

GreenShareCar Member User Agreement (Version 3.0) (Terms & Conditions)

Last updated changes

We may change these Terms & Conditions, hire rates and/or any other fees which appear in this user agreement from time to time on fourteen (14) days' notice to the members. This Member User Agreement will be published on our website (www.greensharecar.com.au) and was **last updated** on **9th of December 2014**.

INTERPRETING THESE TERMS AND CONDITIONS

1. This Member User Agreement (Terms and Conditions) is between JP Just Properties International Pty Ltd (ABN 32 827 412 339) trading as GreenShareCar® and the person/s that signs this agreement or accepts these terms and conditions on the GreenShareCar website and becomes a member.
2. The aim of this Member User Agreement is for both GreenShareCar and its members to work together to provide safe, clean and reliable vehicles to all users. Members should use the Share Car as if it's their own to ensure that the Share Car is always performing to the highest standard.
 - 2.1 GreenShareCar is a membership club that can only operate successfully with the support and cooperation of its members. Given the significant importance of, and thus reliance on, each member's adherence to club terms and conditions, GreenShareCar reserves the right to make determinations on member responsibility for breaches of any terms and conditions, based on the facts presented in each case and GreenShareCar's judgment of the weight of evidence. GreenShareCar also reserves the right to enforce penalties or charges on members that it has deemed to have breached their contractual obligations, in accordance with the schedules in this Member User Agreement.
3. In these Terms and Conditions:

"Application processing Fee" means when a person or company makes an online application on our website that is submitted to us for consideration. Whether the application is approved or rejected, we will charge a flat fee equivalent to the amount shown in Table A at item 26;

"Booking Period" means the time that the member has pre-reserved for use of a car;

"Car" means a car owned or leased by GreenShareCar which the member is permitted to drive for the booking period;

"Damage Log Book" means the form which must be completed by all members before commencing travel, recording any damage found or caused by them to the car of which they have become aware;

"Deceptive Intent" means a situation where a member makes a booking with the intent of creating a 'block' against other members or takes advantage of a bug, loophole or limitation of the booking system or security system outside and against the aim or spirit of these Terms and Conditions or any other behavior by a member which, in our opinion, is against the aim of this member user agreement;

"Driver" means a member who drives a GreenShareCar;

"ExclusiveFleet" means where a member has requested us to place vehicle/s in a location nominated by the member and the member has agreed to pay us a minimum fee for each vehicle on a regular monthly basis for a set term;

"FuelCard" means a credit fuel card provided by GreenShareCar which is used to refill the car with fuel from selected service stations;

**"GreenShareCar",
"We", "Us" or "Our"**

means JP Just Properties International Pty Ltd trading as GreenShareCar® (ABN 32 827 412 339) incorporated in Victoria with a registered address of 150 Sydney Road, Coburg, Victoria, Australia 3058;

"Member"

means a person or company who has been accepted by GreenShareCar as a member and has been issued with a SmartCard and has signed or accepts these terms and conditions on the GreenShareCar website;

"Reserved Parking Space"

means the reserved space in which the car must be parked when not in use by a member;

"SmartCard"

means the member card that the member receives to access a GreenShareCar vehicle for the booking period;

"Standard Hire Rate"

means the advertised rate applicable for a particular car and plan chosen by the member, effective as from the date this agreement was last updated; Our "Casual Plan" is our standard hire rate. Other plans may be higher or lower rates;

"Terms and Conditions"

means the terms and conditions in this Member User Agreement, or as amended by notice and on the GreenShareCar website;

"Quick Guide"

means the document setting out detailed descriptions of how the GreenShareCar service works, posted on the GreenShareCar website and included in the in-car folder in our cars. If there is a conflict between the "Quick Guide" and these Terms and Conditions, these Terms and Conditions will always prevail;

"Vehicle Immobilisation Cost"

means, when a vehicle is taken off the GreenShareCar reservation system as a result of damage or following an accident, or when the vehicle is temporarily unavailable for hire, or a vehicle which, in our insurer's opinion, has been damaged to the extent that it is uneconomically viable to repair and a new vehicle is ordered to replace it, the economic loss to us from the day a vehicle is placed on maintenance up until the same vehicle, or in the case of a total loss of a vehicle, the new vehicle, is returned to the reservation system. The vehicle Immobilisation cost applied and charged to the member will be as shown in Table B1.

"You" "Your"

means the member or an applicant who has signed these Terms and Conditions or accepted these Terms and Conditions on the GreenShareCar website to become a GreenShareCar member, including any approved driver under a joint account or corporate account;

MEMBERSHIP

4. A person may only apply to become a member of GreenShareCar by completing and submitting an online application.
5. An application for membership will only be accepted by us if the applicant:
 - a. agrees to be bound by these Terms and Conditions; and
 - b. completes all required parts of our online application form and provides a valid Credit Card or Debit Card authorising us to directly charge the member's nominated account;
 - c. pays their joining fee and, where appropriate, any Annual Insurance Fees or returnable deposit if requested by us;
 - d. pays the Application Processing Fee as shown in Table A Item 26; and
 - e. has held a driver's license for at least twelve (12) consecutive months prior to submitting their application.
6. In order to become a member and stay a member, an applicant must at all times:
 - a. meet minimum age requirements;
 - b. carry a current and valid driver's license;
 - c. have a "clean" driving record. A driving record is considered "clean" if it meets the following criteria as established by our insurer and the underwriting guidelines of our policy:

- i. up to but not exceeding four (4) infractions on the drivers record;
 - ii. up to but not exceeding one at-fault accident within the last five (5) years;
 - iii. no speeding convictions in excess of 35 kilometres over the speed limit; and
 - iv. no careless driving or criminal driving charges, including but not limited to careless/dangerous/impaired driving, racing, failure to pass or submit to a breath test, failure to stop at the scene of an accident or insurance fraud.
7. Membership criteria may be amended from time to time at our discretion or at the discretion of our Insurance Company.

OUR COMMITMENT TO YOU AND OUR LIABILITY

8. We will carry out regular checks and maintain all cars to a roadworthy standard.
9. We strive to ensure sufficient car capacity to satisfy member demand. We are liable only for services actually supplied. If the member's needs cannot be met, we will endeavour to provide an alternative but do not guarantee that a vehicle will be available when booked or that we will meet all of the member's requirements.
10. We are not liable to a member under or in connection with this agreement, whether for negligence, misrepresentation, breach of contract or otherwise, and you hereby release and indemnify us and hold us harmless from and against all:
- a. defects or dangers arising in or out of the use of the car;
 - b. loss or damage arising out of death, bodily injury or damage to property or economic loss suffered by any person or persons whatsoever including members or third parties;
 - c. loss of profit, goodwill, business opportunity or anticipated saving suffered by the member or any third-party; and/or
 - d. any direct, indirect or consequential loss or damage suffered by the member or any third-party.
11. The entire liability of GreenShareCar under or in connection with this agreement whether for negligence, breach of contract, misrepresentation or otherwise, is limited to an amount equal to the cost of the booking period.

YOUR OBLIGATIONS

12. Members have the obligations as set out in these Terms and Conditions.
13. Members may be liable for payment for repairs to a car which is over and above our general cleaning and maintenance routine, or if the car has been damaged either inside or outside as a result of use by the member as set out in Table A.
14. When driving, members must obey the laws of the state the car is driven in. A member's right to drive is automatically suspended if they are charged with driving without due care including, but not limited to:
- a. operating a motor car while impaired;
 - b. operating a motor car with over 0.05 grams of alcohol per 100 ml of blood;
 - c. failing to provide a breath sample;
 - d. dangerous operation of a motor car; and/or
 - e. failing to stop at the scene of an accident.
15. Members agree to release and indemnify us for any claim for loss or damage of any personal property which has been:
- a. stored in the car;
 - b. stolen from the car;
 - c. otherwise lost during the Rental Period;
 - d. left in the car after it has been returned to us; and/or
 - e. stored or left at our premises.
16. The car must be driven by authorised members only. Members that allow a person who is not authorised by us as a member to drive our car will be charged a fee as set out in Table A at item 18.
17. Members must not use the car for:
- a. hire or reward, members must not sell, rent or dispose of the car or any of its parts, or attempt to give anyone any legal rights over the car; or
 - b. any illegal purpose, off-road driving, racing, testing the car's reliability or speed, or teaching someone to drive.
18. Members must not:
- a. carry more passengers than may be properly accommodated by the seat belt restraints provided in the car, or carry a greater load which exceeds the designed capacity of the car;
 - b. drive the car outside of the state where the car was booked from or above the snow-line without written permission from us.
 - c. use the car when it is damaged or unsafe. Members are required to inspect the vehicle before every reservation and, if a defect or damage is discovered, either internally or externally, the member must notify us before they drive the vehicle;
 - d. use the car 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 car manufacturers or our recommendations; or

- e. carry excess baggage which would cause the car to be overloaded.
 - f. Use the car to teach other people how to drive using 'L' plates.
19. Members must provide us 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 us with any changes to this information during the course of their membership.
 20. Members must always use our car in accordance with all applicable laws and regulations which may be in place.
 21. Members are responsible for paying any tolls, fines, fees or charges which they may incur during a trip, including fees for using toll roads.
 22. Probationary drivers are required to supply their own "P" plates.

USE OF THE CAR

The SmartCard

23. We will issue each member with a SmartCard upon acceptance of their application for membership and receipt of the member's joining fee, any annual insurance charge and returnable deposit.
24. Members must always use their SmartCard to lock and unlock the vehicle during their booking. The vehicle keys are to be kept inside the vehicle, attached to the cord at all times.
25. Service stations and other businesses with which we have partnerships may require members to present their SmartCard to be eligible to receive their services.
26. Members who misplace their SmartCard must notify us immediately. A replacement card will be issued (fees apply as set out in Table A at item 14).
27. The SmartCard remains our property and must be returned to us if the member's account/membership is closed, cancelled or otherwise terminated. If the SmartCard is not returned to us, it will be considered to be lost and will incur a replacement fee as set out in Table A at item 14.

Bookings

28. Members must always book cars prior to use.
29. Members can only book cars under their name or in the name of the corporation. Corporate Drivers who are listed as additional drivers must use their individual Smart Card to make bookings.
30. Members can use the car for the booking period only.
31. The minimum booking period is sixty (60) minutes.
32. Any booking period of five (5) continuous days or more is subject to our discretion. Such bookings must be agreed to by one of our representatives prior to booking and paid in advance.
33. Bookings can be made online from a computer or mobile device with internet connection at any time.
34. Bookings can be made up to twelve (12) months in advance.

Cancellations

35. A member can cancel or change a booking at any time prior to 24 hours before the beginning of the reservation and no charges will be incurred.
36. We may agree to extend the booking in accordance with the procedures (this can only be done if another member is not waiting for the same car).
37. Any booking or part of a booking cancelled within 24 hours of the start of the booking will be paid as per Table A at item 3.

COLLECTION AND RETURN OF THE CAR

38. Members must collect the car from the Reserved Parking Space and return it locked, clean and in good working order to the same Reserved Parking Space at the conclusion of the booking period. Failure by a member to return the car to the Reserved Parking Space prior to the end of the booking period will result in the member incurring a penalty as set out in Table A at item 20 unless they are able and willing to return the vehicle to its Reserved Parking Space before any parking restrictions apply.
- 38.1 If our cars receive a parking fine or towed away or any other cost is incurred by us as a result of you parking our car outside the pickup location you will be responsible for all costs incurred by us, plus reasonable administration costs.
39. Members are responsible for assessing the condition of the car (both interior and exterior) at the start of the booking (upon collection of the car). Failure to immediately notify us by phone of any faults, messiness/dirtiness or damage not previously reported in the damage log will be deemed to indicate the member's acceptance of the car as being in good working order and damage free. Any fault or damage of the car must be reported to us at the beginning of the booking period. You can take a photo and email any visible damage to us at info@greensharcar.com.au
40. Members must check that they have not left any belongings in the car prior to returning the car to the Reserved Parking Space. The member agrees not to hold us responsible for any belongings left in the car.

41. Members are responsible for all costs and charges associated with their use of the car during the booking period (including, but not restricted to, charges and costs incurred as a result of traffic offences).
42. During the booking period, members must immediately inform us by phone of any fault in the car and must not use the car while it is not in a roadworthy condition.
43. Members are responsible for:
 - a. ensuring that they park at all times in the correct gear and firmly pulling the handbrake when parking;
 - b. ensuring that they leave the keys in the car at all times;
 - c. ensuring the car keys remain in the car at the end of a booking as set out in Table A at item 2;
 - d. ensuring that all the car doors and windows are closed and locked before and after their reservation. If a member leaves a car unlocked or windows open, the member will be liable for the cost of any resulting damage or loss of property suffered by us in addition to a penalty as set out in Table A at item 9;
 - e. ensuring that they return the car to its reserved parking space by the end of their booking as set out in Table A at item 20;
 - f. ensuring that they lock the car manually if the booking has terminated and they are not able to lock the car with the Smart Card;
 - g. returning the car in a clean condition and in good working order. If the car is left in an untidy state for the next driver, the member will incur the penalty set out in Table A at item 10; and
 - h. ensuring that all functions in the car, including lights and accessories, are switched off before swiping out to end the booking;
44. Members will incur penalties as set out in Table A if they fail to perform any of the above obligations.
45. Members will be charged for the full booking period, regardless of whether or not the car is:
 - a. collected after the start of the booking period;
 - b. returned before the end of the booking period; or
 - c. not used at all by the member during the booking period.

FUEL AND TOLLS

46. We will pay the cost of refilling the car with fuel; we will also pay for any necessary engine oils which may be required. In the event that a member fills the car up with other more expensive fuels, the FuelCard in the car will be rejected by the fuel retailer. In this event the member will need to pay for the fuel themselves, we will credit the members GreenShareCar account for the cost of the fuel, less our administration cost pursuant to Table A at item 21.
- 46.1. All members must ensure, before filling the car with fuel, that the fuel outlet will accept our GreenShareCar FuelCard.
47. Members are responsible for ensuring that the tank is at least ½ full when returning the car at the end of the booking period. Members should use the FuelCard located within the car for refuelling the car. If a member returns a car with less than ½ a tank of fuel, a penalty will apply as set out in Table A at item 7.
48. Members are strictly prohibited from using our FuelCard for any purposes other than refueling our car. If the FuelCard is used for any other purpose, the member is liable for all related expenses associated with such an incident, plus any reasonable expenses incurred to recover the money and we may, at our sole discretion, terminate the member's membership. Our on-board computer records the quantity of fuel entered into the tank and we will use this information to validate fuel billing statements and charge responsible members for any discrepancy. If a discrepancy is found we will bill or debit your credit card accordingly for those unauthorised purchases with our FuelCard and charge you a "non-compliant FuelCard purchase fee" as shown in Table A at item 23.
49. Members are strictly prohibited from using a GreenShareCar Toll Tag for any purpose other than travelling a toll road in a GreenShareCar vehicle during the booking period. If the Toll Tag is used for any other purpose, the member is liable for all related expenses associated with such an incident, plus any reasonable expenses incurred to recover the money and we may, at our sole discretion, terminate the member's membership.
50. A member that fails to leave the FuelCard, parking access card or Toll Tag in the car at the end of the booking period will incur a penalty as set out in Table A at item 13.
51. In the event that our FuelCard is faulty or missing, the member will be required to pay for the fuel and then seek reimbursement from us. To obtain reimbursement, the member is required to retain the tax invoice for the fuel and send it to us. If we agree to a reimbursement, it will be issued in the form of a credit to the member's GreenShareCar account for the cost of the fuel, less our reasonable administration costs. The member is also required to report the faulty or missing FuelCard to us before using their own funds to make the fuel purchase and obtain our authorisation to use their own funds. Notifications under this clause must be made to us by telephone on 1300 575 878 and the member must obtain the name of the GreenShareCar

personnel who authorised the transaction, failure to comply to the above procedures will result in no credit to the member.

PRICING AND FEES

52. Members must pay a one-off joining fee as shown in Table C, which covers the cost of Driving History and Insurance checks, plus any other upfront fees associated with the category of membership applied for. If collected from the member upon joining, refundable security deposits will only be refunded to members once the member cancels their GreenShareCar membership, provided they have satisfied all conditions as set out in Table A, B, B1 and C and complied with the terms and conditions of this Member User Agreement.
53. Members must select a pricing plan at the time of application and will be charged at the rates of the selected plan. All plan information is available on our website (www.greensharecar.com.au).
54. If a member has joined under a promotional code which may attract special hire rates or other special offers for a particular vehicle or vehicles, the special hire rates apply only when the member uses that particular vehicle or vehicles. When members use other GreenShareCar vehicles the standard rates apply as per the member's chosen plan.
55. Members may downgrade their membership plans by paying a processing fee as shown in Table C at item 9. New plans take effect on the first day of the following month. When a member requests to upgrade a plan, they will be charged the difference, if any, between the existing plan joining fee and the new plan joining fee.
56. Members will incur usage rates on their account including, but not limited to, hourly rates, daily rates and kilometer rates. These rates are subject to the members selected plan.
57. Our daily rates apply to any 24 hour period or part thereof that will result in a lower final trip cost than hourly rates. Daily rates are applied once the total of an hourly booking reaches the value of a daily rate on the members selected plan.
58. Members may elect to change a plan by writing to us at least two (2) business days before the end of the month. The change will take effect at the beginning of the next calendar month.
59. We reserve the right to impose a Returnable Security Deposit as shown in Table C at item 6 at our discretion. We reserve the right to use a Returnable Security Deposit to pay amounts owed by the member for:
 - a. monthly usage and membership fees;
 - b. joining fees;
 - c. insurance excess and excess reduction fees;
 - d. penalties or other costs and charges incurred by the member, including but not limited to driving infringement fines and tolls; or
 - e. Any other costs we consider appropriate.This deposit is refundable (subject to our right to set off any amount owed by the member) upon a member terminating Membership. The returnable deposits may be used by us to cover any penalties, insurance excess amounts or other costs and charges incurred by the member.
60. We reserve the right to make changes to these prices on fourteen (14) days prior notice to members. If a reservation is made prior to a rate change effective date, the member will be charged the rate applicable at the time the trip is taken.
61. If a member is identified as being the source of introducing a new member to us, the member will receive referral credits; the amount of the credit is to be determined by us.
62. The value of the referral credit may vary and is set by us at the time of referral.
63. We will notify members when they have received referral credits. Credits must be used within 30 days of being notified by us.
64. The application fee is non-refundable. Any pre-purchased plan credits will not be refunded.
65. Members agree to pay us the fees as set out in Table A, A1, B and C.
- 65.1 The monthly plan payments paid by you as shown in Table A1 are treated as deposits and no tax invoice is issued to the member for these payments. In accordance with this clause, GST is payable at the time that a usage fee is applied to the GreenShareCar member's account (when your account is debited) and a tax invoice will be issued to the member the following month which shows the member's usage for the month. GST is payable on forfeited deposits and a tax invoice will be issued the following month after the said forfeiture.

PAYMENT

66. All members will be charged via their nominated credit card or debit card for the use of our cars, as well as other costs and fees incurred. The member agrees and consents to the charges, as invoiced, being debited to the member's credit card or debit card. All estimated booking costs (provided at the time of booking) are payable to us either three (3) hours before the beginning of a reservation or, if a booking is made with less than three (3) hours' notice, at the time of making the booking. Any additional trip costs or charges relating to other services will be charged after the services are provided. Car hire rates may be published on our website, however we do not guarantee that the hire rates published on our website are, or will be, a true reflection of the rate you will actually be charged. The correct billing amount will always be quoted to you at the time of booking, we recommend that you print a copy of the reservation confirmation and retain it, for your records.

67. Each member will receive a Tax Invoice for their usage on a monthly basis. A Tax Invoice will be processed fourteen (14) days after the beginning of each month. An administration charge as shown in Table C at item 7 will be applied to the account if the member requests an adjustment to the Tax Invoice. Tax Invoices will be sent by email, or members can view their Tax Invoices or accounts on our website by logging into the reservations system and selecting "My Account", then "Invoices".
68. If a credit card or debit card is declined, leaving the account holder with an outstanding balance, then you are liable to pay an administration charge as shown in Table A at item 17.
69. The member is liable to pay the following charges:
- a. Any application or upfront fees associated with the member's selected plan.
 - b. The usage charge and surcharge shown on the member's monthly statement.
 - c. Any fee, fine or charge for loss or damage resulting from a failure to comply with these Terms and Conditions.
 - d. Any other fines and penalties incurred by the member as a result of failure to comply with our Quick Guide, located in each of our vehicles;
 - e. All fines and court costs for parking, traffic or other offences (including any costs which arise if the car is clamped) charged to either us or the member and incurred by the member during their car use. The member must pay to the appropriate authority any such fines and/or court costs and also inform us within three (3) business days of any notification or orders made by an authority to the member of such fines and/or court costs. Any fines and penalties that are processed by us will render the member liable for our reasonable administration charges as set out in Table A at item 5.
 - f. 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 car at the end of the booking period to the reserved parking space or failure to leave the car key in the car at the end of the booking period, together with our administration costs as set out in Table A.
 - g. Any payments from the member's insurance excess under Table B.
 - h. Our costs, including legal fees, incurred in collecting payments due from a member.
 - i. Finance and processing charges paid by us as a result of directly debiting an amount required in the event that a member fails to make a payment required on demand.
 - j. Interest which shall accrue daily to any amount the member does not pay us on time at a rate of 10% above the 90 day bank bill rate.
 - k. GST and all other taxes and levies on any of the charges listed above.
 - l. Any mandatory insurance charges or other charges we consider appropriate.
70. The member's acceptance of these terms and conditions on the GreenShareCar website prior to submitting an application to us constitutes acceptance of this Agreement and authority for us to calculate and charge all amounts due against the member's GreenShareCar account and withdraw from the nominated bank account, credit or debit card any amount owed to us. This includes any charges:
- (i) permissible under this agreement;
 - (ii) as a result of theft of, or damage to, the car;
 - (iii) any fines and/or court costs for parking and traffic offences as described in Tables A,B and C; and
 - (iv) vehicle immobilisation costs.

INSURANCE

71. Members have the benefit of a comprehensive insurance policy when driving our cars, subject to fulfillment of the obligations as 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.
72. The insurance policy provides cover against loss or damage to the car.
73. No cover is provided for theft of personal belongings from the car, nor is any personal accident cover provided.
74. By allowing a person to become a member of GreenShareCar, we are authorizing that member to drive under our motor insurance policy.
75. Members are liable to pay an insurance excess fee as per the Table B. Members have the option of reducing their insurance excess for a fee, as shown in Table B. Reducing the insurance excess is optional on every reservation. For members that opted for excess insurance reduction, the fee is added to the reservation and automatically added to the members account. The optional insurance fee cannot be paid from driving credits. The excess reduction is only applicable where the member is involved in an accident involving another registered vehicle and the other registered vehicle is capable of being identified by you and reported to us within 24 hours of the accident.
76. Members must inform us immediately should any of their driving history details change during the course of their membership including, but not limited to, any further endorsements, infringements or accidents. Members who fail to immediately inform us about said changes in their driving status will result in the member being excluded from our insurance cover.

- 77. Insurance plans may change from time to time. We will notify members of any changes before they take effect.
- 77.1 If we request from you a third party guarantee and indemnity, you will provide one in a format acceptable to us within seven (7) days of our request.
- 78. Any inquiries about our insurance policy should be directed to info@greensharecar.com.au

CLAIMS AND PROCEEDINGS

Collision, Accident, Damage or Theft

- 79. If the member has an accident, they should not admit fault and should:
 - a. ensure the car is secure;
 - b. inform the police immediately if anyone is injured or if there is a disagreement as to the facts of the accident;
 - c. note down the car registrations, names, addresses and license numbers of any drivers and vehicles involved;
 - d. note down the names, addresses and contact information of any witnesses, including email address and phone number;
 - e. note down a description of events together with a sketch diagram; and
 - f. Telephone us on 1300 575 878.
- 80. We will send the member an incident report form, which must be completed immediately and returned to us at info@greensharecar.com.au
- 81. Members must provide accurate statements and co-operate with our insurer in any way required by our insurer.
- 82. In the event of an accident or damage to our car, we will deduct from your credit or debit card or charge to your GreenShareCar account the insurance excess as shown in Table B immediately after we have become aware of the accident or damage to our car, irrespective of who was at fault. The insurance excess will be treated as follows:
 - a. If we determine the member is at fault, the excess is non-refundable. We will also charge the member Vehicle Immobilisation Costs as defined in Table B1.
 - b. If we determine the member is not at fault, the excess will be refunded, less any Vehicle Immobilisation Cost not recovered by our insurer.

Breakdown

- 83. Any mechanical problem involving a car must be reported to us by telephone on 1300 575 878.
- 84. Members are fully covered by our breakdown service. Roadside assistance will attend the car once the member has notified us of the breakdown by telephone on 1300 575 878. If roadside assistance is required due to an issue where the member is at fault, the member will be liable for any costs incurred by us.
- 85. If a problem arises or limits the use of the car or may compromise people's safety during the booking period, members must immediately notify us by telephone on 1300 575 878 and park the car in accordance with our instructions. We will do our best to make alternative arrangements for the member and any subsequent bookings.
- 86. It is strictly forbidden to use our car to jump-start any car whether or not the car is owned by us, or to attempt to jump-start our car using any other car.

LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

- 87. In the event of us suffering any loss as a consequence of the member's use of the car, the member is liable for the following costs as reasonably determined by us:
 - a. The cost of repairs to the car or the finance payout value of the car at the time of loss, whichever is the lesser, provided the finance payout value is not less than the market value of the car at the time of loss in which case the market value of the car shall prevail.
 - b. The cost for any damage or consequential third party damage to the property of any person which arises from, or is contributed to by, the member's use of the car.
 - c. The cost for legal expenses, appraisal and assessment fees, towing and car recovery, storage and service charges.
 - d. Vehicle Immobilisation Cost.
- 88. GreenShareCar reserves the right to claim any additional administration costs and/or debt recovery costs that come as a result of a member's collision or damage as defined in this agreement.
- 89. We do not in any way represent our self as carrying on the business of insurance.
- 90. Our Insurance Policy operates for the car and any substitute car we will provide, in respect of damage to or loss of the car and/or damage to any third party property. The member will be indemnified in respect of damage to or loss of the car and/or damage to any third party property by us or our Insurance Policy provided the member is not in breach of any Terms and Conditions of this rental agreement.
- 91. You are liable to pay, on demand, the Insurance Excess as defined in Table B and any other loss suffered by us but not covered by our insurance policy. This includes any repair costs, our administration charges, vehicle immobilisation costs and any loss of income while the vehicles is being repaired or replaced with a new vehicle. Vehicle Immobilisation Cost will be treated in the following manner:

- a. Where the member has admitted fault or we determine the member was at fault for a collision or any damage to our vehicle, or during the member's reservation period the vehicle is damaged by other unknown persons, vehicles or objects, the member will be held liable for the Vehicle Immobilisation Cost.
 - b. If it is determined, by our insurer, that you are not at fault, we will make efforts to hold the party that is at fault liable for the Vehicle Immobilisation Cost. If the Vehicle Immobilisation Cost cannot be recovered by our insurer the member will be held liable.
92. You are also liable to pay us if:
- a. you have breached any term or condition of this rental agreement;
 - b. the car or any third party property is damaged by driving the car under or into an object lower than the height of the car or by loading or unloading goods or by a person stepping, standing or sitting on any panel of the car;
 - c. the under body of the car is damaged, regardless of cause, except where there is a collision with another car;
 - d. the car is entirely or partially immersed in water, regardless of the cause;
 - e. the interior of the car is damaged, regardless of the cause, except where there is a collision with another car;
 - f. any original component or accessory of the car is missing or has been replaced without our approval;
 - g. you have failed to maintain all fluid and fuel levels of the car or have failed to immediately report to us any defect to the car of which you have become or ought to have become aware and the car is damaged as a result;
 - h. you have failed to secure the car properly;
 - i. any load or equipment results in loss or damage caused by any part of the load or equipment;
 - j. you have made a misleading or false statement under this Rental Agreement;
 - k. you fail to complete the Damage Log Book or Register within a reasonable period or you enter false or misleading information on the Damage Log Book or Register;
 - l. you fail or neglect to take reasonable steps to protect the safety of our car during or after the occurrence of an accident or breakdown (including following any reasonable instructions given by us);
 - m. the claim relates to property (including another car) you or any member of your family owns or has physical, legal custody or control of;
 - n. insurance claim for loss or damage is declined or not accepted or exempted by our insurer;
 - o. you fail to pay all charges applicable under the Terms and Conditions on demand;
 - p. your blood alcohol concentration exceeds the lawful percentage whilst driving the car 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;
 - q. you use or intend to use the car for an illegal purpose or you refuse to take a breath or blood test in the State or Territory in which the car is driven;
 - r. you have committed an offence or taken action which is likely to void the insurance held by us; and/or
 - s. you willfully or maliciously damage the car.

DISPUTE RESOLUTION

93. Any dispute at any time between us and the member in relation to any matter arising from, or in connection with, these Terms and Conditions may be resolved by either the member or us making a formal application to a mediator appointed by the Small Business Tribunal or similar dispute resolution authority in the relevant State of Australia and the chief executive officer for the time being of the Small Business Tribunal or similar pursuant to this clause and the costs of appointing the mediator shall be paid equally by us and the member.
- 93.1 If a member disputes a charge under this agreement, we will review the matter and if we elect to waive the charge or charges, we will credit the members GreenShareCar account. No cash refunds are provided to members.

SUSPENSION AND TERMINATION

94. Without prejudice to any of our rights accruing under these Terms and Conditions, we may suspend or cancel services to a member where:
- a. a credit card or debit card provided by a member to us for payment purposes is declined by the card issuer;
 - b. any payment due by the member is not made within fourteen (14) days of becoming due; or
 - c. by legislation or code, in particular relating to safety.
95. On suspension, any existing bookings for the member will be cancelled by us at our discretion.
96. Members may terminate their membership in writing at any time; termination will be effective at the end of the billing period ("at the end of each month"). After termination, if you do not wish to receive any further emails, memorandums, newsletters or promotional material, it is up

to you to unsubscribe. To complete this task refer to the link at the bottom of the material we sent you.

97. Termination will only be effective upon the member's return of the GreenShareCar SmartCard and any other GreenShareCar property in their possession. A member's failure to return any property within thirty (30) days of written notice of their intention to cancel their membership will incur one or more of the fees as set out in Table A.
98. Where appropriate, the member's security deposit will be returned to the member within 28 days of our receipt of both written confirmation of the member's intention to cancel their membership and the member's return of their SmartCard and any other GreenShareCar property in their possession.
99. Any amounts owed to us at the time of termination of membership will become immediately due and payable and members hereby grant us the right to set off any amounts owing against the return of a member's security deposit.
100. We may terminate a member's membership immediately if the member breaches any of these Terms and Conditions or, at our option, we may terminate your membership without providing a reason.
101. On breach of this agreement, we may give a member's personal details to credit reference agencies, Customs and Excise, the Police, Debt Collectors, or any other related organisation for the purpose of recovering outstanding amounts owed to us.
102. Termination of membership by us will not affect our accrued rights under these Terms and Conditions.
103. Membership cancellation fees apply as set out in Table C at item 10.

CHANGE OF PLAN

104. Members can upgrade and downgrade their membership plan by paying a processing fee to us as shown in Table C at item 9.

ASSIGNMENT OF THIS AGREEMENT

105. We may assign, transfer or otherwise deal with any of the rights or obligations under these Terms and Conditions without prior consent of the member. You agree that we may disclose any information or documents we consider necessary to help us exercise any of these rights.

TRANSFER BY YOU

106. Your rights under this agreement are personal to you and may not be assigned without our written consent.

PARKING LEVIES

107. We may charge additional hire charges to some cars where we have a liability to pay for parking levies.

NOTICES

108. All notifications to members will be delivered by us to the last known email address of the member as provided by the member to us, in the event that a member changes their email address it is the responsibility of the member to notify us. All emails sent by us to the last known email address are deemed by you as being received.

ADDRESS

109. If a member changes their residential address it is the responsibility of the member to notify us.

CREDIT AND DEBIT CARDS

110. It is the responsibility of the member to ensure that their nominated Credit or Debit Card is current and has sufficient funds to cover any amounts we deem payable by the member, if you receive a new replacement card it is your responsibility to upgrade the Credit or Debit Card details in the member section of our website or call us during business hours and provide your new Credit or Debit Card details.

LOST PROPERTY

111. If personal items which have been found in our cars are given to us by other members or found by us in the car we will retain them in our possession for a period of thirty (30) days after they have been given to us, if those items are not claimed by a member within the stipulated period, the member irrevocably authorises us to dispose of those goods or personal items in any way we see fit. We will not compensate you or any passenger who has left goods or personal items in our cars.

SOLE AGREEMENT

112. All previous member user agreements are void. If there are any matters which may affect member's entitlements or other matters, as a result of this updated version of the "Member User Agreement" it is up to the member to notify us within fourteen (14) days of these terms and conditions taking effect so that any member's concerns can be resolved.

Schedule of Tables

Table A (All amounts shown are GST inclusive)

Item	Description	Fee	Details (All items will also incur our administration fee - Table A, Item 21)
Late Policy			
1	Late returning of vehicle	Variable	\$15 per 15 minutes or part thereof
2	Key Not Returned	\$66	\$66 + any costs incurred by an inconvenienced member
3	Cancelling or shortening a booking period within 24 hours of start of booking	100%	Equal to the booking hourly or daily rate
Accidents & assistance			
4	Unable to be used	\$44	\$44 + costs of repair + Vehicle Immobilisation Cost
4.1	Failure to report damage (Before Trip)	\$44	\$44 + costs of repair + Vehicle Immobilisation Cost
Tickets & Tolls			
5	Traffic offence, toll usage	\$22	\$22 + ticket cost, toll usage cost of toll + 20% administration Fee
Car Condition after trip			
6	Dead Battery	\$88	
6.1	Failure to turn "off" any internal or external light.	\$55	Important! Ensure that the boot or tail gate is closed correctly or the light in the boot space remains in the on position causing the battery to go dead.
7	Car returned with fuel tank ½-full or less	\$44	
8	Failure to complete condition log book in the vehicle located in the Quick Guide folder (Before Trip)	\$44	
9	Car Unlocked / Windows Left Open	\$66	\$66 + damage caused (if any)
10	Messy Interior (garbage in car, seats down, etc.)	\$66	\$66 + cleaning costs
11	Smoking in vehicles	\$88	\$88 + cleaning costs
12	Carrying pets in vehicles	\$88	\$88 + cleaning costs
13	Failure to leave the Fuel Card, parking access card or Toll Tag in vehicles	\$55	
Lost keys / cards			
14	Replacement SmartCard	\$22	Sent by standard post
14.1	Express Overnight	\$15	Cost of having a Welcome Package or replacement SmartCard sent by express post overnight guaranteed next day delivery
14.2	Remote Vehicle Access and/or Emergency SmartCard Replacement	\$99	Cost of having a vehicle unlocked/locked remotely and/or having the emergency SmartCard from a vehicle activated and used as a replacement
15	Lost Car Key	\$66	\$66 + cost of replacement
16	Lost Fuel Card, parking access card or Toll Tag	\$22	\$22 + cost of Replacement
Miscellaneous			
17	Unsuccessful Payment	\$11	
18	Allow unauthorized person to drive vehicle	\$110	\$110 + any consequential costs
19	Insurance Experience Letter	\$55	per letter request
20	Failure to park car in reserved parking spot	\$66	
21	Administration Fee	\$22	
22	Deceptive Intent	\$550	and cancelling of membership at our discretion
23	Non-compliant Fuel Card purchase	\$110	and cancelling of membership at our discretion
24	Towed Car	\$88	\$88 + Cost of towing
25	Reservation Fee	\$5.50	Fee for reservations made over the phone
26	Application Processing Fee	\$39	Fee for processing any new account application whether accepted or rejected. (Applications for additional drivers and students do not carry an application processing fee)
27	Key left in the ignition	\$88	
28	Parking infringements, speeding notices or any other violation served on us	\$22	\$22 + Cost of infringement or other costs
29	Flat tyre	\$88	\$88 + Cost of tyre replacement or tyre repairs

GreenShareCar® Personal Rates (by Plan)

Table A1 (All amounts shown are GST inclusive)

Individual Plans	Casual	Basic	Standard	Advantage
Monthly Driving Credit (Charged as monthly plan fee)	\$0	\$50	\$100	\$200
Free Kilometers (Per hire or per day) (A day is defined as a 24-hour period or part thereof.)	100km	100km	100km	100km
Excess Kilometers	\$0.39	\$0.39	\$0.39	\$0.39
Monthly Credit Rollover	Not Applicable	1 Month	1 Month	1 Month

Table B (All amounts shown are GST inclusive)

Australian License Holders

All drivers with less than 12 months driving experience will not be accepted

Your Status	Standard Excess*	Reduced Excess (Optional on every reservation at a cost of \$1.99/hour, capped at \$16.50/day)*
25 years of age or older with Valid Australian license issued in any Australian State for more than 3 years	\$1,500	\$300
25 years of age or older with Valid Australian license issued in any Australian State for less than 3 years	\$2,000	\$400
21 – 25 years of age with Valid Australian license issued in any Australian State	\$2,500	\$500
Under 21 years of age with Valid Australian license issued in any Australian State	\$3,500	\$700

*The standard excess, reduced excess and cost for reducing the insurance excess on any reservations on Toyota HiAce Commuter for an Australian license holder are DOUBLE the amounts shown above.

Foreign License Holders

All drivers with less than 12 months driving experience will not be accepted

Your Status	Standard Excess*	Reduced Excess (Optional on every reservation at a cost of \$1.99/hour, capped at \$16.50/day)*
25 years of age or older with Valid Foreign license for 3+ years	\$2,000	\$400
25 years of age or older with Valid Foreign license for less than 3 years	\$2,500	\$500
21 – 25 years of age with Valid Foreign license	\$3,000	\$600
Under 21 years of age with Valid Foreign license	\$4,000	\$800

*The standard excess, reduced excess and cost for reducing the insurance excess on any reservations on Toyota HiAce Commuter for a foreign license holder are DOUBLE the amounts shown above.

Table B1 (All amounts shown are GST inclusive)

Vehicle Type	Vehicle Immobilisation Cost	
	Daily	Monthly
Basic	\$57.50	\$1,750
Standard	\$64.10	\$1,950
Premium	\$69.04	\$2,100

Table C *(All amounts shown are GST inclusive)*

Item	Type Of Membership	Fee	Details
1	Membership Joining Fee	FREE	One-off non-refundable application processing fee applies (see table A, item 26).
2	Membership Additional Driver Fee	FREE	All additional drivers' to be attached to a private account are free of charge. Maximum 5 drivers.
3	Corporate Membership Joining Fee	FREE	One-off non-refundable application processing fee applies (see table A, item 26).
4	Corporate Membership Additional Driver Fee	FREE	All additional drivers' applications within the company are free of charge. Unlimited drivers.
5	Student Membership Joining Fee	FREE	Applications for students do not carry a joining fee.
6	Returnable Security Deposit	\$500	We may, at our discretion, ask you to pay a Security Deposit which is refundable / returnable upon termination of membership provided there are no monies owing to us.
7	Adjustment to the payment schedule	\$5.50	Administration fee
8	Declined or dishonored Payment	\$11	Administration fee
9	Downgrading or Upgrading a Membership / Plan	\$11	Downgrading or Upgrading a Membership / Plan
10	Termination of Membership / Plan	\$55	Charged to all Membership / Plan Categories

© Copyright 2012 GreenShareCar
All Rights Reserved

Enquiries: **1300 575 878**
Email: info@greensharecar.com.au
Website: www.greensharecar.com.au

For a copy of GreenShareCar's privacy policy, please visit our website.

