

Rental Agreement

Company Details

| | | | |
|---------|---|-------|-----------------------|
| Name | myOZexp Pty Ltd t/a Share Bus | ABN | 82 622 807 514 |
| Address | 3/229 Bank Street, Welshpool, WA, 6106 | Phone | 1300 265 241 |
| | | Email | admin@sharebus.com.au |

Vehicle

| | |
|----------------|--------------------------------|
| Make and Model | «Vehicle.Make» «Vehicle.Model» |
| Registration | «Vehicle.Plate No» |
| Fuel Type | «Vehicle.Fuel Type» |

Trailer

| | |
|----------------|------------------------------|
| Make and Model | Double Axle Box Trailer |
| Registration | «Vehicle.Associated Vehicle» |

Your Details

| | | | |
|-----------|-------------------------------|---------------|-------------------------------------|
| Full Name | «Trip Registration.Full Name» | Phone | «Trip Registration.Phone» |
| Address | «Trip Registration.Address» | Date of Birth | «Trip Registration.Date of Birth» |
| | | Passport | «Trip Registration.Passport Number» |

Payment Details

| | |
|------------------|--|
| Rental Fee | \$«Trip Registration.Price» |
| Security Deposit | \$«Trip Registration.Security Deposit» |

Driving Details

| | |
|----------------|------------------------------------|
| Permission | «Trip Registration.Driver» |
| Driver Licence | «Trip Registration.Driver Licence» |

Additional Fees

| | |
|---------------|-----------------------------------|
| Damage Excess | \$5,000 |
| Additional | \$500 for Young Driver (21-24 yo) |
| Cleaning Fee | \$30/hr if excess cleaning needed |
| Late Drop Off | \$25/hr if notice is not given |

Rental Details

| | |
|----------------|------------------------------------|
| Start Date | «Trip Registration.Start Date new» |
| Start Location | «Trip Information.Start Location» |
| End Date | «Trip Registration.End Date 2» |
| End Location | «Trip Information.End Location» |

Other Comment or Agreement

In case of any accident resulting in damage to the vehicle or trailer, the damage or the Damage Excess (whichever is lower) will be equally deducted from everyone's Security Deposit (Drivers or Non-Drivers) unless the driver at fault offers to pay or a different agreement is made between the group. The Security Deposit of \$350 will be returned 2 weeks after your rental ends. We may deduct part of the Security Deposit if the vehicle or trailer is damaged (past wear and tear) or unclean; or if the equipment is missing, damaged or unclean (at the cost of replacement).

An Inventory Condition Report of the equipment has been provided with the Rental Agreement. At the start and end of each rental we complete a stock take and complete the Inventory Condition Report of all equipment to verify its presence and condition. If the hirer doesn't advise of any difference (i.e. missing, condition, unclean) within 24 hours of the rental starting, it is confirmed the Inventory Condition Report is correct at the start of the rental.

Permission granted to travel

- on well-maintained unsealed roads, without the trailer and for only up to 10km at a time
- in the following states: «Trip Information.Trip State 01», «Trip Information.Trip State 02», «Trip Information.Trip State 03»
- on the following islands off mainland Australia: «Trip Information.Trip Island 01», «Trip Information.Trip Island 02»

I have read the Guidebook, including the section on how to use and pack the Vehicle and Trailer.

I have read the Accidents and Breakdown Policy.

I acknowledge the excess is \$5,000, and that I may purchase excess insurance from another company to reduce this.

I have read the rental Terms and Conditions contained in this Rental Agreement and accepted them.

Your Signature

Date and Place «Trip Registration.Start Date», «Trip

Terms and Conditions

1. Introduction

- a. Share Bus rents fully equipped minibuses and trailers to drivers and passengers. When You rent a Vehicle from Us You are entering into a contract (Rental Contract) with Us, whether You intend being a driver or a passenger. The Rental Contract consists of four separate documents:
 - i. the agreement (Rental Agreement) You have signed to rent the Vehicle from Us;
 - ii. these rental Terms and Conditions (Terms and Conditions);
 - iii. the Accident & Breakdown Policy; and
 - iv. the Inventory Condition Report.
- b. The Rental Contract is governed by the laws of Western Australia and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
- c. The Australian Consumer Law applies to the Rental Contract and it provides You with rights that are not excluded, restricted or modified by the Rental Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.
- d. Special Conditions
 - i. We may fit a GPS Device to the Vehicle to enable Us to track the Vehicle while it is out of Our possession. When you sign these Terms and Conditions You authorise Us to use the GPS Device to track the Vehicle until it is returned to Us.
 - ii. If less than 2 people have nominated to be drivers within 48 hours of the trip start, We will cancel or postpone the trip in which case We will refund the pre-paid Rental Charges in the event of this type of cancellation.

2. Authorised Drivers

- a. You must be an Authorised Driver to drive the Vehicle.
- b. To be an Authorised Driver who can drive the Vehicle shown in the Rental Agreement You must:
 - i. select "Driver: You may drive the Vehicles" when making Your booking and Your selection must be shown in the Rental Agreement;
 - ii. be at least 21 years of age;
 - iii. have a valid licence to drive the Vehicle (automatic or manual) issued in an Australian state or territory or have an international licence (with an valid International Driving Permit if Your licence is not issued in English) appropriate for the class of the Vehicle and not subject to any restriction or condition; and
 - iv. held a full driver's licence for no less than 12 months.
- c. For the avoidance of doubt, learner drivers and provisional and probationary licence holders are not acceptable, cannot be an Authorised Driver and must not drive the Vehicle.
- d. The Vehicle must not be driven if Your licence or the licence of any Authorised Driver has been cancelled within 2 years of the date of the Rental Agreement.
- e. If You select "Non-driver: You must not drive the Vehicles" when making Your booking You are not authorised and must never drive the Vehicle. If You do, it is a Major Breach of the Rental Contract and You will also forfeit Your Security Bond.
- f. It is also a Major Breach of the Rental Contract if You let any unauthorised person drive the Vehicle. If there is a Major Breach of the Rental Contract there is no cover for You, or the unauthorised driver for any Damage, theft of the Vehicle or Third Party Loss.

3. Prohibited Use

- a. The Vehicle must not be driven by You or any Authorised Driver:
 - i. whilst intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
 - ii. recklessly or dangerously; or
 - iii. whilst the Vehicle is damaged or unsafe.
- b. You and any Authorised Driver must not:
 - i. fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
 - ii. use the Vehicle:
 1. for any illegal purpose;
 2. to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 3. to propel or tow another vehicle other than the trailer provided;
 4. in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
 5. in an unsafe or un-roadworthy condition.

- iii. damage the Vehicle deliberately or recklessly or allow anyone else to do so;
 - iv. modify the Vehicle in any way;
 - v. sell, rent, lease or dispose of the Vehicle; or
 - vi. register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- c. You must not use the Vehicle to carry:
- i. passengers for hire, fare or reward or for rideshare purposes; or
 - ii. any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.
- d. You must not:
- i. use the Vehicle to transport any pets or animals except assistance animals; or
 - ii. smoke in the Vehicle and You must prevent any passenger from doing so.
Additional cleaning and deodorising costs must be paid if there is a breach of this clause.

4. Where the Vehicle cannot be used

- a. The Vehicle must never be driven on:
- i. an Unsealed Road unless:
 1. the road is well maintained and in a state of repair that will not cause Damage to the Vehicle; and
 2. the distance to be travelled does not exceed 10 kilometres;
 - ii. Off Road.
- b. The Vehicle must not be used in any area that is prohibited by Us. Prohibited areas include:
- i. roads that are prone to flooding or are flooded;
 - ii. beaches, streams, rivers, creeks, dams and floodwaters;
 - iii. any road where the police or an authority has issued a warning;
 - iv. any road that is closed; and
 - v. any road where it would be unsafe to drive the Vehicle.
- c. The Vehicle must never be driven or used:
- i. outside the state of Western Australia;
 - ii. beyond 100 kilometres of any town or city limits between dusk and dawn; or
 - iii. onto any island that is off mainland Australia,
 - iv. beyond 100 kilometres of the End Location as specified on the first page of this Rental Agreement, unless We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

5. Your obligations

- a. At the Start of the Rental and before collecting the Vehicle You must pay the anticipated Rental Charges and the Security Bond of \$350 per person.
- b. The Security Bond will be retained by Us as a security for the performance of all of Your obligations and liabilities under the Rental Contract and is fully refundable to You provided that:
- i. all amounts due to Us under the Rental Contract have been paid;
 - ii. the Vehicle has been returned to the Rental Location at the date and time set in the Rental Agreement;
 - iii. there is no Damage or Third Party Loss;
 - iv. the exterior and interior of the Vehicle are clean;
 - v. there has not been a Major Breach of the Rental Contract; and
 - vi. the equipment supplied under clause 8 is returned clean and in good condition, save for fair wear and tear.

We reserve the right to retain all or part of the Bond if there is a breach of any of these conditions.

- c. At the Start of the Rental You must also inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Rental Agreement.
- d. At the End of the Rental You must:
- i. return the Vehicle in the same condition it was in at the Start of the Rental, fair wear and tear excepted;
 - ii. pay the balance of the Rental Charges (if any);
 - iii. pay the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
 - iv. pay any costs We incur, including extra cleaning costs under clause 3.4, in reinstating the Vehicle to the same condition it was in at the Start of the Rental, fair wear and tear excluded;
 - v. pay for all Damage arising from a Major Breach of the Rental Contract;
 - vi. pay for all Overhead Damage;
 - vii. pay for all Underbody Damage; and
 - viii. pay for any Damage caused by the immersion of the Vehicle in water.

- e. The Authorised Driver must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.
- f. You must not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle and You must ensure that each passenger in the Vehicle appropriately uses the seat belt restraint.
- g. You must make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device must be kept in Your possession, or that of any Authorised Driver, at all times.
- h. You must take reasonable care of the Vehicle by:
 - i. preventing it from being damaged;
 - ii. making sure that it is protected from the weather;
 - iii. maintaining the engine and brake oils and coolant level and tyre pressures and checking these no less than on a weekly basis;
 - iv. using the correct fuel type; and
 - v. making sure it is not overloaded.
- i. If the Vehicle develops a fault during the Rental Period You must inform Us immediately and not drive the Vehicle unless We have authorised You to do so and You must not let anyone else repair or work on the Vehicle or towing or salvage of it without Our prior written authority to do so.
- j. Where We have given You Our prior authority to repair the Vehicle You must keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

6. Damage Cover

- a. Damage Cover is included in the Rental Charges. Subject to these Terms and Conditions, if You or an Authorised Driver has an Accident or if the Vehicle is stolen We will indemnify You and the Authorised Driver for the theft, any Damage or Third Party Loss but the Damage Excess shown on the Rental Agreement must be paid for each Accident or theft unless We agree that:
 - i. neither You nor the Authorised Drive were not at fault; and
 - ii. the other party's insurance company accepts liability.
- b. An additional Damage Excess applies for all drivers aged less than 25 years.
- c. The Damage Excess payable under clause 6.1 will be deducted from Your Security Bond:
 - i. for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
 - ii. if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and
 - iii. for Accidents in which there is also Third Party Loss, after:
 - 1. a reasonable estimate of the Third Party Loss has been made;
 - 2. a repairer's estimate or tax invoice verifying the amount charged for Damage has been obtained; and
 - 3. all documents verifying the Third Party Loss and Damage have been sent to You, unless You have expressly authorised the charge to Your credit card at an earlier time.
- d. There is no Damage Cover, and You and the Authorised Driver are liable for:
 - i. Damage or Third Party Loss arising from:
 - 1. a Major Breach of the Rental Contract; or
 - 2. the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 21 years of age;
 - ii. Overhead Damage;
 - iii. Underbody Damage;
 - iv. Damage caused by immersion of the Vehicle in water; and
 - v. Loss or damage to any of the camping or equipment supplied pursuant to clause 8.
- e. There is also no Damage Cover for:
 - i. the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost or broken keys, keyless start and remote control devices; or
 - ii. personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
 - 1. You;
 - 2. any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;
 - 3. any relative, friend or associate of an Authorised Driver; or

4. Your employees.

7. Rental Period, costs and charges

- a. We operate a shared rental business, and the Rental Charges may differ between You and other renters. The Rental Agreement therefore shows:
 - i. the Rental Period for which You have hired the Vehicle; and
 - ii. the anticipated Rental Charges You will incur.
- b. The Vehicle must be returned on the date specified in the Rental Agreement and the return time is between 3pm and 5 pm on that date.
- c. No less than 24 hours prior to the return date You must contact Us so that the exact time and location for the return of the Vehicle can be agreed with You.
- d. A late drop off fee of \$25 per hour applies if notice of late drop off is not given to Us at least 4 hours prior to the scheduled time and date of return.
- e. If You fail to return the Vehicle on the date and by the time shown in the Rental Agreement, We may terminate the Rental Contract and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.
- f. At the End of the Rental You must also pay for all amounts owing pursuant to clause 5.d and any moneys owed to Us thereafter accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental . Any amount payable under the Rental Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If any amount is due to Us or remains unpaid You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.
- g. If You default in the payment of any moneys owed to Us under the Rental Contract, You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

8. Equipment Supplied

- a. An Inventory Condition Report of the camping and cooking equipment supplied to You with the Vehicle is provided with the Rental Agreement.
- b. At the Start of the Rental and again at the End of the Rental We complete a stocktake and condition check of all camping and cooking equipment to verify its presence and condition.
- c. Within 24 hours of the Start of the Rental You must:
 - i. review the Inventory Condition Report;
 - ii. update that report, if required, so that it correctly shows the condition of the Vehicle and trailer and the presence and condition of the equipment; and
 - iii. return the Inventory Condition Report to Us.
- d. If You fail to return the Inventory Condition Report to Us as required by clause 8c. or fail to advise Us of any missing, damaged or the unclean condition of any items, You forfeit the right to dispute that the camping and cooking equipment noted in the Inventory Condition Report was present and in good condition at the Start of the Rental.
- e. There is no Damage Cover for damage or loss to any of the camping or cooking equipment supplied and at the End of the Rental You will be charged replacement costs if any of the camping or cooking equipment is missing or not returned in the same condition as at the Start of Rental, subject to fair wear and tear.

9. Cancellation

- a. The pre-paid Rental Charges are non-refundable in the event of cancellation.
- b. If You decide not to rent Your seat the Rental Charges will not be returned. However, You can change the name on the booking if You find someone else who wants to go on the trip in Your place. If all seats are occupied and We can find someone to go in Your place We may refund the Rental Charges You have paid.
- c. If less than 2 people have nominated to be drivers within 48 hours of the scheduled Start of the Rental, We will cancel or postpone the rental. We will refund the pre-paid Rental Charges in the event of this type of cancellation.

10. Accidents or breakdowns

- a. We will provide You with a Vehicle that is of acceptable quality and in good working order taking into account the age of the Vehicle.
- b. Twenty four hour roadside assistance is provided free of charge and in the event You require assistance You must contact Our roadside assistance provider RAC on 13 11 11 to arrange that assistance. They will supply all practical assistance as soon as practicable.
- c. Please refer to the Accident and Breakdown Policy which lists the options available if there is a breakdown or mechanical issue or an Accident and the Vehicle or trailer require overnight rectification or repair.
- d. We are not responsible for:
 - i. damage as a result of use of the incorrect fuel type;
 - ii. a flat battery because the lights or entertainment systems have been left on;
 - iii. tyre changing;
 - iv. lost or broken keys or remote control device; or
 - v. keys or remote control device locked in the Vehicle,
- e. and extra charges will apply if any of these services are provided at Your request.

11. Accident Reporting

- a. If there is an Accident or if the Vehicle is stolen You must report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.
- b. If the Vehicle is stolen or there is an Accident where:
 - i. any person is injured;
 - ii. the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
 - iii. the other party appears to be under the influence of drugs or alcohol,
You must also report the theft or Accident to the Police.
- c. If an Authorised Driver has an Accident they must:
 - i. exchange names and addresses and telephone numbers with the other driver;
 - ii. take the registration numbers of all vehicles involved;
 - iii. take as many photos as is reasonable showing:
 1. the position of the Vehicles before they are moved for towing or salvage;
 2. the Damage to the Vehicle;
 3. the damage to any third party vehicle or property; and
 4. the general area where the Accident occurred, including any road or traffic signs;
 - iv. obtain the names, addresses and phone numbers of all witnesses,
and if You fail to comply with this clause not only is it a Major Breach, but You will also lose Your Security Bond.
- d. You must not make any admission of fault or promised to pay the other party's claim or release the other party from any liability;
- e. You must also:
 - i. forward all third party correspondence or court documents to Us within 7 days of receipt; and
 - ii. co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office or any Court hearing.

12. Consequences of a Major Breach of the Rental Contract

- a. If You or any Authorised Driver:
 - i. commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
 - ii. drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, including the Road Traffic Act 1974 (WA) has occurred, You and any Authorised Driver:
 1. have no Damage Cover;
 2. are liable for all Damage, theft of the Vehicle and Third Party Loss; and
 3. are liable for and must pay any additional costs or expenses We incur as direct consequence.
- b. Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of clause 12.a has occurred.

13. Antisocial Behaviour

- a. If We are contacted and told You are displaying anti-social behaviour like alcoholism, drug taking or making others feel uncomfortable acting reasonably We may terminate the Rental Contract, thereby requiring You to leave. You will receive a refund of 50% of the remaining days of the rental.
- b. We may give you one warning, at Our discretion.

14. Definitions

Accident means an unintended and unforeseen incident, including:

- a. a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- b. rollovers; or
- c. a weather event, including hail Damage,

that results in Damage or Third Party Loss.

Administrative Fee means a fee of up to \$55 including GST for the administrative costs associated with Your rental.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

Damage means:

- a. any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
- b. towing and salvage costs;
- c. assessing fees; and
- d. Loss of Use,

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

Damage Excess means the amount, including GST, up to which You must pay Us in the event of an Accident that causes Damage or Third Party Loss or the Vehicle has been stolen.

End of the Rental means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

GPS Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities.

Inventory Condition Report means the digital document that lists and shows, with photos, the condition of the Vehicle, trailer and cooking and camping equipment supplied as part of Your rental.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach of any of clauses, 2 (all parts), 3.a, 3.b, 3.c, 4.a, 4.b, 4.c, 5.7, 5.8, or 5.9 that causes Damage, theft of the Vehicle or Third Party Loss or clause 11 (all parts) that prevents Us from investigating a claim for Accident of theft.

Off Road means any area that is neither a sealed or unsealed road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

- a. Damage at or above the level of the top of the front windscreen of the Vehicle; or
- b. Third Party Loss, caused by:
 - i. contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
 - ii. objects being placed on the roof of the Vehicle; or
 - iii. You or any person standing or sitting on the roof of the Vehicle.

Rental Charges means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Location means the location from which the Vehicle was rented, as shown on the Rental Agreement.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

Security Bond means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental.

Start of the Rental means the date and time that the rental commences as shown in the Rental Agreement.

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

Underbody Damage means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

Vehicle means:

- a. the Vehicle described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit; and
- b. the trailer.

We, Us, Our, means myOZexp Pty Ltd trading as Share Bus ABN 82 622 807 514.

You, Your means the person whose name is shown in the Rental Agreement whether they be an Authorised Driver or a Non-Driver.