THE FINE PRINT

WHY NOT, INDIVIDUAL RENTAL AGREEMENT

Working draft, not for customer issue until completed and approved

Agreement number: **[NUMBER]**
Booking reference: **[REFERENCE]**
Date issued: **[DATE]**

1 Rental provider

Legal company name: **Why Not Ownit Pty Ltd**
ABN: **17 702 872 946**
Trading name: **Why Not Drive**
Business address: 31 – 33 Brolga Avenue, Southport, Qld 4215
Rental enquiries: [PHONE / EMAIL]
Roadside assistance: [PHONE]

2 Renter details

Full legal name / business name: [NAME]
ABN, if applicable: [ABN]
Residential / business address: [ADDRESS]
Mobile: [NUMBER]
Email: [EMAIL]

If a business is the renter:

Authorised representative: [NAME]
Position: [POSITION]
Authority verified by: [METHOD]

A representative signing for a business does not give a personal guarantee by signing this agreement.

3 Authorised drivers

Only drivers approved and recorded below may drive, subject to the emergency exception in the Rental Terms and Conditions.

Detail	Primary driver	Additional driver
Full name	[NAME]	[NAME]
Date of birth	[DATE]	[DATE]
Residential address	[ADDRESS]	[ADDRESS]
Mobile	[NUMBER]	[NUMBER]
Licence number	[NUMBER]	[NUMBER]
Issuing state/country	[LOCATION]	[LOCATION]
Licence class	[CLASS]	[CLASS]

Detail	Primary driver	Additional driver
Expiry date	[DATE]	[DATE]
Full licence held since	[DATE]	[DATE]
Identification checked by	[STAFF INITIALS]	[STAFF INITIALS]

Attach a driver continuation sheet if needed.

Eligibility confirmed by staff:

☐ Each driver is at least 21 years old.
☐ Each driver has held a full, unrestricted licence for at least 12 consecutive months.
☐ Each licence is current and valid for the vehicle in Australia.
☐ Required overseas licence translations or permits have been checked.
☐ Drivers aged 21–24 meet the vehicle category restrictions.

Vehicle

Make and model: [DETAILS]
Registration / state: [DETAILS]
Fleet number: [NUMBER]
Colour: [COLOUR]
Fuel / power type: [PETROL / DIESEL / HYBRID / ELECTRIC]
Maximum occupants, including driver: [NUMBER]

Contract category, select one:

☐ Ordinary passenger car / small or medium SUV
☐ Larger SUV / full-size 4WD / people mover
☐ Other: [CATEGORY, ATTACH APPROVED SUPPLEMENT]

A 4WD vehicle does not itself authorise off-road or restricted-road use.

4 Collection and return

	Collection	Agreed return
Date	[DATE]	[DATE]
Time and local time zone	[TIME / ZONE]	[TIME / ZONE]
Location and address	[LOCATION]	[LOCATION]

Rental duration: [NUMBER] × 24-hour periods, plus [HOURS]
After-hours return approved: ☐ No ☐ Yes, instructions attached
Extension contact: [PHONE / EMAIL]

Extensions require written approval. Revised times and prices must be confirmed before the extension takes effect.

5 Permitted travel and intended use

Intended use disclosed by renter: [DETAILS]

Permitted states, regions and geographic boundaries:
[INSERT SPECIFIC AREA, MUST BE COMPLETED]

Additional route restrictions:
[INSERT NAMED ROADS / REGIONS, OR “NONE BEYOND THE T&Cs”]

Unless expressly approved below and supported by an agreed supplement, use is limited to sealed public roads within the permitted area.

Special permission	Approved?	Scope and attached supplement
Unsealed roads	☐ No ☐ Yes	[DETAILS]
Snow-line travel	☐ No ☐ Yes	[DETAILS]
Ferry / island travel	☐ No ☐ Yes	[DETAILS]
Towing	☐ No ☐ Yes	[DETAILS]
Rideshare / delivery / commercial use	☐ No ☐ Yes	[DETAILS]

Off-road use, beaches, floodwater, water crossings and closed or unsafe roads remain prohibited under the T&Cs.

6 Agreed rental charges

All amounts are AUD and include GST where applicable.

Item	Quantity / basis	Rate	Amount
Vehicle rental	[DAYS / PERIOD]	$[ ]	$[ ]
Additional driver	[BASIS]	$[ ]	$[ ]
Young-driver fee	[CHARGEABLE DRIVER-DAYS]	$16.50	$[ ]
Selected protection	[DAYS / PERIOD]	$[ ]	$[ ]
Delivery / collection	[DETAILS]	$[ ]	$[ ]
One-way fee	[DETAILS]	$[ ]	$[ ]
Child seat / accessories	[DETAILS]	$[ ]	$[ ]
Other agreed charge	[DESCRIPTION]	$[ ]	$[ ]
Discount	[DESCRIPTION]		−$[ ]
Total agreed rental charges			**$[ ]**
Amount already paid			−$[ ]
Rental balance payable			**$[ ]**

GST included in total: $[AMOUNT]

The young driver fee applies to each driver aged 21–24 and is capped at seven daily fees per driver in each successive 30-day rental period.

The security bond is separate from the rental price.

7 Kilometres, fuel and other potential charges

Included kilometres: ☐ Unlimited ☐ [NUMBER] for the rental
Additional kilometres: $[AMOUNT] per kilometre, including GST

Fuel return requirement: Same level as recorded at collection
Refuelling rate: $[AMOUNT] per litre
Refuelling service fee, if applicable: $[AMOUNT]

Late-return grace period: [PERIOD]
Late-return calculation: [RATE AND BASIS]
Early-return refund rule: [POLICY]

Toll provider / processing arrangement: [DETAILS]
Toll administration fee: [AMOUNT AND BASIS]

Applicable fees schedule: [TITLE / VERSION / DATE]
☐ Copy supplied before acceptance.

Other charges, including extraordinary cleaning, lost keys and customer-caused roadside assistance, apply only as disclosed in the agreed fees schedule and T&Cs. Charges must be substantiated where required.

8 Selected damage protection

Select one option only. Do not leave blank.

Select	Protection	Ordinary cars / small-medium SUVs: excess per incident	Larger SUVs / full-size 4WDs / people movers: excess per incident	Price including GST
☐	Standard protection	$5,900	$6,900	Included
☐	Excess Reduction	$1,500	$2,500	$[ ] per day
☐	Zero Excess	$0	$0	$[ ] per day

Applicable excess for this vehicle and selected option: $[AMOUNT] per separate incident.

For another vehicle category, attach its approved protection supplement and record the applicable excess here.

For covered loss, your liability is the lesser of the substantiated recoverable loss and the applicable excess. Multiple items of damage from one event do not attract separate excesses.

Protection exclusions and limits

Zero Excess does not cover every possible loss. The approved protection schedule must clearly explain the treatment of theft, glass, tyres, wheels, roof, underbody, water damage, keys, misfuelling, towing and third-party property.

Protection schedule supplied: [TITLE / VERSION / DATE]
Third-party property arrangement: [APPROVED SUMMARY / DOCUMENT REFERENCE]

☐ The selected protection, price, excess and exclusions were supplied and explained before acceptance.

Do not issue this agreement until the protection schedule and third-party property arrangements have been approved and completed.

9 Security bond and payment

Select the applicable bond:

☐ Ordinary passenger vehicle, **$200**
☐ Larger SUV / 4WD / people mover / premium vehicle, **$500**
☐ Local renter with Standard protection or Excess Reduction, **$1,000**
☐ Local renter with Zero Excess, **$500**
☐ Approved exception under the T&Cs: [DETAILS]

A local renter is a person whose usual residential address is within 100 kilometres of the collection location. The local renter bond replaces the standard bond.

Applicable security bond: $[AMOUNT]

Payment cardholder: [NAME]
Card type: [TYPE]
Last four digits only: [1234]

Payment / authorisation	Amount
Rental charges being paid now	$[ ]
Unpaid rental charges included in card hold	$[ ]
Security bond included in card hold	$[ ]
Total card pre-authorisation	**$[ ]**

Do not record a full card number or security code on this agreement.

A pre-authorisation temporarily reduces available funds or credit. It is separate from your damage excess and does not limit liability.

We will request release of the unused hold within [PERIOD] after return and finalisation of known charges. Your bank controls subsequent processing time.

Your payment authority covers the agreed rental charges. Additional post-rental charges are subject to the notice, evidence and dispute process in the T&Cs, including [NUMBER] business days to raise a dispute before processing.

10 Condition report and equipment

Collection condition report reference: [NUMBER / DATE]
Collection photographs reference: [REFERENCE]

Odometer at collection: [KM]
Fuel level / battery charge: [LEVEL / %]

Keys supplied: [NUMBER]
Accessories supplied: [LIST]

☐ Collection condition report supplied.
☐ Renter offered an opportunity to inspect and record discrepancies.
☐ Existing damage and other observations recorded in the attached report.

Signing does not make the renter responsible for hidden defects or pre-existing damage that was not reasonably apparent.

11 Cancellation terms

Booking type: ☐ Pay Now ☐ Pay at Collection ☐ Corporate arrangement

Cancellation deadline and charge: [DETAILS]
No-show rule: [DETAILS]
Booking-change rule: [DETAILS]

These rules must match the conditions supplied when booking. Your consumer rights remain available.

12 Privacy and notices

Privacy Policy and collection notice: [LINK / VERSION]

Vehicle technology fitted:
☐ GPS / telematics ☐ Dashcam ☐ Remote immobilisation ☐ None

Relevant purposes, disclosures and safeguards: [ATTACHED NOTICE REFERENCE]

We use personal information for the purposes explained in the collection notice. Acceptance of this agreement does not constitute consent to unrelated marketing.

13 Documents forming this agreement

Document	Version / date
Why Not Rental Terms and Conditions	[VERSION / DATE]
This Individual Rental Agreement	[NUMBER / DATE]
Fees and charges schedule	[VERSION / DATE]
Protection and exclusions schedule	[VERSION / DATE]
Relevant vehicle / travel supplement	[DETAILS OR N/A]
Agreed written variations	[DETAILS OR NONE]

Privacy notice supplied: [VERSION / DATE]
Condition report supplied: [REFERENCE]

14 Acceptance

By signing, the renter confirms that:

- the details provided are accurate to the best of their knowledge;
- the selected vehicle, rental period, charges, bond and excess are recorded correctly;
- the documents listed above were supplied before acceptance, with an opportunity to ask questions;
- they agree to the rental contract and the payment arrangements described above; and
- they will ensure Authorised Drivers know the relevant use, safety and reporting requirements.

This acknowledgement does not waive consumer rights or exclude promises or representations Why Not is legally bound to honour.

Renter / authorised business representative

Name: _____

Signature: _____
Date and time: _____

For Why Not

Name: _____

Signature: _____
Date and time: _____

Additional driver acknowledgement

I confirm my driver details are accurate, my licence is valid, and I have received the relevant driving restrictions and incident-reporting instructions.

Name: _____

Signature: _____
Date and time: _____

Copy of completed agreement provided to renter:
☐ Email ☐ Printed copy
Sent / supplied at: [DATE AND TIME]