

## 1. Definitions

In this document,

**Charter Drive** refers to Charter Drive Pty Ltd (ABN: 40112819164) incorporated in New South Wales with a registered address of 7/85 Drumalbyn Rd, Bellevue Hill, NSW 2023.

**Charter Drive Card** means the Member card that Members receive which allows them to access a Vehicle for the Reservation period

**Member** means a person who has signed these Charter Drive terms and conditions and has been accepted by Charter Drive as a Member and has been issued with a Charter Drive Card.

**Member Manual** means the document setting out detailed descriptions of how the Charter Drive service works, which will be posted on the Charter Drive Website and included, in abbreviated form, in the in-car folders in the Charter Drive's Vehicles

**Damage report card** is the card placed in the in-car folder in the Vehicles where Members record any damage to the Vehicle of which they have become aware (both interior and exterior)

**Reservation Period** means the time that the Member has pre-booked for use of a Vehicle. The Reservation period can be extended in accordance with the Terms and Conditions.

**Reserved Parking Space** means the reserved space in which the Vehicle is parked when not in use by a Member

**Terms and Conditions** means these Terms and Conditions and signed by the Member

**Vehicle** refers to a car within the Charter Drive Fleet that the Member is permitted to drive for the Reservation Period.

## 2. Application to become a Charter Drive Member

1. A person may apply to be accepted as a Charter Drive Member by:
  - a) Submitting an application online and printing and mailing forms requiring the applicant's signature; or
  - b) Requesting, completing, signing and mailing to Charter Drive a copy of Charter Drive's application forms.
2. An application for Charter Drive Membership can only be accepted if the applicant:
  - a) Agrees to be bound by these terms and conditions
  - b) Completes all parts of the application that Charter Drive deems required information and, unless otherwise agreed, signs the Direct Debit Authorisation form authorising Charter Drive to directly charge the member's nominated account as per clauses 15.2 and 20.6. Required information includes but is not limited to certain bank account or credit card information, and certain disclosures regarding the applicant's driving and insurance history.
  - c) If relevant, pays his or her joining fee and excess reduction fee (detailed in clause 16.6) and returnable deposit (detailed in clause 15) to Charter Drive by:
    1. Electronic funds transfer into Charter Drive's bank account (BSB 012281, Account Number 497931862)
    2. Cheque (made out to Charter Drive Pty Ltd)
    3. Direct Debit (by completing the Direct Debit Authorisation form)

## 3. The Charter Drive Card

1. Charter Drive will issue each Member with a Charter Drive Card upon acceptance of the Member's application for Membership and receipt of the Member's joining fee, excess reduction fee and returnable deposit.
2. Members must use their Charter Drive cards to commence and conclude their reservations
3. Service stations and other businesses with which Charter Drive has partnerships may require Members to present their Charter Drive Card to be eligible to receive their services.
4. Members who misplace their Charter Drive Card will incur an administration fee for a replacement card as set out in Clause 13

## 4. Charter Drive's responsibilities

1. Charter Drive will maintain all Vehicles to a roadworthy standard.
2. Charter Drive's procedures are designed to ensure that any faults are reported promptly by both Members and Charter Drive employees or other persons responsible for the maintenance of the Vehicles. Charter Drive will ensure that regular checks are carried out on all Vehicles but Members must ensure that Charter Drive is informed of any irregularities as soon as they become aware of them.
3. Subject to clause 4.5 below, Charter Drive is not liable to a Member under, or in connection with this agreement, whether for negligence, breach of contract, misrepresentation or otherwise, for:
  - a. Loss or damage incurred by the Member as a result of any claims made by a third party;
  - b. Loss of profit, goodwill, business opportunity or anticipated saving suffered by the Member; or
  - c. Any indirect or consequential loss or damage suffered by the Member.
4. You agree to release and indemnify Charter Drive for any claim for loss or damage of any personal property which has been:
  - a. stored in the Vehicle; or;
  - b. stolen from the Vehicle; or;
  - c. otherwise lost during the Rental Period; or;
  - d. left in the Vehicle after it has been returned to Charter Drive; or
  - e. stored or left at Charter Drive's premises.
5. You agree to release and indemnify Charter Drive for any claim for any indirect, incidental or consequential losses or damages relating to this Rental Agreement.
6. You agree to indemnify Charter Drive for any third party claims arising from Your use of the Vehicle if You have breached the Rental Agreement.
7. The entire liability of Charter Drive under or in connection with this agreement whether for negligence, breach of contract, misrepresentation or otherwise, is limited to an amount equal to five (5) times the cost of the Reservation period.

8. Nothing in this agreement will operate to exclude or restrict Charter Drive's liability for:
  - a. Death or personal injury resulting from negligence by Charter Drive
  - b. Charter Drive's negligence or fraud
9. Charter Drive strives to ensure sufficient vehicle capacity to satisfy demand by members. If the member's needs cannot be met, Charter Drive will endeavour to provide an alternative but cannot guarantee to meet all the member's requirements.

## 5. Conditions of Vehicle Use for Charter Drive Members

1. The Vehicle must be driven by a Charter Drive Member only
2. The Member must not use the Vehicle:
  - a. For hire or reward, any illegal purpose, off-road driving, racing, pace making, testing the vehicle's reliability or speed, or teaching someone to drive;
  - b. When under the influence of alcohol or drugs or when the member's blood alcohol content exceeds the legal limit in the State or Territory in which the vehicle is driven;
3. The Member must not:
  - a. Carry more passengers than may be properly accommodated by the seat belt restraints provided in the vehicle, or carry a greater load than that for which it was built;
  - b. Drive the vehicle outside of New South Wales or above the snow-line without written permission from Charter Drive
  - c. Use the vehicle when it is damaged or unsafe;
  - d. Use the vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at the member's cost) and in accordance with the vehicle manufacturer's or Charter Drive recommendations;
4. The Member must provide Charter Drive with correct information when registering as a Member (including, without limitation, the Member's name, address, age, and driving history). It is the Member's responsibility to update Charter Drive with any changes to this information during their Membership.
5. The Member must always use the Charter Drive Vehicle in accordance with all applicable laws and regulations which may be in force at any time. Charter Drive reserves the right to immediately suspend and/or terminate the Membership rights of its service to any Member for a contravention of any of these terms and conditions. On suspension, any existing Reservations for the Member may be cancelled by Charter Drive at its discretion.

## 6. Member's Responsibilities

1. Looking after the Vehicle:
  - a. Members must at all times lock the Vehicle with the Charter Drive Membership Card and leave the keys in the vehicle
  - b. Members will incur a charge for lost Charter Drive Cards, fuel cards, parking access cards and car keys as set out below in clause 13.
  - c. Members must make sure they use the correct fuel (premium unleaded) when refuelling the Vehicles
  - d. Members are responsible for the Vehicle, and anything that happens to it, from the moment they use their Charter Drive Card to gain access to the car until the end of the Reservation Period
  - e. Smoking and pets are prohibited in the Vehicle
2. Members must not sell, rent or dispose of any Vehicle or any of its parts, or attempt to give anyone any legal rights over the Vehicle.
3. Members must inform Charter Drive immediately if they become aware of any defect or damage to a Vehicle (either internal or external)
4. Members may be liable for payment for repairs to a Vehicle which is over and above Charter Drive's general cleaning and maintenance routine, or if the Vehicle has been damaged either inside or outside as a result of use by the Member.
5. Members are responsible for paying any tolls, fines, fees or charges which they may incur during a trip, including fees for using toll roads. Charter Drive's vehicles may contain a toll tag and Charter Drive will therefore charge the member for tolls billed to Charter Drive during the member's reservation.
6. Members must check that they have not left any belongings in the Vehicle before leaving the Vehicle at the end of the Member's Reservation period. The Member agrees not to hold Charter Drive responsible for any belongings left in the Vehicle.
7. Members are responsible for informing Charter Drive of the location of the car if they are unable to park it in its reserved bay, for any reason, upon completion of the trip.
8. Members have the responsibilities set out in these terms and conditions, including, but not limited to the obligations set out in clause 9.
9. Members must always contact Charter Drive before reserving a vehicle for periods exceeding 3 days.

## 7. Reservation Period

1. Members must always reserve Vehicles prior to use, unless the onboard computers of said vehicles are in "self-service mode".
2. The minimum Reservation period is 60 minutes
3. Any Reservation Period of 3 continuous days or more is subject to Charter Drive's discretion. Such Reservations must be agreed by a Charter Drive representative prior to booking.

## 8. Cancelling or shortening a Reservation Period

1. The cancelling or shortening of a Reservation period will be dealt with by Charter Drive in accordance with clause 13.2
2. Charter Drive may agree to extend the Reservation Period in accordance with the procedures set out in clause 13.1 (this can only be done if another Member is not waiting for the same Vehicle).
3. Failure by a Member to return the Vehicle to its reserved parking space before the end of the Reservation Period may result in the Member incurring a penalty, as set out in clause 13

**9. Vehicle Collection and Return**

- The Member must collect the Vehicle from its reserved Parking Space and return it locked, clean and in good working order, to the same reserved parking space, no later than the end of the Reservation Period
- The Member is responsible for assessing the condition of the Vehicle (both interior and exterior) at the start of the Reservation Period. Failure to immediately notify Charter Drive by phone of any faults (not previously reported in the damage Report Card in the Vehicle) will be deemed to indicate the Member's acceptance of the good working order of the Vehicle at the beginning of the Reservation period.
- During the Reservation period, Members must immediately inform Charter Drive by phone of any fault in the Vehicle and must not use the Vehicle while it is in an unroadworthy condition.
- Members are responsible for all costs and charges incurred through Vehicle use during the Reservation period (including, but not restricted to charges and costs incurred as a result of traffic offences).
- Members must check that they have not left any belongings in the Vehicle prior to returning the Vehicle to its reserved parking space. The Member agrees not to hold Charter Drive responsible for any belongings left in the Vehicle by a Member.
- Members must leave the keys in the Vehicle at all times.
- Members are responsible for:
  - Ensuring that they park the vehicle in the correct gear and pull handbrake firmly
  - Ensuring that there is at least ¼ tank of petrol in the Vehicle at the end of each Reservation
  - Leaving the keys to the Vehicle in the designated location before ending a Reservation
  - Ensuring that all doors and windows of the Vehicle are closed before, and locked after, swiping out to end the Reservation and before leaving the Vehicle. If a Member leaves a Vehicle unlocked or windows open, the Member will be liable for the cost of any resulting damage or loss of property suffered by Charter Drive in addition to a penalty.
  - Ensuring that they return the Vehicle to its reserved parking space by the end of their Reservation, or immediately inform Charter Drive of the new location if they are unable to.
  - Ensuring that they lock the car manually if the reservation has terminated and they are not able to lock the car with the swipe card.
- Members will incur penalties, as set out in clause 13, if they fail to perform any of the above obligations.
- The Member will be charged for the full Reservation period, regardless of whether or not the Vehicle is:
  - Collected after the start of the Reservation Period
  - Returned before the end of the Reservation Period
  - Not used at all by the Member during the Reservation period.

**10. Refuelling, minor expenses and car cleaning**

- Charter Drive is responsible for the cost of refilling the Vehicle with fuel. However, Members are responsible for ensuring that the tank is at least ¼ full. Members should use the fuel cards located in the in-car folder within the Vehicle for refuelling.
- Members are strictly prohibited from using a Charter Drive fuel card for any purposes other than refuelling a Charter Drive vehicle. If the Charter Drive fuel card is used for any other purpose, the member is liable for all related expenses and Charter Drive may, at its sole discretion, terminate the Members Membership. Charter Drive's on-board computer records the quantity of fuel entered into the tank and Charter Drive will use this information to validate fuel billing statements and will charge responsible members for any discrepancy.
- Members are strictly prohibited from using a Charter Drive Toll Tag for any purpose than using a toll Road during a Charter Drive Journey. If the Charter Drive Toll Tag is used for any other purpose, the member is liable for all related expenses and Charter Drive may, at its sole discretion, terminate the Members Membership.
- A member that fails to leave the Charter Drive Fuel card, parking access card or Toll Tag in the Vehicle will incur a penalty as set out in Clause 13.
- A 'minor expense' is defined as an expense incurred by a Member for minor routine maintenance on vehicles costing less \$20. Such items may include screen washer fluid, engine oil, light bulbs, wiper blades etc. Members must retain receipts for minor expenses and forward them to Charter Drive in order to be reimbursed. Such minor expenses will then be deducted from the member's monthly bill. No refund will be processed without a receipt.

**11. What to do in the case of accident or theft**

- If the Member has an accident, he/she should not admit fault and should:
  - Make the Vehicle secure and inform the police immediately if anyone is injured or if there is disagreement as to the facts
  - Note down the names, addresses and license numbers of any drivers involved;
  - Note down the names and addresses of any witnesses;
  - Note down a description of events together with a sketch diagram and
  - Call Charter Drive on (02) 9328-2245.
- Charter Drive will send the Member an incident report form, which should be completed immediately and returned to Charter Drive at PO Box 821 Bondi Junction NSW 1355.
- Members must provide accurate statements and co-operate with Charter Drive's insurer in any form required by them.

**12. Breakdown**

- Any breakdown involving a Charter Drive Vehicle must be reported to Charter Drive by phone on (02) 9328-2245.
- Members are fully covered by Charter Drive's breakdown service through Smart Move roadside assistance. The in-car folder located in the Vehicle contains their contact details. Please call Charter Drive first.

- During the Reservation Period, if a problem arises that prevents or limits the use of the Vehicle or that may compromise people's safety, you must immediately notify Charter Drive by phone on (02) 9328-2245 and park the Vehicle in accordance with Charter Drive's instructions. We will do our best to make alternative arrangements for the member and any subsequent reservations.
- It is strictly forbidden to use a Charter Drive vehicle to jump-start any car whether or not the vehicle is owned by Charter Drive, or to attempt to jump start a Charter Drive vehicle using any other vehicle.

**13. Penalties**

Members agree to pay Charter Drive the penalties set out below:

- Late returning of vehicle (in addition to the hourly fees for the use of the Vehicles):
  - Bookings can only be extended by a member calling at least 15 minutes prior to the scheduled drop-off time. Failure to do so will result in the following penalties:
    - A penalty of \$40
    - The reasonable cost incurred by an inconvenienced member, including, but not limited to the cost of an alternative transport solution
- Cancelling or shortening a Reservation
  - A Reservation may be cancelled or shortened without charge until 2 hours before the start of the Reservation Period.
  - Reservations cancelled or shortened within 2 hours of the start of the Reservation period will be charged at 50% of the booking charge..
- Members who smoke in the Vehicle will be fined \$40
- Members who carry pets in the Vehicle will be fined \$40
- Members who return a Vehicle with the fuel tank ¼-full or less will be fined \$40
- Members who fail to leave a Charter Drive fuel card, parking access card or Toll Tag in the Vehicle at the end of a Reservation period will be fined \$40. Member's will be charged a \$20 administration fee plus the cost of replacement for lost fuel cards, parking access cards or Toll Tags.
- Members who leave the Vehicle in an untidy state for the next Member (e.g. leaving litter in the Vehicle) will be fined \$60.
- Members who leave the Vehicle in a state that requires an emergency clean before another Member can use the Vehicle must pay the greater of:
  - \$60; or
  - The cost of the emergency clean

In addition, if the Vehicle is caused to be off the road and unable to be used by Charter Drive's Members, the Member who left the Vehicle in the state that required an emergency clean will incur the penalty set out in clause 13.17.
- Members who misplace their Charter Drive card must inform Charter Drive as soon as they discover it is missing. There will be a \$30 administration fee charged to Members for replacement Charter Drive cards.
- Members who lose the key to the Vehicle will be fined \$20 in addition to the cost of replacing the key.
- Members must inform Charter Drive immediately if they fail to leave the car key in the Vehicle at the end of their Reservation period. Members who fail to leave the car keys in the Vehicle at the end of their Reservation period will:
  - Be fined \$40
  - Be liable for the reasonable costs incurred by an inconvenienced Member, including but not limited to the cost of an alternative transport solution. Although Charter Drive will always endeavour to find the inconvenienced Member another Vehicle to use, an alternative transport solution may include a return taxi journey.
- Members must endeavour to ensure that the Vehicle is parked in its reserved parking space at the end of the Reservation period. If Members are forced to park the Vehicle in any other area, they must notify Charter Drive immediately. Members must not park the Vehicle in any Disabled or other restricted parking space. If Charter Drive or the Member receives a parking infringement notice in respect of the Member parking the Vehicle in a disabled, or other restricted parking space, the Member will be liable for the fine.
- Members must ensure that all the windows of the vehicle are closed and the doors are locked after swiping out to end the Reservation and before leaving the Vehicle. A Member who has left the windows open or Vehicle unlocked at the end of a Reservation period will be fined \$60 in addition to any damage or loss of property suffered by Charter Drive due to this Member failure.
- Any traffic offences, or other Member fines, penalties, charges, fees, costs and expenses (other than claims for fuel, minor expenses and normal cleaning costs) that need to be processed by Charter Drive will incur an administration charge of \$20.
- Members are liable for all traffic offence penalties that relate to their Booking. Members must report any such offences to Charter Drive as soon as possible.
- Members who fail to complete the booking by pressing the button for 1 second (so that the red light switches off) will:
  - Be fined \$20
  - Be liable for the reasonable costs incurred by an inconvenienced Member.
- When a vehicle is caused to off the road and unable to be used by Charter Drive's members, whether because of an at-fault accident or another incident, the member who was using the vehicle at the time of the accident or incident will incur a penalty of \$50 per day that the vehicle is off the road. This penalty will be capped at an amount equal to the member's excess less the payment, if any, to be made by the member towards the insurance excess as defined by clause 16.6.

**14. Traffic Offences**

- Members are liable for all traffic offence penalties that relate to a Member's Reservation period, including, but not restricted to, parking tickets, speeding fines, clamping fines, bus lane fines and compound charges. Wherever possible, it is the Member's responsibility to pay the relevant authorities directly. An administration charge, as defined in 13.15, will be

levied should said penalty require processing by Charter Drive. Members must report any such offences to Charter Drive as soon as possible,

#### 15. Pricing Structure

1. **Joining Fee.** Members will pay a one-off joining fee of \$25, which covers the cost of Driving History and Insurance checks.
2. **Returnable Deposit.** A Returnable Deposit of \$500 may be levied at Charter Drive's discretion or in the event that the member does not sign a Direct Debit Authorisation form authorising Charter Drive to directly charge the member's account for: (i) monthly usage and membership fees, (ii) joining fees, (iv) insurance excess and excess reduction fees (iii) penalties or other costs and charges incurred by the member, including but not limited to driving infringement fines and tolls. This deposit is refundable (subject to Charter Drive's right to set off any amount owed to it by the Member) upon a Member terminating Membership in accordance with clause 23. The returnable deposits may be used by Charter Drive to cover any penalties, insurance excess amounts or other costs and charges incurred by the member.
3. **Usage Charges.** As per Registration Form.
4. **Phone Booking surcharge.** Members will incur a surcharge of \$2.00 for a Reservation made by telephone. Phone bookings can be made between 7am and 11pm.
5. **Insurance.** Members will be covered by full comprehensive insurance when driving Charter Drive vehicles, subject to fulfillment of the obligations as set out in these Terms and Conditions. Members are liable to pay an insurance excess as per clause 16.6 and have the option of reducing this excess amount by paying an annual fee (defined in clause 16.6) based on age and driving experience.
6. **Prices subject to change.** These prices may change from time to time. Charter Drive will notify Members of changes in writing at least two weeks before any such changes are to take effect.

#### 16. Insurance Cover

1. Provided Members fulfil their obligations set out in these terms and conditions, including, but not limited to providing all relevant disclosures in relation to the Member's driving and insurance history, they will be covered by fully comprehensive motor insurance when driving a Vehicle.
2. The insurance policy provides full cover against loss or damage to the Vehicle
3. No cover is provided for the theft of personal belongings from the car, nor is any personal accident cover provided.
4. By allowing a person to become a Member of Charter Drive, Charter Drive is authorising that Member to drive under Charter Drive's motor insurance policy.
5. Members are liable to pay an insurance excess, the level of which is determined by clause 16.6.
6. **Insurance Excess and optional Excess Reduction Fee.** As per the Registration Form, the standard excess and optional excess reduction fee vary with age and driving experience.
7. Members must inform Charter Drive 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 immediately inform Charter Drive about said changes in his/her driving status will result in the member being excluded from Charter Drive's insurance cover.

#### 17. Liability arising from Damage and Loss of Property

1. In the event of Charter Drive suffering any loss as a consequence of Your use of the Vehicle You are liable for the following costs as reasonably determined by Charter Drive:
  - a. The cost of repairs to the Vehicle or the finance payout value of the Vehicle at the time of loss whichever is the lesser provided the finance payout value is not less than the market value of the Vehicle at the time of loss in which case the market value of the Vehicle shall prevail.
  - b. Legal expenses, appraisal and assessment fees, towing and Vehicle recovery, storage and service charges
  - c. For any damage or consequential third party damage to the property of any person which arises from or is contributed to by Your use of the Vehicle.
  - d. For time and loss of use of the Vehicle including Charter Drive's consequential loss
  - e. Charter Drive's claims administration fees and debt recovery costs
2. Your liability for the charges specified in clause 17.1 shall not exceed the Insurance Excess unless clause 18.4 applies.

#### 18. Damage Cover

1. Charter Drive does not in any way represent itself as carrying on the business of insurance.
2. Subject to exceptions in clause 18.4, Charter Drive's Insurance Policy covers the Vehicle and any substitute Vehicle Charter Drive will provide, in respect of damage to or loss of the Vehicle and/or damage to any third party property. You will be indemnified in respect of damage to or loss of the Vehicle and/or damage to any third party property by Charter Drive or Charter Drive's Insurance Policy provided You are not in breach of this Agreement.
3. Notwithstanding clause 18.2, you are still liable to pay the Insurance Excess as defined in clause 16.6.
4. Subject to clause 17.2 You are liable under clause 17.1 if:
  - a. You have breached any term or condition of this Rental Agreement.
  - b. The Vehicle or any third party property is damaged by driving the Vehicle under or into an object lower than the height of the Vehicle or by loading or unloading goods or by a person stepping standing or sitting on any panel of the Vehicle.
  - c. The under body of the Vehicle is damaged regardless of cause except where there is a collision with another Vehicle.
  - d. The Vehicle is totally or partially immersed in water regardless of the cause.
  - e. The interior of the Vehicle is damaged regardless of the cause except where there is a collision with another vehicle.
  - f. Any original component or accessory of the Vehicle is missing or has been replaced without Charter Drives approval.

- g. You have failed to maintain all fluid and fuel levels of the Vehicle or have failed to immediately report to Charter Drive any defect to the Vehicle of which You have become or ought to have become aware and the Vehicle is damaged as a result.
- h. You have failed to secure the Vehicle, property, any load or equipment which leads to loss or damage caused by any part of the load or equipment.
- i. You have made a misleading or false statement under this Rental Agreement.
- j. You fail to complete the Damage Register within a reasonable period or You enter false or misleading information on the Damage Register
- k. You fail or neglect to take reasonable steps to protect the safety of Vehicle during or after the occurrence of an accident or breakdown (including following any reasonable instructions given by Charter Drive).
- l. The claim relates to property (including another vehicle) You or any member of your family owns or has physical, legal custody or control of.
- m. Insurance claim for loss or damage is declined or not accepted or exempted by Owner's insurer.
- n. You fail to pay all charges applicable under the Agreement on demand.
- o. Your blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle or You are under the influence of a drug that would prohibit You from driving under any law applicable in the State in which You are driving
- p. You use or intend to use the Vehicle for an illegal purpose
- q. You refuse to take a breath or blood test in the State or Territory in which the Vehicle is driven.
- r. You have committed an offence or taken action, which is likely to void the insurance held by Charter Drive.
- s. You wilfully or maliciously damage the Vehicle
- t. You wilfully contravene any legislation or regulation controlling vehicular traffic.

#### 19. Referral of new Members

1. Members will receive a \$10 credit for each new private member referred.
2. Members will receive a \$20 credit for each new business member referred.

#### 20. Invoicing

1. Members are invoiced for the use of Vehicles, costs and other penalties incurred. These charges are payable by direct debit from the Member's credit card or Bank account.
2. If a credit card or bank account number provided by a Member to Charter Drive for payment purposes is declined by the Card Issuer or bank, Charter Drive, may at its discretion, suspend or cancel the Member's Membership.
3. If a credit card or bank account number is declined by the card issuer or bank, leaving the Member with an outstanding balance, the Member's access to Vehicles will be suspended until full payment is received by Charter Drive.
4. Each Member will receive a statement of his/her Vehicle usage on a monthly basis.
5. The Member will be liable to Charter Drive for the following charges:
  - a. The usage charge and surcharge shown on the Member's monthly statement in accordance with clause 15 of these Terms and Conditions
  - b. Any penalty, fine or charge for loss or damage resulting from a failure to comply with these Terms and Conditions.
  - c. Any other fines and penalties incurred by the Member as a result of failure to adhere to the Charter Drive Member's Manual.
  - d. On demand:
    - i. All fines and court costs for parking, traffic or other offences (including any costs which arise if the Vehicle is clamped) charged to either Charter Drive or the Member and incurred by the Member during his/her Vehicle use. The Member must pay to the appropriate authority any such fines and/or court costs and also inform Charter Drive within 2 days of any notification made by an authority to the Member of such fines and/or court costs. Any fines and penalties that are processed by Charter Drive will render the Member liable for Charter Drive's reasonable administration charges as set out in clause 13.14.
    - ii. Reimbursement of any out-of-pocket expenses incurred by another Member in using alternative transport as a result of the offending Member's failure to return a Vehicle at the end of the Reservation period to the reserved parking space or failure to leave the car key in the Vehicle at the end of the Reservation period, together with Charter Drive's reasonable administration costs (as set out in clause 13).
    - iii. Any payments from the Member's insurance excess under clauses 16.6.
    - iv. Charter Drive's costs, including legal fees, incurred in collecting payments due from a Member.
  - e. The finance and processing charges paid by Charter Drive as a result of directly debiting an amount required in the event that a Member fails to make a payment required by clause 20.5 on demand,
  - f. Interest which shall accrue daily to any amount the Member does not pay Charter Drive on time at a rate of 6% above the 90 day bank bill rate.
  - g. GST and all other taxes and levies on any of the charges listed above, as applicable from time to time.
6. The Member's signature to this Agreement shall constitute authority for Charter Drive to compute and charge all monies due against the Member's nominated bank account or credit card. This includes charges due as a result of theft of, or damage to, the Vehicle and any fines and court costs for parking and traffic offences as described in clauses 13 and 14.

#### 21. Car Location Devices

1. All Charter Drive cars can be tracked at any time using Charter Drive's GPS Vehicle tracking technology.
2. Charter Drive will use car location information solely for the purpose of locating vehicles which are not returned at the end of the Reservation Period, or otherwise stolen, and will share this information with the Police, or other authorities or companies as necessary for the purposes of recovering the vehicles.

**22. Privacy**

1. Charter Drive respects your privacy. Charter Drive maintains a policy of strict confidence concerning your personal information. Below is Charter Drive's policy concerning the use and disclosure of information about Charter Drive's Members and web site users.

**Collecting Personal Information**

All information collected is for the purpose of providing a car sharing service to Charter Drive's members and to the community.

**Web Site Statistics**

Charter Drive's Web server collects information that details the traffic on our site. When visiting Charter Drive's web site Charter Drive may obtain information from your personal computer that provides your internet address, your domain name (if applicable), the previous sites you have visited and when you visited the web site.

Charter Drive may analyse this information and use aggregate statistics to improve the content and navigation on our site. However, this information is not linked to any information you may provide and cannot be used to identify you. Charter Drive does not share server statistics with third parties.

**Use of information**

Charter Drive uses any information you supply to use for legitimate business purposes only. Charter Drive 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 Charter Drive employees have access to stored information, personal use of this information is prohibited by company policy.

**Disclosure of information to third parties**

*Information requests*

If you request information from us, including notification of new Charter Drive locations, any information you supply will only be used to satisfy your request. Charter Drive does not share this information with third parties.

*Membership Applications*

If you apply for Charter Drive Membership, some of the information you supply must necessarily be shared with Charter Drive's insurance company and payments facility provider. Charter Drive does not share this information beyond what is necessary to approve your application.

*Resale of Mailing and phone number lists*

Charter Drive does not sell, lease, rent, loan or trade lists of physical or email addresses or phone numbers.

**Access**

If you require access to the information Charter Drive may have concerning you, you may request to see what it is, and if it is up to date. This will be subject to any exemptions allowed under the Privacy Act.

If Charter Drive refuses to allow access to your personal information, you will be informed and given details of what exceptions under the Privacy act prevent its acquisition.

**Accuracy**

All reasonable steps are taken to ensure Charter Drive's information is accurate, complete and up-to-date. If any information Charter Drive has is inaccurate, please contact Charter Drive immediately and Charter Drive 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 unauthorized 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 wish to update your details, access you personal information, notify Charter Drive if you believe your privacy has been breached, or, if you have any questions or concerns regarding Charter Drive's privacy policy, please contact:

Paul Reichman, Charter Drive

**23. Termination of Membership**

1. Members can terminate their Charter Drive Membership in accordance with the terms of their membership contract. Where appropriate, the refundable deposit (as set out in clause 15) will be returned to the Member within 28 days of Charter Drive receiving both written confirmation of the Member's intention to cancel Membership and the Members Charter Drive Card. Deposits are subject to Charter Drive's right to set off any amounts owed to Charter Drive.
2. Charter Drive may terminate a Member's Membership immediately if the Member breaches any of these Terms and Conditions.
3. If Charter Drive terminates a Membership, it will not affect Charter Drive's right to receive any monies owed to it by the Member.
4. Any monies owed to Charter Drive at the time of termination of Membership will become immediately due and payable and Members hereby grant Charter Drive the right to set off any amounts owing against the returnable deposit paid on becoming a Member.
5. On breach of this agreement, Charter Drive may give a Member's personal details to credit reference agencies, Customs and Excise, the Police, Debt collectors, or any other relevant organization.
6. Termination of Membership by Charter Drive will not affect its accrued rights under the conditions of this agreement.

**24. Change of Membership Plan**

1. Members can upgrade their membership plans at any time by calling or emailing Charter Drive.
2. Members can downgrade to the "Frequent User" from the "Regular User" plan immediately by paying a processing fee of \$20. Alternatively, this plan can be downgraded by providing Charter Drive with 28 days notice.
3. Members can downgrade to the "Occasional User" plan from either the "Frequent User" from the "Regular User" plans by providing Charter Drive with 42 days notice. Alternatively, members can effect an immediate change by paying a processing fee of \$30 to move from the "Frequent User" plan or \$45 to move from the "Regular User" plan.

**25. Amendments**

1. Charter Drive 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 and Conditions will be delivered to Members in writing (including by email) at least 2 weeks before such changes take effect.

**26. Force Majeure**

1. Charter Drive 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 Charter Drive.

**27. Severance**

1. If any provision of this agreement is or becomes invalid or unenforceable, the remaining provisions shall be interpreted in such a way as to remain in effect.

**28. Governing Law and Jurisdiction**

1. This Agreement and all matters arising from or connected with it are governed by and shall be construed in accordance with New South Wales law. The courts of New South Wales have non-exclusive jurisdiction to settle any dispute arising from or connected with these terms and conditions.

**SIGNED BY:**

\_\_\_\_\_  
Signature of Applicant/Company representative

\_\_\_\_\_  
Name of Applicant/Company representative

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address of Applicant Member

\_\_\_\_\_  
Date

**OFFICE USE ONLY**

- Signed Registration form
- Signed Direct Debit Authorisation
- Signed and initialled Terms & Conditions
- Driving Record
- Joining fee

\_\_\_\_\_  
Details

\_\_\_\_\_  
Signature of Charter Drive representative

\_\_\_\_\_  
Date