

Account Holder Agreement



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PO Box 635, Glebe NSW 2037

ABN: 39 102 892 679

This Agreement is between CarShare Australia Pty Ltd trading as Newtown CarShare and GoGet (A.C.N. 102 892 679) (“GoGet”, “us” or “we”) and you and governs your Bookings, Additional drivers and Membership.

This agreement applies to all persons whose application was submitted on or before 19/02/2016. Members whose application was submitted prior to this date are governed by the previous member agreement until 19/03/2016, on which date they will be governed by this agreement.

1. Definitions and Interpretation

1.1. Definitions

In this Agreement, unless the context requires otherwise:

“**Accident**” means any collision with an object (whether stationary or otherwise) or a person or any damage to third party property associated with the Vehicle;

“**Account Holder**” means an entity approved by GoGet to use the GoGet Services, having executed an Account Holder Agreement;

“**Additional Driver**” means persons appointed by an Account Holder and approved by GoGet to access the GoGet Services under their Membership;

“**Additional Driver Agreement**” means the agreement required to be accepted by an Additional Driver before they can use the GoGet Services;

“**Agreement**” means this agreement together with any annexures or schedules and any documents incorporated by reference;

“**Ancillary Fees**” includes any Booking Fees imposed under this Agreement, any charges incurred by the Account Holder or the Additional Driver as a result of their use of the GoGet Services (including but not limited to parking fines, speeding tickets, fines associated with the use of the GoGet Services, and tolls) and any other fees and charges payable in accordance with this Agreement or the Membership Manual, as varied by GoGet from time to time;

“**Booking**” means a booking made by you, as a Member, to use a Vehicle, and accepted by GoGet by way of a booking confirmation email sent to the email address provided by the Member;

“**Booking Fees**” means the fee payable on each Booking, charged in accordance with the hourly or daily fee applicable to the Account Holder’s Membership Tier, together with a charge per kilometre that the Vehicle is driven by the Member in accordance with the Account Holder’s Membership Tier, as varied by GoGet from time to time;

“**Co-Pilot**” means the Vehicle’s information booklet contained within the Vehicle (usually in the driver’s side door or the glovebox);

“**Corporate Member**” means a Member with a valid ABN or ACN who GoGet has approved to use the GoGet Services in their capacity as a business;

“**Damage**” means any loss or damage to the Vehicle such as but not limited to scratched paint, damage to the interior of the Vehicle, scratched materials within the car, dents, collisions with objects (whether stationary or otherwise) or like events and includes theft and Accidents;



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“**Damage Report Sheet**” means the report for recording vehicle damage located in the Co-Pilot;

“**Driver’s Licence**” means a current (full or probationary) driver’s licence issued by an existing Australian motor registry or a current and valid international driver’s licence held by a person legally able to drive within Australia. Holders of a learner driver’s licence will not meet this requirement;

“**GoGet Booking**” means a Booking with:

- (a) a pre-defined start and end time; and
- (b) the same pre-defined pick-up and return Pod;

“**GoGet Services**” means any services provided by GoGet including membership services and the provision of Vehicles;

“**Individual Member**” means a Member who GoGet has approved in their capacity as a natural person and not as a Corporate Member;

“**Initial Term**” has the meaning given in clause 2.8;

“**Injury**” to a person includes death;

“**Joining Fee**” means the fee payable for becoming a Member, as varied by GoGet from time to time;

“**Learner Driver**” means an Additional Driver with a Learner’s permit or who has held a Drivers’ Licence for a period of less than twelve (12) consecutive months;

“**Liability Limit**” means the applicable limit of your liability, as stipulated in the Membership Manual;

“**Member**” means any entity who GoGet has approved to use the GoGet Services and includes Individual Members and Corporate Members;

“**Membership**” means the Account Holder’s membership to the GoGet Services;

“**Membership Fee**” means the fee charged by GoGet for access to the GoGet Services in accordance with the Account Holder’s Membership Tier as varied by GoGet from time to time in accordance with the terms of this Agreement;

“**Membership Manual**” means GoGet’s membership manual provided on GoGet’s website, as varied by GoGet from time to time;

“**Membership Tier**” means the type of membership level or plan applicable to the Account Holder as recorded by GoGet at the time of making a Booking or as varied by GoGet from time to time in accordance with the terms of this Agreement;

“**Minute by Minute Booking**” means a Booking:

- (a) with a pre-defined start time
- (b) without a pre-defined end time; and
- (c) with the same pre-defined pick-up and return Pod;

“**Oneway Booking**” means a Booking:

- (a) with a pre-defined start time;
- (b) without a pre-defined end time;
- (c) with a pre-defined pick-up Pod; and
- (d) with a pre-defined return Pod;

“**Pet Friendly Vehicle**” means a Vehicle advised by GoGet to be pet friendly;



“Pod” means the designated parking spot of a Vehicle as advised by GoGet;

“Reduced Liability Fee” means the additional fee payable on a Booking where a Member selects to reduce the Liability Limit for that Booking to the Reduced Liability Limit, as stipulated in the Membership Manual;

“Reduced Liability Limit” means the reduced Liability Limit for a Booking, as stipulated in the Membership Manual;

“Security Deposit” means either a cash security deposit for a value or a pre-authorisation charged to the Account Holder’s credit card for a value as advised by GoGet from time to time in accordance with their Membership Tier;

“Smart Card” means the access card or device provided to you by GoGet in either a physical or electronic format;

“Subsequent Terms” has the meaning given in clause 2.8;

“Vehicle” means vehicles available for booking through the GoGet Services; and

“you” or “your” means you as an Account Holder.

1.2. Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) a reference to one gender includes others;
- (c) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this Agreement;
- (d) a reference to the singular includes the plural and the plural includes the singular;
- (e) all monetary amounts are in Australian currency unless specifically stated otherwise;
- (f) a reference to time refers to time in Sydney, Australia;
- (g) “includes” is not a word of limitation;
- (h) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party;
- (i) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (j) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
- (k) a reference to a party includes the party’s executors, administrators, successors and permitted assigns;
- (l) if an act must be done on a specified day which is not a business day, it must be done instead on the next business day;
- (m) if a party consists of more than 1 person, then the agreement binds each of them separately and any 2 or more of them jointly;
- (n) a reference to a statute, regulations, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws under that statute; and
- (o) a reference to a document or agreement includes all the amendments or supplements to, or replacements or novations of, that document or agreement.

2. Access to the GoGet Services



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- 2.1. You acknowledge and agree that in becoming a Member and/or accessing the GoGet services, you have read and accepted the terms of this Agreement.
- 2.2. In order to access or use the GoGet Services, you must be a Member.
- 2.3. If you are an individual, to become a Member, you must:
 - (a) accept the terms of this Agreement;
 - (b) be at least eighteen (18) years of age;
 - (c) have held a Driver's Licence for a period of no less than twelve (12) consecutive months;
 - (d) have no history of suspensions or cancellations of any Driver's Licence held by you within the last five (5) years;
 - (e) not be bankrupt or have been bankrupt at any point within the last 7 years;
 - (f) not suffer from any medical conditions that may inhibit your ability to operate a motor vehicle or which may make it unsafe for you to operate a motor vehicle;
 - (g) pay the Joining Fee and Membership Fees (if any); and
 - (h) provide GoGet with any documents it reasonably requests, including but not limited to photo identification, proof of address and photocopies of a Driver's Licence or credit or debit cards.
- 2.4. If you are a corporation, to become a Member, you must:
 - (a) accept the terms of this Agreement;
 - (b) provide GoGet with a valid ABN or ACN;
 - (c) be solvent;
 - (d) provide credit references as required;
 - (e) pay the Joining Fee and Membership Fees (if any);
 - (f) provide GoGet with any documents it reasonably requests, including but not limited to photo identification of persons representing the company, proof of principal place of business, proof of office address, a company search, certificate of incorporation and photocopies of credit or debit cards.
- 2.5. Notwithstanding any other provision of this Agreement, GoGet, at its absolute discretion may refuse your application to become a Member. If an application is refused, the portion of the Membership Fees declared as an Application Fee will not be refunded to you. GoGet will not be required to give reasons for the acceptance or denial of your application. You will only become a Member once GoGet has notified you in writing that your application has been accepted.
- 2.6. As a Member, you agree to advise GoGet of any:
 - (a) changes to your contact details including your phone number, address or email address;
 - (b) changes to your nominated credit or debit card;
 - (c) changes to your circumstances referred to in clauses 2.3(e) and (f) or 2.4(c) above; or
 - (d) suspensions or cancellations of your Driver's Licence.
- 2.7. You will only allow Additional Drivers to access the GoGet Services under your Membership.
- 2.8. This Agreement will operate for a term of six (6) months or twelve (12) months as determined by your Membership Tier (the "**Initial Term**"). After expiry of the Initial Term, this Agreement will continue to roll over on the same six (6) month or twelve (12) month basis as determined by your Membership Tier ("**Subsequent Terms**") until terminated in accordance with this Agreement.
- 2.9. GoGet may, at any time during the term of the Membership, request any additional documentation detailed in 2.3 (h) if you are an individual, and 2.4 (f) if you are a corporation and may suspend your Membership immediately until such documentation is provided and verified.

3. Membership Fees



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- 3.1. Membership will be charged at the applicable Membership Fee. Your Membership Fee is charged in advance and payable on the Initial Term and every Subsequent Term from the commencement of your Membership to the termination of your Membership.
- 3.2. You acknowledge and agree that GoGet may:
 - (a) at any time, reduce the Membership Fee without notice to you; or
 - (b) at any time with at least (1) month notice to you, increase the Membership Fee, to take effect on the next full calendar month for which you will be required to pay Membership Fees.
- 3.3. Where GoGet increases the Membership Fee in accordance with clause 3.2 above, you will be entitled to terminate this Agreement by providing written notice of such election to GoGet no later than five (5) business days and no earlier than thirty (30) business days before the change is due to take effect.
- 3.4. You acknowledge and agree that GoGet may store your nominated credit or debit card information with a third party provider of payment gateway services.
- 3.5. You agree that GoGet may debit your nominated credit card for all Ancillary Fees incurred in relation to the use of the GoGet Services, after providing notice of its intention to do so in writing, unless GoGet has been notified in writing that you dispute the Ancillary Fees. In the event of a dispute regarding your Ancillary Fees, you must notify GoGet within five (5) days from the day you receive notice of the Ancillary Fees, of the nature and grounds of your dispute. GoGet will investigate your dispute and determine an outcome accordingly. If you disagree with GoGet's decision, you will be referred to the dispute resolution procedure in this Agreement.

4. Your Obligations

- 4.1. You acknowledge and agree that you:
 - (a) will, as soon as reasonably practicable, advise GoGet of any change in your personal circumstances that would affect GoGet's ability to provide you with the GoGet Services including but not limited to a change in your contact details or your legal ability to hold a Driver's Licence;
 - (b) will pay the Membership Fee as and when it falls due and payable;
 - (c) will pay any Ancillary Fees as and when they fall due and payable;
 - (d) will pay the Security Deposit as and when required by GoGet;
 - (e) will take all reasonable steps to prevent your Membership being used to access the GoGet Services (including the Vehicles) in a manner unauthorised by you or as not permitted by this Agreement;
 - (f) agree with the terms of this Agreement before using a Vehicle; and
 - (g) will notify GoGet as soon as reasonably practicable but in any event no less than 48 hours before using a Vehicle if any of the warranties granted in this Agreement become inaccurate or if you have had any change of circumstances that may affect your ability to operate a motor vehicle (including if any such change of circumstances has occurred to any of the Additional Drivers permitted to drive the Vehicles under your Membership).

5. Additional Drivers

- 5.1. Your Membership Tier may allow you to appoint Additional Drivers to access the GoGet Services via your Membership.
- 5.2. To appoint an Additional Driver to your Membership, you must:
 - (a) not have exceeded the number of Additional Drivers you are permitted to appoint under your Membership Tier;
 - (b) ensure that the Additional Driver is a Member and has executed the Additional Driver Agreement;
 - (c) pay the fee advised by GoGet from time to time for the appointment of a Member to your Membership; and



- (d) indemnify GoGet from any liability, loss, damages, costs and expenses (including legal costs on a full indemnity basis) incurred by GoGet as a result of the Additional Driver accessing the GoGet Services with your Membership.
- 5.3. To appoint a Learner Driver to your Membership, you must fulfil all obligations of clause 5.2, and in addition:
- (a) Be at least 27 years of age;
 - (b) Be on a Membership Tier that allows you to appoint a Learner Driver to access the GoGet Services via your Membership;
 - (c) Reside at the same address as the Learner Driver; and
 - (d) Have held your Membership for at least twelve (12) consecutive months.
- 5.4. If you appoint Additional Drivers to access the GoGet Services under your Membership, you acknowledge and agree that you are liable on account of any and all liabilities arising from the use of the GoGet Services under your Membership by the Additional Drivers pursuant to this Agreement or the Additional Driver Agreement.

6. Booking a Vehicle

- 6.1. You acknowledge and agree that you will not book or drive a Vehicle unless:
- (a) You have been advised by GoGet that you are a Member;
 - (b) You accept the terms of this Agreement;
 - (c) You hold a Driver's Licence;
 - (d) A Security Deposit has been paid for the Membership, if required by your Membership Tier;
 - (e) You comply with the requirements of the Membership Manual; and
 - (f) The Membership is in full force and effect and you are not in breach of any terms of the same at the time of making your Booking.
- 6.2. You must not use or access a Vehicle without your or your Additional Driver(s) holding a Booking to use that Vehicle for the time the Vehicle is in your possession.
- 6.3. You must comply with all conditions of your Booking, including but not limited to the particular Vehicle to be used by you and the time, date and duration of your Booking.
- 6.4. If you wish to use a Vehicle for longer than allowed for in your Booking, or if you are unable to return your Vehicle to its Pod prior to the conclusion of your Booking, you must:
- (a) where the Vehicle is not booked by another Member; make a new Booking or extend your current Booking for the period that you will continue to require the Vehicle, by following the procedure set out in the Membership Manual; or
 - (b) where the Vehicle is booked by another Member, take all reasonable endeavours to return the Vehicle to its Pod before the conclusion of your Booking and contact GoGet immediately.
- 6.5. You may cancel a Booking within the cancellation period applicable to your Membership Tier as set out in the Membership Manual. If you fail to cancel your Booking in accordance with the Membership Manual, you will be charged Booking Fees as stipulated in the Membership Manual.
- 6.6. If you fail to collect a Vehicle in accordance with a Booking made by you or if you do not use the Vehicle during your Booking without cancelling the Booking, the Account Holder will be charged Booking Fees.
- 6.7. Nothing in this Agreement grants you a right to use a Vehicle without our express written consent by way of a booking confirmation email sent to you.
- 6.8. A confirmed Booking confers on you or your appointed Additional Driver, as a Member, a conditional licence to use the vehicle allocated to you by GoGet during the period of the Booking, subject to the terms and conditions of this Agreement (and, if applicable, the Additional Driver Agreement). Notwithstanding anything in this Agreement, you acknowledge and agree that this Agreement does not:
- (a) constitute a lease or a rental agreement; or



- (b) entitle you to exclusive access, usage or possession of a Vehicle.
- 6.9. All Oneway Bookings and Minute by Minute Bookings are limited to a maximum period of seven (7) days, unless otherwise extended by GoGet in writing. Where a Vehicle is not returned to the pre-defined return Pod within seven (7) days from the date of the Booking, GoGet may terminate the Booking and report you to relevant law enforcement authorities.
- 6.10. GoGet may change or cancel your Booking, including by changing the duration of your Booking, or repossessing, reclaiming or substituting a Vehicle, in each case at any time (including during the original Booking period), at its absolute discretion. If this action is taken due to your breach of this Agreement, you acknowledge and agree that you will be liable for all and any fees, fines and costs associated with your usage of the Vehicle and all and any fees, fines and costs associated with the storage and retrieval of the Vehicle.
- 6.11. You acknowledge and agree that GoGet may monitor your usage of its Vehicles via its on-board technology monitoring system. The usage information gathered by GoGet will be stored and used in accordance with GoGet's Privacy Policy.
- 6.12. Notwithstanding anything to the contrary in this Agreement, you agree that any actions of an Additional Driver listed under your Membership, which incurs a liability to GoGet pursuant to the Additional Driver Agreement will be wholly borne by you and you indemnify GoGet of all fees and liabilities arising under the Additional Driver Agreement; and
- 6.13. You acknowledge and agree that until a Minute by Minute Booking or Oneway Booking has been terminated by either you or GoGet, the Account Holder will be charged Booking Fees.

7. Booking Fees

- 7.1. You will pay the Booking Fees applicable to the Booking.
- 7.2. You acknowledge and agree that GoGet may:
 - (a) at any time, reduce the Bookings Fees without notice to you; or
 - (b) at any time with at least (1) month notice to you, increase the Booking Fees.The Booking Fees will be displayed on GoGet's website and it is your sole responsibility to familiarise yourself with and accept the Booking Fees before making a Booking or allowing an Additional Driver to make a Booking
- 7.3. Where GoGet increases the Booking Fees in accordance with clause 7.2 above, you will be entitled to terminate this Agreement by providing written notice of such election to GoGet no later than five (5) business days and no earlier than thirty (30) business days before the change is due to take effect.
- 7.4. In addition to the Booking Fees, you agree to pay:
 - (a) any fees and charges incurred by your use or the Additional Driver's use of the Vehicle, including but not limited to tolls, speeding tickets, traffic infringements, parking fines, towing fees, storage fees, legal costs on an indemnity basis and court fees;
 - (b) reasonable cleaning fees as incurred by GoGet as a result of your or the Additional Driver's failure to return the interior or exterior of the Vehicle in the same condition as when you collected it;
 - (c) all costs, fees, charges and disbursements (including collection agency commissions, and legal costs on a solicitor/client basis) incurred or to be incurred by GoGet in recovering any monies due to GoGet by you under this Agreement or by an Additional Driver under the Additional Driver Agreement;
 - (d) any fees set out in the Membership Manual from time to time;
 - (e) reasonable fees to replace your or the Additional Driver's lost or destroyed Smart Card as set out in the Membership Manual, which may be updated or varied by GoGet at any time; and



- (f) interest of 1% per month and administration charges of 1% per month or part thereof on the monies due. Payments shall be credited firstly against any interest and administration charges due.
- 7.5. If you or the Additional Driver are in possession of a Vehicle without the consent of GoGet or if you or the Additional Driver remain in possession of a Vehicle following the conclusion of a Booking without the consent of GoGet, you acknowledge and agree that GoGet may charge you:
- (a) Booking Fees for the time you or the Additional Driver remain in possession of the Vehicle;
 - (b) administration fees as reasonably incurred by GoGet, including but not limited to attempts to contact you or the Additional Driver or assisting other Members with finding replacement Vehicles; and
 - (c) any fees payable by GoGet to recover the Vehicle including but not limited to legal costs on an indemnity basis, court costs, police costs, reasonable loss of utilisation costs, sheriff costs, debt recovery costs, parking, towing, storage, repair and retrieval costs and cost for the replacement of the Vehicle if the Vehicle cannot be recovered.

8. Vehicle Collection

- 8.1. At the commencement of your Booking, you must:
- (a) use your Smart Card to unlock the Vehicle;
 - (b) inspect the Vehicle for any interior or exterior Damage;
 - (c) if there is any Damage present on the Vehicle:
 - (i) check whether the Damage has been recorded on the Damage Report Sheet and that there is a report number assigned to the recorded Damage;
 - (ii) if the Damage is recorded on the Damage Report Sheet and there is a report number assigned to the recorded Damage, you may proceed with your Booking provided that you believe, acting reasonably, that it is safe to do so;
 - (iii) if the Damage is not recorded on the Damage Report Sheet or there is not a report number assigned to the Damage, you must contact GoGet to report the Damage prior to using your Vehicle. In this instance, GoGet will advise you how to proceed and you must follow all lawful directions given to you by GoGet;
 - (d) when you are ready to operate the Vehicle and if it is safe to do so, you must use the key which is affixed to the Vehicle as set out in the Membership Manual.
- 8.2. At any time that you access a Vehicle (whether or not with our consent), you must:
- (a) ensure that the Vehicle is locked with your Smart Card at any time you are not inside the Vehicle; and
 - (b) leave the interior and exterior of the Vehicle clean and tidy in the same condition as when you first accessed the Vehicle.

9. Vehicle Return

- 9.1. At or before the end of a Booking, you must:
- (a) return the Vehicle to the pre-defined Pod as set out in your booking confirmation email;
 - (b) if you cannot return the Vehicle to its Pod:
 - (i) you must park the Vehicle in the nearest legal and permanently un-timed car space, or if the Vehicle has a permit, according to signage in the nearest car space in the zone of the permit affixed to the windscreen of the Vehicle you can find; and
 - (ii) you must immediately inform GoGet of the location of the Vehicle;
 - (c) return the Vehicle in the same condition as when you collected it (such as ensuring the Vehicle is clean);



- (d) ensure that all documents and accessories that were in the Vehicle at the commencement of your Booking remain in the Vehicle;
 - (e) ensure all of the Vehicle's lights are switched off;
 - (f) remove the Vehicle key from the ignition and ensure the same remains within the Vehicle and is affixed to the Vehicle;
 - (g) ensure all doors, windows, sun rooves, fold-back rooves or other similar openings are closed or sealed securely;
 - (h) remove your personal belongings from the Vehicle; and
 - (i) use your Smart Card to lock the Vehicle.
- 9.2. If you fail to return the Vehicle to its Pod (or a car space referred to in 9.1(b)(i)) in a condition fit for use in accordance with the requirements set out in 9.1 above, you will be liable for any costs involved in returning the Vehicle to a condition fit for use, including but not limited to Booking Fees until the Vehicle is fit for use, together with any applicable fees as set out in the Membership Manual.
- 9.3. If you return the Vehicle to a car space other than its Pod and that car space is either an illegal car park, a metered car space, a timed car space, a clearway or becomes a metered car space, timed car space or clearway at some point in time following your parking of the Vehicle, or if you park contrary to signage or road rules, you will be liable for any fees and charges associated with parking the Vehicle in the car space including parking fines and all other associated fees and charges for the non-return of the Vehicle, including administration fees for processing and re-issuing the fine, regardless of whether your Booking has ended or you have advised GoGet of the Vehicle's location.
- 9.4. If a speeding, parking or other traffic infringement notice is issued for a Vehicle for the time in which the Vehicle was in your possession, this infringement will be processed and re-issued in your name by GoGet. You will also be liable for any fees and charges associated with this traffic offence including administration fees for processing and re-issuing the fine.
- 9.5. You acknowledge and agree that GoGet will not be responsible for any personal property left in a Vehicle. You are required to take full responsibility to ensure you have removed all of your personal property from a Vehicle. You will be liable for any costs, fees or charges associated with the retrieval, removal and/or storage of your personal property together with the fees associated with reasonable loss of utilisation.

10. Refuelling

- 10.1. At any time that you are using a Vehicle, you must:
- (a) ensure that, at the end of your Booking, there is a minimum of a quarter of a tank of fuel in the Vehicle; and
 - (b) refuel the Vehicle with the correct fuel, as advised in the Co-Pilot or in the booking confirmation email.
- 10.2. Each Vehicle is fitted with fuel cards for the purposes of refuelling the Vehicle you are using at selected petrol stations. Where possible, you must refuel using the fuel cards. Where this is not possible, you must refuel the car in accordance with clause 10.1 and pay for that fuel.
- 10.3. Where you have paid for fuel in accordance with clause 10.2, you may submit to GoGet within sixty (60) days, a written request for reimbursement of the fuel purchased together with a copy of your receipt for the fuel showing the date and time, purchase location, type of fuel, volume of fuel purchased, the ABN of the seller and the amount paid for the fuel. If you are an Individual Member, any costs to be reimbursed to you by GoGet under this clause will be applied by setting-off any present or future fees or charges owed by you to GoGet. If you are a Corporate Member, you may request that the costs be reimbursed to a bank account of your choice. Where you have paid for fuel in accordance with clause 10.2 due to your own negligence, including but not limited to refuelling the Vehicle with incorrect fuel or forgetting the PIN for the fuel card or entering the wrong PIN, and you have requested reimbursement in accordance with this clause, any costs reimbursed to you by GoGet will incur an administration fee as set out in the Membership Manual.



- 10.4. If when you cease using a Vehicle there is less than a quarter of a tank of fuel in the Vehicle you will be charged a fee as set out in the Membership Manual.
- 10.5. If you refuel the Vehicle with the incorrect fuel type, you will be liable for any fees and charges associated with the repair, servicing, storage, towing and retrieval of the Vehicle together with the fees associated with reasonable loss of utilisation.
- 10.6. If you run out of fuel during your Booking, you will be held liable for any fees and charges associated with the repair, storage, towing and retrieval of the Vehicle together with the fees associated with the non-return of the Vehicle as listed in clause 7.4 if the time taken to refuel the Vehicle passes the end of your Booking.

11. Vehicle Damage and Recovery

- 11.1. You must not:
 - (a) operate the Vehicle at any time that it is unsafe to do so;
 - (b) remove or attempt to remove the e-tag from the vehicle;
 - (c) remove or attempt to remove or use the fuel card(s) from the Vehicle, except for the purposes of refuelling the Vehicle that you are using under an active and current Booking;
 - (d) remove the key from the Vehicle unless you are instructed by GoGet to do so;
 - (e) remove any parking pass, carpark access device or permit from the Vehicle unless you are instructed by GoGet to do so;
 - (f) smoke, or imbibe or inhale tobacco, nicotine, alcohol or any illicit drugs in the Vehicle, or cause the Vehicle to smell of smoke or other drugs;
 - (g) remove or attempt to remove any security equipment or other equipment fitted to or provided with or in the Vehicle unless you are instructed by GoGet to do so;
 - (h) use the Vehicle to carry passengers for remuneration, reward or donation;
 - (i) use the Vehicle to propel or tow any vehicle, trailer or other object without GoGet's express written consent;
 - (j) take part in any race, rally, pace-making, trials, speed testing or similar event, whether legal or otherwise, using the Vehicle;
 - (k) operate the Vehicle or allow the Vehicle to be operated in any illegal manner including where the operator of the Vehicle is under the influence of drugs, alcohol or any other substance impairing their ability to operate the Vehicle;
 - (l) allow the Vehicle to be driven by anyone who is not a Member;
 - (m) use the Vehicle to carry any inflammable, explosive or corrosive materials;
 - (n) allow any more passengers to travel in the Vehicle than is legally permitted;
 - (o) allow the Vehicle to be driven on beaches or through streams, dams, rivers, flood waters, bush fire affected areas or any other roadway where the police or any Government authority have issued a warning or caution; or
- 11.2. You must comply with all traffic laws and regulations during your operation of the Vehicle.
- 11.3. In the event of an Accident associated with the Vehicle or where the Vehicle sustains Damage while you are in possession of the same, whether or not such Accident is as a result of your use of the Vehicle or whether or not such Damage is caused by you, you must:
 - (a) immediately, or if that is not possible then as soon as reasonably practicable, report that Damage to GoGet by contacting GoGet using the contact information as set out in the Membership Manual and/or the Co-Pilot;
 - (b) report any injury to any person caused by a Vehicle in your possession (whether or not you were driving or operating that Vehicle) first to the police and then to GoGet. In this circumstance, you must provide GoGet with the police reference number given to you by the police when you reported the injury;
 - (c) report any loss or damage to third party property associated with your possession of the Vehicle (whether or not you were driving or operating that Vehicle) first to the police and then to GoGet. If police attended the accident, you must provide GoGet with the police reference number given to you by the police;
 - (d) not admit liability or guilt in the event of an Accident;



- (e) not promise to pay any third party in the event of an Accident;
 - (f) not attempt to repair the Vehicle or any part thereof;
 - (g) not attempt to repair any third party property;
 - (h) obtain all details of any third parties involved in the Accident that a reasonable person in the same situation would obtain including but not limited to all details listed in the Membership Manual; and
 - (i) take all other measures that a reasonable person would take in the event of an Accident.
- 11.4. You undertake and agree that you will complete any forms reasonably required by GoGet in the event of an Accident or Damage.
- 11.5. You undertake and agree to fully co-operate with GoGet and any third party as required by GoGet in relation to any investigation or legal proceedings associated with an Accident or Damage sustained while a Vehicle was in your possession, in connection with a Vehicle associated with a Booking made by you (whether or not such Vehicle was in your possession at the time of the Booking), your Smart Card being used to access a Vehicle or access door or any other reasonable investigations or legal proceedings undertaken, initiated or involving GoGet or any third party as advised by GoGet.
- 11.6. You acknowledge and agree that if you fail to comply with any of your obligations under clauses 11.1-11.5, you will be liable for all fees, charges and other costs associated with the Accident and the Damage including, but not limited to debt recovery costs, legal costs on an indemnity basis and loss of utilisation costs.
- 11.7. You acknowledge and agree that you may not carry an animal in a Vehicle unless:
- (a) the animal is a domestic animal; and
 - (i) if the Vehicle is advised by GoGet to be a Pet Friendly Vehicle, the animal is carried using the pet hammock within the Vehicle or if for any reason the animal cannot be carried within the pet hammock, then the animal is transported in a proper container suitable for the transport of the animal;
 - (ii) if the Vehicle is not advised by GoGet to be a Pet Friendly Vehicle, the animal is transported in a proper container suitable for the transport of the animal;
 - (b) no physical evidence of the transport of the animal (including smells) is present in the Vehicle when it is returned; and
 - (c) you undertake to pay any reasonable expenses incurred by GoGet for the cleaning or repair of the Vehicle required due to your carrying of an animal in the Vehicle.
- 11.8. You acknowledge and agree that you will be liable for any cleaning, damage, mechanical faults or towing, storage and other Ancillary costs, fees and charges related to your usage of the Vehicle on unsealed roads, ungazetted roads, or driving in snow or ice conditions or above the snow line during periods of snow, and that such costs, fees and charges will not be covered by your damage Liability Limit.

12. Termination

- 12.1. You may terminate this Agreement at the expiry of the Initial Term or any Subsequent Terms by providing written notice of your intention to do so no later than one (1) week before the expiry of the Initial Term or Subsequent Terms, to take effect upon the expiry of the Initial Term or Subsequent Terms.
- 12.2. If you terminate during the Initial Term or any Subsequent Terms, you acknowledge and agree that you will forfeit any Membership Fees paid in advance.
- 12.3. GoGet may immediately terminate this Agreement by notice in writing to you if it reasonably believes that you have breached any of the essential terms of this Agreement. In the event of termination in this instance, you forfeit any Membership Fees already paid.
- 12.4. GoGet may immediately terminate this Agreement by notice in writing to you, if it reasonably believes that an Additional Driver has breached any of the essential terms of



the Additional Driver Agreement. In the event of termination in this instance, you forfeit any Membership Fees already paid.

- 12.5. GoGet may immediately terminate this Agreement if it reasonably believes that you are not fit to operate a motor vehicle.
- 12.6. GoGet may terminate or suspend this Agreement by notice to you in writing if any amount owing by you to GoGet remains outstanding beyond fourteen (14) days of the due date. Such termination will take effect from the date specified in the notice or, if no date is specified, to immediate effect on the date the notice is served on you.
- 12.7. If this Agreement is terminated under any circumstances, your Membership will also be terminated simultaneously.

13. Damage Liability

- 13.1. GoGet has insurance coverage for persons using the Vehicle with GoGet's express written permission. This insurance coverage protects you against any legal claims from third parties for personal injury or material damage caused by your use of the Vehicle. Nothing in this clause precludes GoGet or its insurer from seeking monies from you as a result of your breach of this Agreement or as set out in clause 13.2 below.
- 13.2. GoGet agrees that your liability for any Damage sustained to a Vehicle or any damage to third party property or injury to a person will be limited to the Liability Limit, unless the Damage to the Vehicle, the damage to third party property or injury to a person is sustained as a result of or is in connection with:
 - (a) you breaching a provision of this Agreement;
 - (b) the loading or unloading of goods from the Vehicle;
 - (c) a person stepping, standing or sitting on the roof or any other panel of the Vehicle;
 - (d) driving the Vehicle under or into an object lower than the height of the Vehicle or more narrow than the width of the Vehicle;
 - (e) the Vehicle being totally or partially immersed in water, regardless of how such immersion occurred;
 - (f) the interior of the Vehicle suffering Damage, regardless of how such Damage occurred except as a result of a collision with another vehicle;
 - (g) an original component or accessory of the Vehicle being missing or being replaced without GoGet's approval;
 - (h) failing to secure any load or equipment;
 - (i) failing or neglecting to take reasonable steps to protect the safety of the Vehicle during or after the occurrence of an Accident, Damage or breakdown, including but not limited to failing to follow any reasonable instructions given by GoGet;
 - (j) you refusing to undergo a breath analysis or blood test, whether requested by GoGet or the police, for the purposes of determining whether you are under the influence of alcohol or illegal drugs;
 - (k) your blood alcohol content exceeding the lawful percentage while you are in possession or control of a Vehicle, as determined by GoGet acting reasonably;
 - (l) you being under the influence of a drug (whether legal or otherwise) that impairs your ability to operate a motor vehicle, as determined by GoGet acting reasonably;
 - (m) the illegal use of a Vehicle that is in your possession or control;
 - (n) wilful or malicious damage to the Vehicle;
 - (o) a contravention of any legislation or regulations;
 - (p) a traffic offence under any governing legislation or regulation where that offence is linked to the Damage sustained to the Vehicle or any third party property or injury to a person;
 - (q) the Vehicle being driven on an unsealed road or a non-gazetted road;
 - (r) the Vehicle going missing or being stolen in circumstances where you did not keep the Vehicle locked by using your Smart Card when you were not inside the Vehicle;
 - (s) you giving the Vehicle to any person or permitting any other person to drive the Vehicle who is not a Member;



- (t) damage to third party property that you or a member of your immediate family has or had physical or legal custody and/or control of;
 - (u) damage to another vehicle that you or a member of your immediate family has or had physical or legal custody or control of;
 - (v) you being in possession of the Vehicle without the express written consent of GoGet;
 - (w) your failure to notify GoGet within a reasonable time of any claim by a third party relating to damage to a third party's property or injury to a person associated with your use of the Vehicle; or
 - (x) your failure to refuel the Vehicle with the correct fuel.
- 13.3. The Liability Limit may be reduced to the Reduced Liability Limit by selecting the Reduced Liability Limit when making a Booking and paying the Reduced Liability Fee in addition to the Booking Fees. The Reduced Liability Fees are payable on each Booking where you or the Additional Driver wish to reduce the Liability Limit. Members aged between 18 and 21 years of age are not eligible to Reduced Liability Limit. If the person operating a Vehicle at the time of an Accident is ineligible for the Reduced Liability Limit, the Liability Limit for the Accident will not be reduced.
- 13.4. The Reduced Liability Fee may be amended by GoGet from time to time at its sole discretion. It is your sole responsibility to familiarise yourself with and accept the Reduced Liability Fee before making a selection to be subject to the Reduced Liability Limit for a Booking.
- 13.5. The Liability Limit and the Reduced Liability Limit will be provided in the Membership Manual and may be amended by GoGet from time to time in its sole discretion. Should GoGet amend the Liability Limit or the Reduced Liability Limit, GoGet will give all Members at least thirty (30) days' notice of such amendment by:
- (a) displaying an alert or publication on the GoGet website; and
 - (b) sending an email to the email address provided by each Member.
- 13.6. You acknowledge and agree that your damage liability will be limited under clauses 13.1 – 13.3 if you provide GoGet with sole control of any negotiations, settlements, claims and/or defences and provide GoGet all reasonable assistance with respect to the same in relation to any Damage to the Vehicle, damage to third party property or injury to a person associated with your use of the Vehicle.
- 13.7. You acknowledge and agree that, in the event that the circumstances described in 13.2(a)-(x) apply in relation to you or your use of a Vehicle, you will be liable for all liability, loss, damages, costs and expenses (including legal fees on a full indemnity basis) incurred in connection with your use, possession or control of the Vehicle including but not limited to the cost of repair or replacement of the Vehicle and utilisation costs (as determined by GoGet acting reasonably), the repair or replacement cost of and third party property and/or costs associated with injury to persons.
- 13.8. You acknowledge and agree that your Liability Limit will be debited from the saved credit or debit card listed on the Membership immediately upon you reporting, or GoGet identifying any Damage sustained in relation to your use of the Vehicle.
- 13.9. GoGet will refund a portion of your Liability Limit deducted in accordance with clause 13.8 in relation to an Accident as follows:
- (a) if it is determined that you are not at fault, then GoGet will refund the full amount of your Liability Limit (less any amount for which you are liable for under 13.2) within 2 business days of receiving full payment from the Third Party or Third Party insurers; or
 - (b) if it is determined that you are partially or wholly at fault, then GoGet will refund only the portion (if any) of your Liability Limit remaining after deduction of:
 - (i) the applicable fees under this Agreement together with the charges associated with the repair of the Vehicle, third party Vehicle(s) and/or property; and
 - (ii) any other amounts for which you are liable under 13.2 (or which you otherwise owe to GoGet).



- 13.10. Notwithstanding any other provision of this Agreement, you acknowledge that GoGet is not liable to you or any third party for loss or damage to property left in the Vehicle either during the period you are using the Vehicle or remaining in the Vehicle after your use of the same. Such property is left at your risk and you acknowledge that you are not covered by GoGet's insurance for theft or loss of property from the Vehicle.

14. Consumer Credit

- 14.1. You acknowledge and agree that GoGet may provide credit to you. The provision of credit by GoGet is limited to \$500 per Membership at any time (the "**Credit Limit**"). GoGet may reduce the Credit Limit for your Membership at its discretion to immediate effect, by providing written notice to you.
- 14.2. You acknowledge and agree that if you exceed the Credit Limit, GoGet may suspend your Membership immediately, until you have paid the necessary fees and charges to bring you within the Credit Limit. Upon receipt of the payment of fees and charges, GoGet will reinstate your Membership within one (1) business day, unless there is a breach or suspected breach of this Agreement.
- 14.3. If you do not make the payment referred to in clause 14.2 above within four (4) weeks of notice as provided by GoGet, GoGet may terminate your Membership in accordance with clause 12.3 above.
- 14.4. If your Membership is suspended while you are in possession of a Vehicle, you will be required to return the Vehicle in your possession immediately in accordance with clause 9 of this Agreement. You will not be entitled to book Vehicles while your Membership is suspended.
- 14.5. You acknowledge that you have read and understood the "Notice of Disclosure of your Credit Information" as set out in Schedule 1 to this Agreement and the "Statement By Applicant for Credit" at Schedule 2 to this Agreement.
- 14.6. You acknowledge and agree that your personal information (as defined in the *Privacy Act* 1988) may be disclosed to third parties for the purposes of undertaking debt recovery against you.
- 14.7. You acknowledge and agree that you have read, understood and accepted the terms of GoGet's Privacy Policy as available on its website or as provided to you by GoGet from time to time.

15. No Liability

- 15.1. You acknowledge and agree that GoGet will not be liable to you for any claim, liability, loss, damages, costs or expenses, whether direct, indirect or consequential, if GoGet is unable to provide you with a Vehicle or changes or cancels a Booking or takes any other action at any time under clause 6.10 or 2.9, whether or not you have a Booking to use a Vehicle.
- 15.2. You acknowledge and agree that you will indemnify GoGet against any claims, liability, loss, damages, costs or expenses by third parties in connection with the use of the Vehicle.

16. Indemnity

- 16.1. You undertake and agree to indemnify GoGet against any liability, loss, damages, costs and expenses (including legal costs on a full indemnity basis) as a result of or in connection with any breaches by you of this Agreement. You further agree to hold GoGet harmless for any bank fees incurred as a result of you having insufficient funds to meet charges deducted by GoGet in accordance with its rights under this Agreement.



- 16.2. You acknowledge that GoGet may call on the Security Deposit (or any part thereof) without notice to you to meet any monies owed by you to GoGet, howsoever arising. This is in addition to any other rights GoGet has at law, under this Agreement or any other Agreement with you. If GoGet calls on your Security Deposit (or any part thereof), you may be required to replace the used portion of the Security Deposit before accessing the GoGet Services.

17. Dispute Resolution

- 17.1. You shall not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement (“Dispute”) unless you have complied with this clause.
- 17.2. If you believe a dispute has arisen under or in relation to this Agreement, you must give written notice to GoGet specifying the nature of the Dispute (“Dispute Notice”).
- 17.3. During the fourteen (14) day period after a Dispute Notice is given (or any longer period agreed in writing by the Parties), you and GoGet must mutually use best efforts to resolve the dispute.
- 17.4. If the Dispute is not resolved following the expiration of the fourteen (14) day period pursuant to clause 17.3, you and GoGet must endeavour to jointly engage a Mediator and endeavour to agree on the Mediator’s terms of agreement.
- 17.5. If you and GoGet fail to agree on the engagement of a Mediator or the Mediator’s terms of agreement within twenty-one (21) business days of service of a Dispute Notice, either you or GoGet may apply to the President of the Law Society of New South Wales to appoint a Mediator.
- 17.6. Any information or documents disclosed under this clause:
- (a) is on a without prejudice basis;
 - (b) must be kept confidential; and
 - (c) may not be used except to attempt to resolve the Dispute.
- 17.7. You must bear your own costs of complying with this clause. You and GoGet must bear equally the costs of any mediator engaged under clauses 17.4 or 17.5.

18. Amendments to this Agreement

- 18.1. You acknowledge and agree that GoGet may amend this Agreement by notifying you of such amendments in writing no later than one (1) month before such amendments are to take effect. Such amendments will be binding on you at the expiry of that one (1) month period unless you notify GoGet that you wish to terminate this Agreement before the expiry of that (1) month period. In the event of conflict between this clause and clause 3 of this Agreement, the provisions of clause 3 (*Membership Fees*) will prevail.

19. Assignment

- 19.1. You acknowledge and agree that you are not permitted to assign or licence your rights and/or obligations under this Agreement.
- 19.2. You agree that GoGet may assign its rights and/or obligations under this Agreement to any person, on terms as GoGet sees fit in its sole discretion by notifying you of such an assignment in writing.

20. General



- 20.1. The rights and obligations of both you and GoGet shall continue in full force and effect until the rights and obligations created under this Agreement elapse by the effluxion of time or are determined by mutual agreement.
- 20.2. All notices, demands and other communications for the purposes of this Agreement shall be in writing. Such notice, if delivered personally, by email or sent by post, shall be deemed received on that day or if delivered by other means, after two (2) business days of sending.
- 20.3. Any provision of, or the application of any provision of this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 20.4. Any provision of, or the application of any provision of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 20.5. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.
- 20.6. No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.
- 20.7. This Agreement shall be governed by and construed in accordance with the law for the time being applicable to New South Wales and you agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.



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PO Box 635, Glebe NSW 2037

ABN: 39 102 892 679

Schedule 1

Credit Application - Consumer Credit

Notice of disclosure of your credit information to a credit reporting agency

The disclosed Credit Reporting Body for the purposes of this application in accordance with Section 21C of the Privacy Act 1988 (Cth) and Section 5 of the Privacy (Credit Reporting) Code 2014 (Version 1.2) (the Code) is Veda Advantage Limited of 15/100 Arthur St, North Sydney NSW 2060, Australia ("Veda").

Under Section 21D of the Privacy Act 1988 (Cth) (the Act) GoGet is permitted to disclose credit information as defined in Section 6N of the Act and Section 5 of the Privacy (Credit Reporting) Code 2014 (Version 1.2) (the Code) about you to a Credit Reporting Body (CRB), including but not limited to Veda, if the information relates to consumer credit or commercial credit that has been provided, or applied for, in Australia.

Under Section 21M of the Act, GoGet is permitted to disclose to debt collectors credit eligibility information about you. The type of credit eligibility information GoGet is permitted to provide to debt collectors is outlined in Section 21M(2) of the Act and includes identification, information, information on court proceedings, personal insolvency information and default information as defined by the Act. Under the Act identification information particulars include your full name (including any known previous alias), date of birth, sex, current address or last known address (including your two (2) previous addresses (if applicable)), the name of your most recent or current employer and/or your driver's licence number.

Period to which this understanding applies: this information may be given before, during or after the provision of credit to you.

Schedule 2

Statement By Applicant(s) For Credit

Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)
GoGet has informed me that it may give certain personal information about me to a credit reporting agency.

Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)
I agree that GoGet may obtain information about me from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing provision of consumer credit.

Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988)
I agree that GoGet may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing provision of commercial credit.

Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988)
I agree that GoGet may exchange information with those credit providers named in contract or named in a consumer credit report issued by a credit reporting agency for the following purposes:

1. to assess the provision of credit to me
2. to notify other credit providers of a default by me
3. to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
4. to assess my credit worthiness.





I understand that the information exchanged can include anything about my credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act, and includes a credit report.



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