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**TERMS AND CONDITIONS FOR OWNERS CORPORATION COMMUNAL CARS**

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## TERMS AND CONDITIONS FOR OWNERS CORPORATION COMMUNAL CARS USAGE

These terms and conditions lay down conditions for the Drivers to use the Cars licenced by the Owners Corporation for the use of Owners and Occupiers of Lots contained within the Owners Corporation.

### RECITALS

- A. Sh@reCar® is the owners of the Cars.
- B. The Owners Corporation has in accordance with Section 12(1) of the Owners Corporation Act licenced the Cars from Sh@reCar® for the use of Drivers, subject to the terms and conditions contained herein.
- C. The Drivers have agreed to comply with these terms and conditions.
- D. The Owners Corporation has in accordance with Section 12(1) of the Owners Corporation Act engaged Sh@reCar® to uphold the terms and conditions of this Agreement.
- E. Any reference to payment obligations listed in this document are to be treated in (AUD) Australian currency only.

**AGREED** as follows:

### 1. DEFINITIONS IN THIS DOCUMENT

**Booking Period** means the time that the Driver has pre-booked for use of a Car. The Booking Period can be extended in accordance with these Terms and Conditions.

**Car** refers to a communal car, inclusive of all its parts, components, accessories and contents, licenced to the Owners Corporation that a Driver is permitted to drive for the Booking Period subject to compliance with these terms and conditions.

**Damage Report Log** is the log placed in the Procedure Manual in the Car where Drivers record any damage to the Car of which they have become aware (both interior and exterior).

**Driver** means a person that:

- (a) Is an Owner or Occupier;
- (b) has agreed to these Terms and Conditions; and
- (c) takes full responsibility for the payment of all liability, fees, charges, fines and costs incurred whilst a Driver of a Car for the term of their Membership; and
- (d) has been accepted by the Owners Corporation as someone that can drive a Car.

**Key/s** refer to a key or electronic access device used to unlock, start engine and /or lock the Cars.

**Manager** means Network Pacific Real Estate Pty Ltd of Level 1/296 Doncaster Road, North Balwyn in Victoria that has been engaged by the Owners Corporation to uphold the terms and conditions of this Agreement and reports to and manages any funds on behalf of the Owners Corporation in respect to the cars.

**Membership** refers to the accepted application and its term of an agreement between a Driver and the Sh@reCar®.

**Occupier (or its derivatives)** means any person occupying or in possession of a Lot on the Plan of Subdivision.

**Owners Corporation** means Owners Corporation established pursuant to the Owners Corporation Act to manage the Lots contained within the Plan of Subdivision.

**Owner** means a person or entity in possession of a Lot on the Plan of Subdivision.

**Plan of Subdivision** means Plan of Subdivision .

**Procedure Manual** is the manual which outlines the guidelines for a Drivers use of the Cars and must be referred to when using the Cars. Sh@reCar® and the Owners Corporation reserve the right to update the Procedure Manual from time to time without prior notice to the Driver. A Driver shall ensure that s/he has familiarised themselves with the Procedure Manual terms then in force. The Owners Corporation shall ensure a copy of the Procedure Manual is contained within the Cars.

**Reserved Parking Space** means the reserved space within the Plan of Subdivision which the Car is parked when not in use by a Driver.

**Terms and Conditions** means these terms and conditions.

## **2. APPLICATION TO BECOME A DRIVER**

2.1 An Occupier may apply to Sh@reCar® to be accepted as a Driver by:

- (a) submitting a completed and signed application form, including accepting these terms and conditions and providing those forms to Sh@reCar®.

2.2 An application to be a Driver can only be accepted if they are 21 years of age or older and:

- (a) the applicant agrees to be bound by these Terms and Conditions;
- (b) the applicant completes all parts of the application forms that Sh@reCar® deems required information. Required information includes but is not limited to certain bank account or credit card information and also includes but is not limited to certain disclosures regarding the Driver's driving and insurance history;
- (c) The applicant provides details of a current credit card acceptable to Sh@reCar® as security for the use of the Car. The applicant acknowledges Sh@reCar® may debit this card in accordance with this Agreement.
- (d) Sh@reCar® and the Owners Corporation does not otherwise object to the applicant being accepted as a Driver. Sh@reCar® and the Owners Corporation reserve the right to object to or refuse any applicant as an accepted Driver.
- (e) The applicant agrees to Sh@reCar® checking the applicant's driving history to confirm that the applicant has not had his or her driving licence cancelled or suspended during the previous five years.

2.3 The applicant must provide Sh@reCar® with correct information when applying to be a Driver (including, without limitation, the applicants current Australian Drivers Licence, name, address, email address, credit card details, phone, driving history, medical history and whether they are presently taking drugs (prescription or otherwise). It is the Driver's responsibility to update Sh@reCar® with any changes to this information. Sh@reCar®, the Manager and the Owners Corporation's main means of communicating with members is via email and a valid email address must be provided unless otherwise agreed.

### **3. SH@RECAR® RESPONSIBILITIES**

- 3.1 Sh@reCar® and the Manager will carry out regular checks on the Car.
- 3.2 Subject to clause 3.3 below, the Manager, Owners Corporation or Sh@reCar® is not liable to a Driver under or in connection with this Agreement, whether for negligence, breach of contract, misrepresentation or otherwise, for:
- (a) Loss or damage incurred by the Driver as a result of any claims made by a third party including without limitation any passengers in the Car;
  - (b) Loss of profit, goodwill, business opportunity or anticipated saving suffered by a Driver or a third party;
  - (c) Any indirect or consequential loss or damage suffered by the Driver;
  - (d) Any other damage or loss whatsoever and howsoever arising that may be suffered or caused to the Driver, a third party or property arising out of the Driver's use of the Car;
- 3.3 Nothing in this Agreement will operate to exclude or restrict the Owners Corporation's liability for:
- (a) Death or personal injury resulting from gross negligence by Sh@reCar®, the Manager or Owners Corporation;
  - (b) Sh@reCar®, the Manager or Owners Corporation's fraud.
- 3.4 The Driver acknowledges that it uses the Car at their own risk and agrees to forever indemnify, release and hold harmless the Owners Corporation, the Manager, Sh@reCar® and their office bearers in respect to any liability, damage or loss caused or suffered to the Driver, its passengers, any third party or property whatsoever and howsoever arising out of the Driver's use of the Car or Reserved Parking Space.

### **4. CONDITIONS OF CAR USE FOR THE DRIVERS**

- 4.1 The Car must only be driven by an authorised Driver.
- 4.2 A person that is not authorised to drive the Car will not be indemnified nor have the benefit of any rights contained in these terms and conditions.
- 4.3 In accordance with 4.2, if any non-authorised driver causes damage to the Car or a third party, the Driver in whose name the Booking was made shall be held liable.
- 4.4 The Driver must not use the Car for:
- (a) hire or reward.
  - (b) any illegal purpose.
  - (c) off-road driving (four wheel drive, unmarked tracks or roads);
  - (d) racing;
  - (e) teaching someone to drive;
  - (f) any purpose or use that would in any way invalidate the Car insurance maintained by Sh@reCar® and/or the Owners Corporation or the roadside assistance program maintained by Sh@reCar® and/or the Owners Corporation; or

- (g) any other purpose that Sh@reCar® considers in its reasonable opinion is materially detrimental to the reputation of Sh@reCar® and/or the Owners Corporation.
- 4.5 Drivers must not sell, rent or dispose of the Car or any of its parts, or attempt to give anyone any legal rights over the Car.
- 4.6 The Driver must not use the Car when under the influence of drugs (including prescription drugs unless first approved in writing by Sh@reCar®) and must obey the legal alcohol and drug limits relevant to the roads laws in each state of Australia.
- 4.7 The Driver must not carry a number of passengers which exceeds the designed seating capacity of the Car.
- 4.8 The Driver must not carry baggage which would cause the Car to be overloaded.
- 4.9 The Driver must not drive the Car outside the State where the Car was collected from, or above the snowline.
- 4.10 The Driver must inform Sh@reCar® immediately if they become aware of any defect or damage to a Car (either internal or external) not recorded in the Damage Report Log.
- 4.11 The Driver may be liable for payment of repairs to a Car which is over and above the Manager's general cleaning and maintenance routine, or if the Car has been damaged either inside or outside as a result of use by the Driver.
- 4.12 The Driver must always use the Car in accordance with all applicable laws and regulations which may be in force at any time.
- 4.13 Sh@reCar® reserves the right to immediately suspend and/or terminate the use rights of any Driver if that Driver contravenes any of these Terms and Conditions or at Sh@reCar®'s discretion. On suspension, any existing Bookings the Driver may have shall be cancelled by Sh@reCar® at its discretion.

## **5. MAKING A BOOKING**

- 5.1 Sh@reCar® will maintain a Booking Schedule for the use of a Car. The Manager will use its best endeavours to ensure that the Cars will be available for any booking made by a Driver.
- 5.2 A Driver can only book a Car under their name.
- 5.3 A third party cannot book a Car on behalf of a Driver under any circumstances.
- 5.4 A booking can be made online anytime, or in accordance with the methods outlined in the Procedure Manual. Drivers acknowledge:
  - (a) any booking for a Car is subject to the Cars not being otherwise booked by another driver;
  - (b) Sh@reCar®, the Manager and Owners Corporation has no control over the return of the Cars by Drivers in accordance with their booking made;
  - (c) Sh@reCar®, the Manager and Owners Corporation cannot guarantee that a Car will be available to meet a booking made by a Driver;
  - (d) Sh@reCar®, the Manager and Owners Corporation is not liable for any damage or loss (including consequential loss) suffered or caused by the Sh@reCar® or the Manager not being able to honour a booking made by a Driver.

## **6. BOOKING PERIOD**

- 6.1 A Driver must always book the Car prior to use.
- 6.2 The minimum Booking Period is 60 minutes with 30 minute increments.
- 6.3 A Booking Period can start on the hour or at thirty minutes past the hour.
- 6.4 Drivers can use the Car for the Booking Period only.
- 6.5 Except as otherwise provided herein, the Driver can be charged a penalty of \$1,000 to their credit card by Sh@reCar® for each instance that the Driver has possession of the Car in excess of the Booking Period the Driver booked the Car for, subject to 7.1(b).
- 6.6 The Booking Period limitations are in accordance with the Procedure Manual, which may change from time to time. Any advance bookings should also be made in accordance with the Procedure Manual.

## **7. CHANGING A BOOKING PERIOD**

- 7.1 Extending a Booking
  - (a) Drivers may extend a Booking prior to the commencement of the Booking Period if there is no other Booking of the Car during the period of the desired extension.
  - (b) If a Driver pre-advises Sh@reCar® or the Manager in accordance with the Procedure Manual, (which may change from time to time), prior to the end of the Booking Period that the Driver will be late, and there is no other Booking Period due to commence immediately after, the Booking Period can be extended without penalty.
- 7.2 Cancelling a Booking
  - (a) A Booking may be cancelled without penalty if cancelled before the start of the Booking Period.

## **8. CAR COLLECTION**

- 8.1 The Driver must collect the Car from its Reserved Parking Space.
- 8.2 The Driver is responsible for assessing the condition of the Car (both interior and exterior) at the start of the Booking Period. Failure to immediately notify the relevant contact as outlined in the Procedural Manual of any faults (not previously reported in the Damage Log Report in the Car) will be deemed to indicate the Driver's acceptance of the good working order of the Car at the beginning of the Booking Period. Sh@reCar®, the Manager and Owners Corporation shall not be liable for any damage or loss caused or suffered arising out of the car not being in good working order.

## **9. DURING A BOOKING PERIOD**

- 9.1 Drivers are responsible for the Car, and anything that happens to it, from the moment they collect the Keys from the Manager until the time they return the Keys to the Manager.
- 9.2 During the Booking Period, Drivers must immediately inform the relevant contact outlined in the Procedure Manual by phone of any fault in the Car and must not use the Car whilst it is in an unroadworthy condition.
- 9.3 Drivers must make sure they use the appropriate fuel as required by the Car when refuelling it. The Driver is liable for any damage and/or loss suffered in the event the Car is refuelled with the incorrect fuel.

- 9.4 Smoking and pets are prohibited in the Car except as otherwise authorised in writing by the Manager such authorisation to be obtained prior to use of the Car. However, certain pets like service animals shall be permitted in the vehicle, or upon application to the Manager a pet may be allowed where the applicant expressly states that cleaning cost shall be incurred by him or her. Drivers who smoke in the Car or allow a pet in the Car will incur penalty as outlined in the Procedure Manual and such penalties may change from time to time and will be charged to the Driver's credit card.
- 9.5 Drivers must lock the Car when not using it during their Booking Period.
- 9.6 Drivers must not leave the Car key in the Car at any time except when placing it in the designated location at the end of the Driver's Booking Period.
- 9.7 If a Key is lost a penalty may be applied to the Driver according to the Procedure Manual, in addition to:
- (a) the cost of replacing the Key;
- 9.8 Drivers are responsible for paying any tolls, fines, fees or charges Drivers may incur during the Booking Period, including fees for using Citylink or any other applicable toll road.
- 9.9 Drivers acknowledge that if any fines are incurred during the Booking Period in which they had control of the Vehicle that Sh@reCar® will notify the relevant authority that the Driver was in control of the Car. Drivers agree to indemnify and release Sh@reCar®, the Manager and the Owners Corporation in relation to any fines, fees or charges that arise during the Booking Period as per the Procedure Manual.
- 9.10 If a Car battery is made flat during a booking (e.g. by leaving on lights, door open, keys in the ignition or by any method), a penalty may be applied to the Driver's credit card in accordance with the Procedure Manual.

## **10. REFUELLING**

- 10.1 If a Driver returns a Car at the end of their Booking Period with a fuel tank less than full, the Manager will refill and Sh@reCar® will charge the Driver's credit card and in such cases the Manager will not be obligated to search for the best possible fuel price.

## **11. WHAT TO DO IN CASE OF ACCIDENT OR THEFT**

- 11.1 If the Driver has an accident, the Driver should not admit fault and:
- (a) Make the Car secure and inform the police immediately if anyone is injured or there is a disagreement as to the facts;
  - (b) Note down the Car registration, names, addresses and licence numbers of any other drivers involved;
  - (c) Note down the names and addresses of any witnesses; and
  - (d) Call the Manager immediately on the number contained within the Procedure Manual.
- 11.2 The Manager will send the Driver an incident report form, which should be filled in immediately and returned to Sh@reCar®.
- 11.3 Drivers must provide accurate statements and cooperate with Sh@reCar®, the Manager and Owners Corporation's Insurer in any way as required by them.



11.4 If a Driver is at fault in an accident or incident that causes a Car to be off the road and unable to be used by the other Drivers, the Driver will incur a penalty in accordance with the Procedure Manual for the period that the Car is off the road.

## **12. BREAKDOWN**

12.1 Any breakdown involving a Car must be reported to roadside assistance as indicated in the Procedure Manual, and the Manager at the first available opportunity. Either the Manager and/or roadside assistance will attend the car and the Driver may be provided with alternative transport if necessary in accordance with the Procedure Manual. During the Booking Period, if a problem arises that prevents or limits the use of the Car or that may compromise people's safety, Drivers must immediately notify Sh@reCar® and park the Car in accordance with Sh@reCar®'s instructions.

12.2 It is strictly forbidden to use a Car to jump start or tow any other vehicle.

## **13. PARKING AND TRAFFIC OFFENCES**

13.1 Drivers are ultimately liable for all parking and traffic offence penalties that relate to a Driver's Booking Period including, but not restricted to, parking tickets, speeding fines, clamping fines, bus lane fines and compound charges. However, wherever possible, it is the Driver's responsibility to pay the relevant authority directly. Drivers must report any such offences to the Manager as soon as possible.

13.2 In the event that Sh@reCar® receives a parking or traffic offence notice and is either:

- (a) obliged to provide the relevant authority with the identity of the Driver of the relevant Car at the time of the offence prior to payment of the offence notice, or
- (b) is able to transfer liability for the offence notice to the Driver of the relevant Car at the time of the offence prior to payment of the offence notice, Sh@reCar® will do so.

The Driver will incur a charge in accordance to the Procedure Manual. This administration charge is payable to Sh@reCar® on demand, or may be added to the Driver's invoice and be automatically debited through credit card at the time the invoice is payable.

13.3 In the event that Sh@reCar® receives a parking or traffic offence notice and is unable to transfer liability for the payment of the offence notice to the Driver of the relevant Car at the time of the offence prior to payment, the Driver will incur an administration charge as per the Procedure Manual, plus the cost of the offence notice. This amount is payable to Sh@reCar® on demand, or may be added to the Driver's invoice and be automatically debited through the Driver's credit card at the time the invoice is payable.

## **14. LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY**

14.1 Subject to this clause 14, the Driver is liable:

- (a) for the loss of, and all damage to, the Car; and
- (b) for all damage to the property of any person:
  - (i) which is caused or contributed to by the Driver; or
  - (ii) which arises from the use of the Car by the Driver.

This clause 14 does not apply to any damage or loss for which Sh@reCar®, the Manager or Owners Corporation is liable to the Driver under these Terms and Conditions.

*Remember that references to the Car include all of its parts, components, accessories and contents (see the definition of Car in clause 1).*

14.2 Subject to clause 14.3, if:

- (a) The Driver pays the excess in accordance with the insurance policy for each separate event involving damage to or loss of, the Car or for each separate event involving damage to the property of any third party which is caused by the use of the Car by the Driver, the Owners Corporation waives the Drivers liability under clause 14.1 for damage to the Car or loss of the Car:
- (b) that the Driver is entitled to be indemnified under a policy of motor vehicle insurance provided by a registered insurer for the Driver and the Driver's legal liability to a third party for damage to the property of that third party which is caused by the use of the Car by the Driver.

14.3 The Driver must always pay, and clause 14.2 does not cover:

- (a) the excess in accordance with the insurance policy maintained by Sh@reCar® if there is damage to or loss of the Car or if there is damage to the property of any third party;
- (b) the cost of rectifying any tyre damage not attributable to normal wear and tear;
- (c) the cost of repairing any damage caused deliberately or recklessly by:
  - (i) the Driver;
  - (ii) any other unauthorised person driving the Car; or
  - (iii) any passenger carried during the Booking Period;
- (d) the cost of repairing any damage to the Car or to third party property caused by the Driver using, or permitting the vehicle to be used, in any area prohibited by Sh@reCar®, the Manager or Owners Corporation;
- (e) the cost of repairing overhead or roof damage caused by, but not limited to, contact between the Car and objects overhanging or obstructing the path of the Car; or
- (f) the cost of repairing any water damage to the Car or any underbody damage, and any resulting damage from that underbody damage, to the Car.

14.4 For the purposes of this clause 14, the amount the Driver must pay for any damage or repair that may be reasonably determined by Sh@reCar®, the Manager or Owners Corporation is:

- (a) the cost of repairs to the Car or the market value of the Car at the time of the loss or damage, whichever is the lesser;
- (b) appraisal fees;
- (c) towing, storage and recovery costs;
- (d) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities; and
- (e) a per day loss of use fee based on the estimated downtime of the Car.

If the amount determined by Sh@reCar®, the Manager or Owners Corporation and paid by the Driver under this clause 14.4 exceeds the final cost of the damage or repair, Sh@reCar®, will refund the difference to the Driver.

## 15. CAR RETURN

- 15.1 The Driver must return the Car locked, clean and in good working order, with a full tank of fuel as applicable to a particular Car, and with the Key in the designated position, to the same Reserved Parking Space from which it was collected, no later than the end of the Booking Period. Failure to do so may incur a monetary penalty as per the Procedure Manual.
- 15.2 If the Driver returns the Car after the end of the Booking Period, the Driver will incur penalty as per the Procedure Manual:
- (a) Returning a Car less than 3 minutes after the end of the Booking Period will not result in a Driver incurring any penalty.
  - (b) The Driver and/or Driver may extend the Booking Period if they do so in accordance with clause 7.1 and 9.1. However, Drivers will be liable for any usage charges attributable to the extended Booking Period as per the Procedure Manual.
- 15.3 If a Driver does or does not pre-advise Sh@reCar®, the Manager or Owners Corporation at least 15 minutes prior to the end of the Booking Period, and there is another Driver waiting for the Car, a penalty as per the Procedure Manual may be applied to the Driver at Sh@reCar®, the Manager or Owners Corporation's discretion.
- 15.4 If the Car is left in a state that requires an emergency cleaning before another Driver can use the Car, the Driver must pay:
- (a) in accordance with the Procedure Manual; or
  - (b) the cost of the emergency cleaning. In addition, if the Car is caused to be off the road and unable to be used by other Drivers, the Driver who left the Car in a state requiring an emergency cleaning will incur the penalty.
- 15.5 Drivers must inform the Manager immediately if they fail to leave the Key in the designated spot at the end of their Booking Period. If not, a penalty may be applied to the Driver as per the Procedure Manual.
- 15.6 Drivers must endeavour to ensure that the Car is parked in its Reserved Parking Space at the end of the Booking Period. If the Driver is forced to park the Car in any other area, they must notify the Manager immediately of the exact location of the car and the registration of the Car parked illegally. Drivers must not park the Car in any Disabled or other illegal parking space. If the Owners Corporation, Manager or the Driver receives a parking infringement notice in respect of the driver parking the Car in a Disabled or other illegal parking space, the Driver will be liable for the fine and should deal with the fine in accordance with clause 13.
- 15.7 Drivers must ensure that all functions that use the Car's battery e.g. lights and accessories are switched off to end the Booking. If one or more of the functions that use the Car's battery is left on, a penalty in accordance with the Procedure Manual may be applied to the Driver at Sh@reCar®'s discretion.
- 15.8 Drivers must check that they have not left any belongings in the Car before leaving the Car at the end of their Booking Period. The Driver agrees not to hold Sh@reCar®, the Manager or Owners Corporation responsible for any belongings left in the Car. The Manager may hold items left in the Car for no longer than three months to allow time for collection. After three months, all items will go to charity.
- 15.9 If a Driver requires access to a Car after the Booking Period to check for belongings left in the Car, then the Driver can call the contact outlined in Procedure Manual.

## **16. PRICING STRUCTURE**

- 16.1 The Owners Corporation reserves the right at any time to update its fees and charges that may apply pursuant to this Agreement.

## **17. INSURANCE COVER**

- 17.1 Provided Drivers fulfil their obligations, as set out in these Terms and Conditions, including but not limited to providing all relevant disclosures in relation to the Driver's driving and insurance history, they will be covered by fully comprehensive motor insurance maintained by Sh@reCar® when driving a Car.
- 17.2 The insurance policy maintained by Sh@reCar® provides cover against loss or damage to the Car, in accordance with the insurers Product Disclosure Statement.
- 17.3 No cover is provided by the insurer or Sh@reCar®, the Manager or Owners Corporation for the theft of personal belongings from the Car, nor is any personal accident cover provided, unless otherwise stated in the insurers Product Disclosure Statement.
- 17.4 By allowing a person to become a Driver, Sh@reCar®, the Manager and the Owners Corporation is authorising that Driver to drive under Sh@reCar®'s motor insurance policy.
- 17.5 Drivers are liable to pay an excess in the event a Driver has an accident. The excess may vary dependent on age, license status, driving experience and State, and is in accordance with the insurers Product Disclosure Statement.
- 17.6 Any personal motor insurance policy may not be valid when Drivers are using a Car.
- 17.7 Drivers must inform Sh@reCar® immediately should any of their driving history details change during the course of their membership, including but not restricted to any further endorsements or accidents. Failure to inform Sh@reCar® in relation to a change in driving history details could leave the Driver liable for penalties or as per clause 4.13.
- 17.8 Insurance cover, standard excess, excess reduction fee and reduced excess may change from time to time. The Driver has the responsibility to familiarise themselves with such rules.

## **18. SH@RECAR® CAR SECURITY DEVICES**

- 18.1 A car can be tracked at any time using GPS Car tracking technology. The Car will be fitted with GPS security tracking systems.
- 18.2 Sh@reCar®, Owners Corporation and/or Manager will use Car location information for the purpose of recovering a Car or Cars which are not returned at the end of a Booking, or otherwise stolen, and will share this information with the Police or other authorities or companies as necessary for the purposes of recovering the car or cars.
- 18.3 All Cars security system will report incidents of high acceleration and braking and any Driver who is found to be a repeat offender may be liable for any damage and/or loss in accordance with these terms and conditions.

## **19. PRIVACY**

The Owners Corporation, the Manager and Sh@reCar® respects a Driver's privacy. The Owners Corporation, Manager and Sh@reCar® maintains a policy of strict confidence concerning a Driver's personal information. Below is the Manager, Owners Corporation and Sh@reCar®'s policy concerning the use and disclosure of information about Drivers.

### *Collecting Personal Information*

All information collected is for the purpose of providing a communal car service to the Drivers.

### *Phone Identification Verification*

In protecting a Driver's privacy, the Owners Corporation, Manager and Sh@reCar® reserves the right to ask personal questions over the phone to verify a Driver identity. The Owners Corporation, Manager and Sh@reCar® can only speak to the Driver in relation to the Driver's account and not a third party, except where otherwise required by the law.

### *Use of Information*

The Owners Corporation, Manager and Sh@reCar® uses any information you supply to it for legitimate business purposes only. The Owners Corporation, Manager and Sh@reCar® does not share this information with other entities except to conduct regular business, to comply with legal requirements, and to protect against fraud. Only authorised Owners Corporation, Manager and Sh@reCar® personnel have access to stored information.

### *Disclosure of Information to Third Parties*

#### *Information Requests*

If you request information from us, any information you supply will only be used to satisfy your request. The Owners Corporation, Manager and Sh@reCar® does not share this information with third parties.

#### *Resale of Mailing and Phone Number Lists*

The Owners Corporation, Manager and Sh@reCar® does not sell, lease, rent, loan, or trade lists of physical or email addresses or phone numbers.

#### *Accuracy*

All reasonable steps are taken to ensure the Owners Corporation, Manager and Sh@reCar®'s information is accurate, complete and up-to-date. If any information furnished is inaccurate, please contact Sh@reCar® immediately and Sh@reCar® will take all reasonable steps to correct it.

#### *Security*

All information is kept in a secure environment. Electronic security includes the use of fire walls and password access to designated personnel. This is to ensure personal information is not accessed by unauthorised personnel, lost or misused.

#### *Exceptions*

The above policies may be superseded by requirements or obligations imposed by statute, regulation, or legal process.

#### *Contacts*

If you have any questions or concerns regarding the Owners Corporation's or Management's information collection protocol, or if you wish to update your details, access your personal information or notify the Owners Corporation or Manager if you believe your privacy has been breached, please contact Sh@reCar®,

☎ 03 9008 5440 or ✉ [admin@sharecar.com.au](mailto:admin@sharecar.com.au)

## **20. TERMINATION OF MEMBERSHIP**

- 20.1 Drivers can terminate their right to use a Car at any time. The Driver must submit written confirmation of the Driver's intention to cancel their right to use a Car.
- 20.2 Sh@reCar® may terminate a Driver's right to use a Car immediately if the Driver breaches any of these Terms and Conditions.
- 20.3 If Sh@reCar® terminates a Driver's right to use a Car, it will not affect Sh@reCar® or Owners Corporation's right to receive any monies owed to it by the Driver.
- 20.4 Any monies owed to the Sh@reCar®, Owners Corporation or Manager at the time of termination of the Driver right to use a Car will become immediately due and payable. By accepting these Terms and Conditions, the Driver grants Sh@reCar® the right to charge against the Driver's nominated bank account or credit card all monies due and payable at the time of termination of membership. This includes charges due as a result of theft of, or damage to, the Car and any fines and court costs for parking and traffic offences as described in these terms and conditions.

## **21. AMENDMENTS**

Sh@reCar®, the Manager and Owners Corporation reserves the right to amend these Terms and Conditions from time to time as it sees fit or necessary. Notice of any changes in these Terms & Conditions will be made available to Driver's.

## **22. FORCE MAJEURE**

The Owners Corporation or Sh@reCar® shall not be liable for either a failure to perform or delay in performing any of its obligations if performance is delayed, hindered or prevented by force majeure, which expression shall mean any event beyond the reasonable control of the Owners Corporation, the Manager or Sh@reCar®.

## **23. SEVERANCE**

If any provision of this Agreement is or becomes invalid or un-enforceable, the remaining provisions shall be interpreted in such a way so as to remain in effect.

## **24. GOVERNING LAW AND JURISDICTION**

This Agreement and all matters arising from or connected with it are governed by and shall be construed in accordance with Victorian law. The courts of Victoria have non-exclusive jurisdiction to settle any dispute arising from or connected with these Terms and Conditions.

## **25. REFUND POLICY**

Sh@reCar will provide the driver a refund of all monies paid either in error or in excess of charges identified in this document within a 14 day period.

**26. ACCEPTANCE OF TERMS AND CONDITIONS**

I/We (strike out which one is inapplicable) have read and understood the outlined terms and conditions of this agreement and do hereby agree to be bound by these terms and conditions.

Driver Name (as per Drivers Licence):

Driver Signature :

Date:

**in the presence of**

Witness Name:

Witness Postal Address:

Witness Signature :

Date: