THE FINE PRINT

Why Not, Rental Terms and Conditions

Working draft, for business, insurance and legal review
Version: 0.2
Effective date: [INSERT BEFORE PUBLICATION]

Drafting status: The bond, excess and driver settings below are provisional. All bracketed items and insurance arrangements must be resolved before customer use.

1. Your rental contract

1.1 "Why Not", "we", "us" and "our" mean Why Not Ownit, ABN 17 702 872 946, trading as Why Not Drive, of 31 – 33 Brolga Avenue, Southport, Qld 4215.

1.2 "You" means the person or business identified as the renter in the Rental Schedule. An "Authorised Driver" is a driver approved by us and recorded in that schedule.

1.3 Your rental contract consists of:

- these Rental Terms and Conditions;
- the Rental Schedule identifying the vehicle, drivers, rental period, rates, bond, excess and extras;
- the fees schedule and any protection or vehicle supplement supplied and agreed before the rental; and
- subsequent variations agreed in writing.

The vehicle condition report records the vehicle's condition at collection and return.

1.4 An expressly agreed written variation takes priority, followed by the Rental Schedule, relevant supplements and these terms. This does not remove a protection expressly promised when booking.

1.5 We will provide a copy of your contract. Terms published after you enter the contract do not automatically apply to your rental.

2. Your consumer rights

2.1 Your rental is subject to the Australian Consumer Law and other applicable laws.

2.2 Nothing in this contract excludes, restricts or modifies a right, guarantee or remedy that cannot lawfully be excluded, restricted or modified.

3. Driver eligibility

3.1 Each Authorised Driver must:

- be at least **21 years old**;
- hold a current, full and unrestricted licence valid in Australia for the vehicle class;
- have held a full licence for at least **12 consecutive months**; and
- provide identification reasonably required to verify eligibility.

Learner, provisional and restricted licences are not accepted.

3.2 Drivers aged **21–24** may rent only the economy, compact, intermediate and small or medium SUV categories we approve. Drivers must be **25 or older** to rent larger SUVs, 4WDs, people movers or premium vehicles unless we expressly approve otherwise in writing.

3.3 Overseas licence holders must provide their original licence and, where reasonably required to verify it, an International Driving Permit or an accepted English translation. An International Driving Permit does not replace the original licence.

3.4 Only Authorised Drivers may drive, except where reasonably necessary in an emergency to protect a person from immediate harm.

3.5 You must notify us promptly if a driver's licence becomes invalid during the rental.

Young-driver fee, provisional setting

3.6 A fee of $16.50 including GST per rental day, for each driver aged 21–24, applies. It is capped at seven daily fees per driver in each successive 30-day rental period, a maximum of $115.50 per driver per period.

3.7 Any additional-driver fee is [INSERT AMOUNT OR CONFIRM NO FEE] and must be disclosed before approval.

4. Collection and condition

4.1 We will provide a roadworthy vehicle, reasonably clean and suitable for an intended purpose you disclosed and we accepted.

4.2 We will provide a collection report showing existing damage, fuel or battery level, odometer and accessories.

4.3 Inspect the vehicle and report discrepancies before departure where reasonably possible. You may take photographs and ask us to update the report.

4.4 Your signature does not make you responsible for hidden defects or damage that was not reasonably apparent.

4.5 If the booked category is unavailable, we will discuss alternatives. If no suitable alternative is agreed, we will refund amounts paid for the unavailable rental, without limiting your legal rights.

5. Rental period

5.1 Collection and return times and locations are recorded in the Rental Schedule.

5.2 Request extensions before the return time. We will confirm any approved extension and its charges in writing.

5.3 If delayed, contact us as soon as reasonably possible. Late charges are **[INSERT GRACE PERIOD AND CALCULATION]**.

5.4 Early-return refunds are subject to **[INSERT POLICY]** and your consumer rights.

6. Rental charges and security bond

6.1 All amounts are in Australian dollars and include GST where applicable.

6.2 The Rental Schedule identifies the rental rate, included kilometres, excess-kilometre rate, extras, protection, bond and excess. Additional fees must be disclosed before you agree to them.

Standard bond, provisional setting

6.3 For an ordinary passenger vehicle, the security bond is $200, in addition to unpaid rental charges and agreed extras.

6.4 A $500 bond applies to larger SUVs, 4WDs, people movers, premium vehicles and any commercial vehicle we agree to rent under an appropriate supplement.

Local-renter bond, provisional setting

6.5 If your usual residential address is within **100 kilometres of the collection location**, the bond is:

- **$1,000** with standard protection or Excess Reduction; or
- **$500** with Zero Excess.

This replaces the standard bond; the bonds are not added together. Any corporate-account or insurance-replacement exception must be recorded in the Rental Schedule.

6.6 We will tell you the applicable bond before you commit to the booking. We may reasonably request current proof of address to verify local-renter status.

Payment and release

6.7 Bonds are secured by pre-authorisation on a valid credit card or bank-issued Visa or Mastercard debit card in the renter's name. Cash, prepaid cards and third-party cards are not accepted unless agreed in writing.

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

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

6.10 Before processing post-rental charges, we will provide an itemised notice, supporting information and at least **[NUMBER] business days** to raise a dispute. We will review disputed amounts before debiting them. Undisputed amounts remain payable.

6.11 We will not recover the same loss twice and will refund overpayments promptly.

7. Vehicle use and travel restrictions

7.1 Take reasonable care of the vehicle, secure it when unattended, protect the keys and use the correct fuel or charging equipment.

7.2 You must not use the vehicle:

- unlawfully, for racing or speed testing;
- while impaired or above an applicable alcohol or drug limit;
- beyond legal passenger or load limits;
- for towing, rideshare, delivery or other commercial services without written approval;
- off-road, on beaches or through water crossings or floodwater;
- on closed roads or where an official warning makes travel unsafe; or
- outside the travel area recorded in the Rental Schedule.

7.3 The provisional permitted-use setting is sealed public roads within [INSERT STATES, REGIONS AND BOUNDARIES]. The geographic limits must be completed and disclosed before booking.

7.4 Unsealed roads, travel above the snow line, ferry transport, island travel and named remote routes require our prior written approval and any expressly agreed supplement. Hiring a 4WD does not itself authorise these uses.

7.5 We will not offer snow or unsealed-road protection until its scope, exclusions and price have been approved and supplied in writing. Purchasing a protection option does not override prohibited-use rules.

7.6 Smoking and vaping are prohibited. Animals are subject to [INSERT POLICY ACCOMMODATING APPLICABLE ASSISTANCE-ANIMAL RIGHTS].

7.7 A breach does not automatically make you liable for unrelated loss or remove all protection. Clauses 11 and 12 govern damage liability.

8. Fuel, kilometres and cleaning

8.1 Return the vehicle with the fuel level recorded at collection. Refuelling charges are **[INSERT RATE AND SERVICE FEE]**.

8.2 Included kilometres and excess-kilometre charges are stated in the Rental Schedule.

8.3 Normal cleaning is included. Reasonable extra cleaning costs may apply for soiling beyond ordinary use, supported by evidence and the agreed fees schedule.

8.4 EV rentals require a separate supplement covering charging, return battery level and applicable costs.

9. Breakdowns and repairs

9.1 Contact **[ROADSIDE NUMBER]** for assistance and **[WHY NOT NUMBER]** for rental support.

9.2 Stop driving when reasonably safe if a fault or warning indicates that continued driving may be unsafe or cause further damage.

9.3 We are responsible for maintenance and mechanical faults not caused by misuse or a breach for which you are responsible.

9.4 Obtain approval before repairs, except where urgent action is reasonably necessary to protect people or prevent further damage and we cannot be reached. Keep receipts and notify us promptly.

9.5 Customer-caused assistance charges must be disclosed in the fees schedule. You are not responsible for costs caused by our maintenance failure.

10. Accidents and theft

10.1 Following an accident, theft or damage:

- prioritise safety and obtain emergency assistance;
- notify police where required;
- notify us as soon as reasonably practicable;
- collect third-party and witness details and photographs where safe; and
- complete our incident report as soon as reasonably practicable.

10.2 Give truthful information and cooperate reasonably. Do not settle a claim on our behalf without approval.

10.3 We will account for injury, emergencies and reasonable explanations for reporting delays. A delay does not automatically remove protection; any consequence must reflect actual prejudice and the agreed terms.

11. Damage liability and excess

> **Provisional settings, subject to insurer approval.**

11.1 Subject to this contract and applicable law, you are responsible for loss of or damage to the vehicle while in your possession or control, except to the extent caused by:

- fair wear and tear;
- pre-existing damage;
- our negligence, maintenance failure or breach; or
- circumstances for which you are not responsible under applicable law.

11.2 For covered loss, liability is limited to the lesser of our substantiated recoverable loss and the applicable excess:

Vehicle category	Standard protection	Excess Reduction	Zero Excess
Economy, compact, intermediate, standard and full-size passenger cars; small and medium SUVs	$5,900	$1,500	$0
Larger SUVs, full-size 4WDs and people movers	$6,900	$2,500	$0

Premium, specialty, electric and commercial vehicles require an expressly agreed category and excess in the Rental Schedule or a separate supplement.

11.3 The excess applies **per separate incident**. Multiple items of damage arising from the same event do not attract separate excesses.

11.4 We will substantiate when damage occurred and the loss claimed. Recoverable loss may include reasonable repairs and necessary towing or recovery. Any loss-of-use claim must reflect actual substantiated loss and costs saved.

11.5 We will minimise loss and account for insurance proceeds, third-party recoveries, salvage and other payments for the same loss.

11.6 Before seeking payment, we will provide relevant condition reports, photographs, damage details and a repair assessment or invoice. Estimates will be reconciled and overpayments refunded.

11.7 You do not automatically owe the full excess where the recoverable loss is less.

11.8 **Third-party property:** [INSERT INSURER-APPROVED COVER, CUSTOMER LIABILITY, LIMITS AND EXCLUSIONS BEFORE PUBLICATION.]

11.9 Nothing here determines statutory personal injury or compulsory third-party insurance entitlements.

12. Optional protection

12.1 Standard protection is included in the rental price. Optional protection must be selected before the rental and recorded in the Rental Schedule.

Option	Daily price including GST	Effect
Standard protection	Included	Standard excess in clause 11
Excess Reduction	[INSERT PRICE]	Reduced excess in clause 11
Zero Excess	[INSERT PRICE]	$0 excess for covered loss

12.2 Optional protection is a contractual limitation of liability. It is not represented as an insurance policy sold to you.

12.3 Zero Excess does not remove liability for every possible loss.

12.4 **[FINALISE THE TREATMENT OF THEFT, GLASS, TYRES, WHEELS, ROOF, UNDERBODY, WATER DAMAGE, KEYS, MISFUELLING, TOWING AND THIRD-PARTY PROPERTY WITH THE INSURER. SUPPLY A CLEAR EXCLUSION SCHEDULE BEFORE PUBLICATION.]**

12.5 Any exclusion based on prohibited conduct or breach must be clearly disclosed and apply only to loss caused or contributed to by that conduct, to the extent permitted by law.

13. Return

13.1 Return the vehicle, keys and accessories at the agreed time and location.

13.2 We will offer a joint inspection during staffed hours where practicable and provide a return record.

13.3 After-hours returns require advance instructions identifying the approved parking and key-return arrangements.

13.4 Once you correctly park, lock and return the keys under those instructions, you are not responsible merely because inspection occurs later. You remain responsible for earlier damage established by evidence.

13.5 We will inspect promptly and provide evidence supporting proposed additional charges.

14. Tolls and infringements

14.1 You are responsible for tolls and infringements attributable to your use, subject to your legal right to dispute them.

14.2 Toll arrangements and administration fees are **[INSERT PROVIDER, PROCESS AND FEES]**. Relevant third-party terms must be supplied before agreement.

14.3 We may lawfully provide driver and rental details to authorities. Administration charges must be disclosed, reasonable and not duplicated.

15. Cancellation and refunds

15.1 Booking-change, cancellation and no-show rules are **[INSERT POLICY AND AMOUNTS]**, disclosed before booking.

15.2 Cancellation charges must reasonably reflect legitimate loss or costs, accounting for costs saved and relevant replacement bookings.

15.3 If we cancel or cannot provide a suitable vehicle, we will refund services not supplied without limiting your other legal rights.

16. Ending the rental

16.1 We may end the rental for a serious breach, including dangerous use, invalid licensing, fraud or material non-payment.

16.2 Where reasonably remediable, we will give notice and an opportunity to remedy. Immediate action may be taken to address serious safety risks or unlawful conduct.

16.3 Vehicle recovery must be lawful. We will not enter private property without consent or lawful authority.

16.4 You may end the rental for our serious breach, subject to your legal rights. Final charges and refunds will reflect services supplied and substantiated recoverable loss.

17. Privacy

17.1 Our Privacy Policy and collection notice are available at **[LINK]**.

17.2 We will explain relevant collection purposes and disclosures, including identity verification, rental administration, tolls and claims.

17.3 **[CONFIRM ANY GPS, TELEMATICS, DASHCAM OR REMOTE IMMOBILISATION AND ADD SPECIFIC DISCLOSURES AND SAFEGUARDS.]**

17.4 Marketing preferences are separate from acceptance of this contract.

18. Complaints and general terms

18.1 Send complaints to **[EMAIL / PHONE / ADDRESS]**, quoting the rental number. We will acknowledge them within **[PERIOD]** and aim to respond substantively within **[PERIOD]**.

18.2 We will provide relevant records and review disputed charges fairly. You retain access to consumer protection agencies, courts and tribunals.

18.3 The governing law is the **State of Queensland**, subject to mandatory laws and available jurisdictions.

18.4 Unenforceable terms do not affect the remaining contract where it can legally continue. Nothing excludes representations or promises we are legally bound to honour.

Rental enquiries: [EMAIL / PHONE]
Roadside assistance: [PHONE]
Emergency services: 000