THE FINE PRINT

Why Not Drive, Booking, Cancellation And Refund Policy

Working draft, for business and legal review
Version: 0.1
Effective date: [INSERT BEFORE PUBLICATION]

Rental provider: Why Not Ownit Pty Ltd
ABN: 17 702 872 946
Trading as: Why Not Drive
Business address: 31–33 Brolga Avenue, Southport QLD 4215
Booking enquiries and cancellations: [PHONE / EMAIL]
Online booking management: [LINK, IF AVAILABLE]

This policy forms part of your rental contract when supplied before you book. Read it with your booking confirmation, Rental Schedule, Rental Terms and Conditions and Fees and Charges Schedule.

All amounts are in Australian dollars and include GST where applicable. Nothing in this policy limits your rights under the Australian Consumer Law.

1. Making a booking

1.1 You can request a booking through [WEBSITE / PHONE / EMAIL / APPROVED AGENT].

1.2 Your booking is confirmed when we issue a written confirmation. A request or quotation alone does not confirm availability.

1.3 Before you confirm, we will disclose:

- the vehicle category and rental dates, times and locations;
- the total price for the services selected;
- included kilometres and any additional-kilometre rate;
- driver eligibility requirements;
- the applicable security bond and damage excess;
- selected protection and extras;
- relevant travel restrictions; and
- cancellation, no-show and refund conditions.

1.4 Check your confirmation and contact us promptly if anything is incorrect. We remain responsible for errors we cause.

1.5 Vehicles are booked by category unless we expressly guarantee a particular make, model or feature.

2. Payment options

Pay Now

2.1 You pay the booking amount shown in your confirmation when booking. Your confirmation will identify any remaining balance payable at collection.

Pay at Collection

2.2 You pay the agreed rental charges at collection. Any booking deposit required must be disclosed before booking and credited towards the rental price.

2.3 The security bond is separate from the rental price. The amount and payment requirements will be disclosed before you book.

2.4 We will not charge an undisclosed payment or booking fee.

3. Driver and collection requirements

3.1 The renter and all drivers must meet the eligibility requirements supplied before booking.

3.2 At collection, bring:

- a current, accepted driver's licence;
- any required overseas licence translation or permit;
- an accepted payment card in the renter's name; and
- any additional identification reasonably required and disclosed before booking.

3.3 Additional drivers must be approved before driving.

3.4 If you cannot collect the vehicle because you do not meet clearly disclosed requirements, clause 7 applies. If we failed to disclose a material requirement, we will not treat that failure as your cancellation or no-show.

4. Changing a booking

4.1 Request changes using the contact details above or the booking management facility.

4.2 Changes depend on availability. We will explain any price difference and obtain your agreement before confirming the change.

4.3 **No separate booking-change administration fee applies.** Changes to dates, duration, vehicle category, location, protection or extras may change the rental price.

4.4 If a change reduces the booking value, we will refund the difference, less any cancellation charge properly applicable to the part cancelled under this policy. We will explain that calculation before you agree.

4.5 Your original booking remains in place until a change is confirmed, unless you separately cancel it.

4.6 Changes during a rental, including extensions, require approval under the Rental Terms and Conditions.

5. How to cancel

5.1 Cancel through:

- [BOOKING MANAGEMENT LINK];
- email to [EMAIL]; or
- telephone on [PHONE].

5.2 We will provide written acknowledgement. A delay in our acknowledgement does not change the time we received your cancellation.

5.3 Keep your cancellation email, reference number or other record.

5.4 Cancellation periods are measured against the scheduled collection time, using the local time at the collection location.

6. Cancellation before collection

At least 24 hours before collection

6.1 **No cancellation fee applies.** We will refund amounts paid for the cancelled rental.

Less than 24 hours before collection

6.2 A cancellation charge may apply, limited to the **lower of**:

our reasonable net loss and costs caused by the cancellation; and

one day's base vehicle rental charge stated in your booking.

6.3 "Base vehicle rental charge" excludes optional protection, accessories, delivery, collection and other separately itemised services.

6.4 In assessing loss, we will account for costs saved and revenue from a replacement booking for the affected vehicle capacity and period. We will take reasonable steps to minimise loss.

6.5 We will explain any charge and refund the remaining prepaid amount. We will not automatically retain the whole booking price.

6.6 If no amount has been prepaid, any properly payable cancellation charge will be invoiced and handled under the contract's notice and dispute process.

7. Late collection and no-shows

7.1 Contact us as soon as possible if you expect to arrive late. We will discuss a revised collection time, subject to opening hours and availability.

7.2 We will hold your booking for **two hours after the scheduled collection time**, or until the branch's disclosed closing time if earlier.

7.3 Before releasing the vehicle as a no-show, we will make a reasonable attempt to contact you using the booking details. If collection is scheduled near closing time, we will disclose the collection deadline in advance.

7.4 A no-show occurs when you do not collect within that period, have not agreed a revised time and we release the booking after the contact process above.

7.5 The no-show charge is limited to the lower of our reasonable net loss and costs and **one day's base vehicle rental charge**, applying the savings and replacement-booking principles in clause 6.

7.6 If collection is refused because you do not meet requirements clearly disclosed before booking, we may apply the same capped calculation. We will account for any reasonable opportunity to resolve the issue.

7.7 Cancellation and no-show charges are not added together for the same booking.

Flight delays

7.8 If you supplied your flight number, contact us when reasonably possible about delays. We will take reasonable steps to accommodate a revised collection time, but after-hours collection is available only if expressly agreed.

7.9 Any after-hours fee must be disclosed and accepted before the service. If collection cannot be rearranged, we will assess any cancellation charge under clause 6, including the circumstances and our actual net loss.

8. Unused extras and protection

8.1 If the rental does not begin, we will refund unused optional protection and extras.

8.2 Any exceptional cost for a specially requested service must have been separately disclosed and accepted before booking. It cannot be recovered twice or used to bypass the cancellation cap without an expressly agreed special arrangement.

9. Early return

9.1 Tell us as soon as reasonably possible if you plan to return early.

9.2 We will recalculate the base rental charge for the period actually used, applying any shorter-duration rate or minimum rental charge clearly disclosed at booking.

9.3 The recalculated base rental charge will not exceed the original agreed base rental total solely because you returned early.

9.4 We will refund:

- any prepaid rental amount above the recalculated charge;
- optional protection charges for unused whole rental days; and
- unused time-based extras, subject to any minimum charge disclosed at booking.

9.5 Completed delivery, collection or other one-off services are not refunded merely because the rental ends early.

9.6 If early return results from our breach or a vehicle fault, your consumer rights apply and take priority over the ordinary early-return calculation.

10. If Why Not Drive changes or cancels a booking

10.1 If we cannot provide the booked category, we will discuss an alternative without imposing an upgrade charge you have not accepted.

10.2 You do not have to accept a materially different vehicle or one unsuitable for a purpose you disclosed and we accepted.

10.3 If no suitable alternative is agreed, you may cancel and receive a full refund for services not supplied.

10.4 If we cancel for operational reasons, we will notify you promptly and refund services not supplied. We will not charge you a cancellation fee.

10.5 These refunds do not limit any other remedy available under applicable law.

11. Emergencies and exceptional circumstances

11.1 Contact us if illness, injury, bereavement, severe weather, road closures or another emergency affects your booking.

11.2 We will consider reasonable requests to waive charges, move dates or provide a credit. Any credit is optional; we will not substitute it for a cash refund you are entitled to receive without your agreement.

11.3 We will request only information reasonably necessary to assess the request.

11.4 Nothing in this section limits a refund or other remedy required by law.

12. Refund processing

12.1 We aim to process an agreed or otherwise payable refund within **five business days**, and will do so no later than **10 business days** after the entitlement and amount are established, unless applicable law requires earlier payment.

12.2 We will normally refund the original payment method. If that is unavailable, we will agree on a reasonable alternative and verify the recipient.

12.3 Your bank or payment provider may take additional time to display the refund.

12.4 We will provide a refund confirmation and an itemised explanation of any amount retained.

12.5 We will not withhold an otherwise payable refund because of an unrelated disputed claim.

13. Security bond releases

13.1 Cancelling before collection ordinarily means no security bond is required.

13.2 If a bond has already been authorised, we will request release of the unused hold within **two business days** after cancellation and determination of any properly payable charges.

13.3 A pre-authorisation release is different from a refund: the pending hold may disappear rather than appear as a credit. Your bank controls its processing time.

13.4 Bonds following a completed rental are handled under the rental contract's agreed release process.

14. Bookings through agents or other websites

14.1 Your confirmation must identify who received your payment and which cancellation terms apply.

14.2 Where an agent received payment, the agent may need to process the refund. We will provide information reasonably needed to support that process.

14.3 A separate agent fee is governed by the arrangement disclosed by that agent. Why Not Drive will not add an undisclosed third-party fee.

14.4 No third-party arrangement limits rights you have against Why Not Drive under applicable law.

15. Questions and disputes

15.1 Contact **[EMAIL / PHONE]**, quoting your booking reference.

15.2 We will acknowledge a complaint within **two business days** and aim to give a substantive response within **10 business days**. If more time is needed, we will explain why and provide an update.

15.3 We will provide the basis and calculation for disputed charges. You retain the right to seek assistance from Queensland's Office of Fair Trading or pursue an available court or tribunal remedy.

Booking confirmation checklist, staff use

Before accepting a booking, confirm that:

☐ Price, rental period and vehicle category are recorded.
☐ Driver eligibility and travel restrictions are disclosed.
☐ Bond, excess, protection price and exclusions are supplied.
☐ Cancellation, no-show and early-return rules are supplied.
☐ Any special minimum rental or service charge is recorded.
☐ Contact details and collection hours are correct.
☐ The customer receives the applicable policy version.