilometres or Damage.
- 5.3 The Deposit Bond, 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 DriveMyCar Rental Agreement and these Renter Terms and Conditions and subject to there being no Major Breach.
- 5.4 If the Renter exceeds the excess kilometres specified in the DriveMyCar Rental Agreement, the Renter must pay DriveMyCar the excess rate per excess kilometre or such other amount as is shown in the DriveMyCar Rental Agreement;
- 5.5 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.
- 5.6 If the Renter is required to pay DriveMyCar any amount under these Renter 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.
- 5.7 If the Renter requests DriveMyCar to perform any action or function under these Renter Terms and Conditions or if the Renter has failed to comply with the Renter Terms and Conditions thereby requiring rectification by DriveMyCar, the Renter **must** pay:
- (a) DriveMyCar a processing fee of \$40 or such other fee as specified in writing for each action or function; and
 - (b) the full third party costs and expenses.
- 5.8 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 DriveMyCar Rental Agreement.
- 6.4 The Renter may cancel a DriveMyCar Rental Agreement after they have signed the DriveMyCar Rental Agreement subject to a cancellation fee pursuant to the following conditions:
- (a) If a DriveMyCar Rental Agreement is cancelled before Commencement of Rental, the Renter must pay 30% of the Total Rental Fee or \$200, whichever is the greater.
 - (b) If a DriveMyCar 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;
 - (c) As an alternative to complying with clause 6.4(b), the Renter may provide the Owner and DriveMyCar with 60 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.
- 6.5 If the Owner cancels a DriveMyCar Rental Agreement after the Commencement of Rental and the Renter is not in arrears, the Owner agrees that, in addition to the Owner being bound by the cancellation terms of the Owner Contract, the Renter may keep the Vehicle until such time as DriveMyCar has found a replacement Vehicle.

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.
- (a) A processing fee 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.
 - (b) A processing fee of \$40 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.
- 7.2 The Renter must notify DriveMyCar and the Owner 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.
- 7.3 Upon receipt of a fine, penalty, traffic infringement or toll notice the 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.
- 7.4 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 Owner at the Designated Return Location on or before the time and date agreed between the Owner and the Renter.

- 8.2 The Renter remains responsible for the Vehicle until it is returned to the Owner in accordance with clause 8.1 and these Renter 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 to the Owner 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 the Owner and DriveMyCar.
- 8.4 At the time of hand over at the Designated Return Location the Renter **must**:
- (a) return the Vehicle to the Owner with its keys or keyless start device and all parts and accessories, including manuals, audio equipment, GPS unit, tools and wheel locking nuts) 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) has been cleaned prior to hand over to the Owner;
 - (ii) is returned with at least the same amount of fuel as was present at the commencement of the Rental Period; and
 - (c) check that the Owner has taken photographs of the Vehicle that are taken as close as practicable to those areas photographed at the handover to the Renter at the Commencement of the Rental Period and in the manner required by clause 4.3(c); and
 - (d) sign the Handover Inspection Report.
- 8.5 If at the time of handover by the Renter the Owner fails to sign the Handover Inspection Report or take, or have taken, the photographs required by clauses 4.3(c) or 8.4(c) and the Owner Contract, the Owner forfeits the right to claim for any Damage allegedly caused by the Renter during the Rental Period.
- 8.6 If at the time of handover to the Owner 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 there is a disagreement over fuel levels at the handover of the Vehicle, the Owner and Renter must use their best endeavours to resolve that dispute between themselves.
- 8.8 If the Vehicle is not returned at the time and date specified in the DriveMyCar Rental Agreement or as agreed between the Owner and the Renter the Vehicle may immediately be reported as stolen and may be de-registered.
- 8.9 If the Owner or DriveMyCar (as the case may be) are required to replace any shortfall in fuel, the Renter agrees to pay \$3.00 per litre of fuel replaced.
- 8.10 If the Vehicle is returned to the Owner without the service log book, the GPS unit, GPS disk or other accessories supplied to the Renter at the commencement of the rental, the Renter shall be charged replacement cost or \$150, whichever is the greater, for each item unreturned.
- 8.11 All vehicles must be returned prior to 5pm on the agreed day of return, otherwise a \$50 fee will be charged by DriveMyCar to the Renter. If a return time after 5pm is pre-agreed and the vehicle is returned in excess of 2 hours after the pre-agreed time a \$50 fee will be charged by DriveMyCar to the Renter.

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:
- (a) the Renter must pay the Damage Liability Charge, which will be charged by DriveMyCar immediately upon notification of an accident.
 - (b) If the Renter or Additional Driver is aged under 25 years an additional Damage Liability Charge of \$500 will apply.
- 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 DriveMyCar Rental Fee at the daily rate shown in the DriveMyCar Rental Agreement from the date of the accident or theft until the earlier of:
- (a) payment of the Damage Liability Charge;
 - (b) the completion of repairs if the Vehicle is damaged;
 - (c) the Vehicle is replaced because it is declared a total loss because it is damaged beyond repair; or
 - (d) the Vehicle is replaced because it is stolen.
- 9.5 If the Vehicle is damaged or stolen and provided that the Renter has not committed a Major Breach of the Renter 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 DriveMyCar Rental Agreement;
 - (b) payment (per incident) of the applicable Damage Liability Charge;
 - (c) compliance with these Renter Terms and Conditions;
 - (d) the Renter not being covered under any other policy of insurance such as his 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 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 and is at the discretion of the Insurer, not DriveMyCar.
- 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 Renter 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 refuelled with fuel 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 any beach or in any other area exposed to saltwater; or
 - (j) out of the state in which the Renter collected it without the consent of the Owner and 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 You; 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 this 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 this 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). For details of the scope, conditions and limitations of this coverage, You should contact the relevant authority in the State or Territory in which the Vehicle is registered.

11 Roadside Assistance

- 11.1 Subject to clause 11.2, standard Roadside Assistance is included in the Total Rental Fees.
- 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.

12 Termination of the DriveMyCar Rental Agreement and Repossession

- 12.1 DriveMyCar may terminate the DriveMyCar Rental Agreement at any time if the Renter commits a Major Breach of the Renter Terms and Conditions and DriveMyCar must notify the Renter and Owner, in accordance with clause 14, immediately of the termination of the DriveMyCar Rental Agreement.
- 12.2 The Owner may terminate the DriveMyCar Rental Agreement at any time if the Renter commits a Major Breach of the Renter Terms and Conditions and the Owner must notify the Renter and DriveMyCar in accordance with clause 14, immediately of the termination of the DriveMyCar Rental Agreement.
- 12.3 If the DriveMyCar 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 The Renter may terminate the DriveMyCar Rental Agreement at any time if the Owner commits a Major Breach of the Renter Terms and Conditions and the Renter must notify the Owner and DriveMyCar, in accordance with clause 14, immediately of the termination of the DriveMyCar Rental Agreement.
- 12.5 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.
- 12.6 If the Owner repossesses the Vehicle directly the Renter agrees to indemnify the Owner for the costs incurred by 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 Renter Terms and Conditions against the Renter in the event of any failure by the Renter to comply with these Renter 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 Renter 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;
 - (i) any theft or breakdown of any Vehicle; or
 - (j) any failure of the Owner to honour these Renter Terms and Conditions;
- 13.6 DriveMyCar is not liable to the Renter under or in connection with these Renter 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 Owner, 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 Owner, Renter, or DriveMyCar (as the case may be) set out in the DriveMyCar 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 DriveMyCar takes all reasonable steps to ensure that Your personal information is securely held and protected from misuse or unauthorised access.
- 16.2 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.
- 16.3 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.
- 16.4 Full details of the DriveMyCar Privacy Policy can be viewed on Our website at www.drivemycar.com.au

- 16.5 DriveMyCar may fit and operate GPS or other electronic tracking capabilities to the Vehicle to enable it to track the Vehicle during the Rental Period. By signing the DriveMyCar Rental Agreement or taking possession of the Vehicle, You authorise DriveMyCar to use the device to track the Vehicle until it is returned to the Owner.

17 Definitions

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

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.

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

Designated Collection Location means the location specified in the DriveMyCar Rental Agreement for collection of the Vehicle, or any other location as agreed between the Owner and the Renter.

Designated Return Location means the location specified in the DriveMyCar Rental Agreement for return of the Vehicle, or any other location as agreed between the Owner and the Renter.

DriveMyCar means DriveMyCar Rentals Pty Ltd ACN 075 505 494.

DriveMyCar Insurer means an APRA approved licensed insurer.

DriveMyCar Policy means Our Motor Vehicle Fleet insurance policy with Our Insurer.

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

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

DriveMyCar Services means services relating to the rental of the vehicle, including managing DriveMyCar Rental Agreements, co-ordination of the drop off of the vehicle at the Destination at the commencement and conclusion of each Rental Period, collection of rental fees from the Renter, payment of the Owner Fee and arranging damage cover and insurance over the Vehicle.

Handover Checklist means the document entitled 'Handover Checklist' which forms part of the DriveMyCar Rental Agreement.

Handover Inspection Report means the document entitled 'Handover Inspection Report' which forms part of the DriveMyCar Rental Agreement.

Loss of Use means the loss suffered because the Vehicle identified in the DriveMyCar 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 DriveMyCar Rental Agreement.

Major Breach means a breach of any of clauses 2.1, 2.2, 3.2, 3.3, 3.4, 3.5, 10.2(a), 10.2(b), 10.2(c), 10.2(g), 10.2(h), 10.2(i), or 10.2(j).

Owner means a Person who has agreed to hire out his, her or its Vehicle to a Renter in accordance with the contract between DriveMyCar and the Owner (**Owner Contract**).

Owner Rate means the amount payable by the Renter as identified on the DriveMyCar Rental Agreement.

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 the Owner and Renter have agreed for use of the Vehicle as identified on the front page of the DriveMyCar Rental Agreement.

Renter means an individual, firm or company which has agreed to hire a Vehicle from the Owner in accordance with the Renter Contract or any Additional Driver as defined in clause 3.3.

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

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