



CAR NEXT DOOR

OWNER AGREEMENT

Last Modified: December 2019

1. PARTIES

This Owner Agreement is between:

Car Next Door Australia Pty Ltd ABN 53 163 596 530;

and

The Owner.

2. DEFINITIONS AND INTERPRETATION

"Availability Schedule" means the times that an Owner has defined for which their Vehicle is available to other Members.

"Borrower-Only-Covered" means, in respect of a Vehicle, that it is listed under a Sharing Plan that includes cover only for Borrowers' Bookings (including the Instant Keys plan or Key Handover plan);

"Delisted" means, in respect of a Vehicle, that the Vehicle ceases to be Listed (whether by the Owner or by Us).

"Eligibility Requirements" in this Owner Agreement means the minimum requirements set out in clause 4 that Vehicles must meet in order to be part of the Service.

"Full Time-Covered" means, in respect of a Vehicle, that it is listed under a Sharing Plan that includes cover both during and outside of Bookings (including the Legacy Owner sharing plan or the Instant Keys Plus+ sharing plan);

"Listed" means, in respect of a Vehicle, that the Vehicle is available for Borrowers to Book through the Service.

"Member Agreement" means the base agreement applicable to all members of Car Next Door, which is available on Our Website.

"Owner" means a Member who owns a Vehicle and has indicated their willingness to make their Vehicle available to Borrowers through the Service.

"Our Insurer" means an APRA approved licensed insurer.

"Owner Agreement" means this section of the Agreement covering the terms and conditions specific to Owners.

Other capitalised terms are defined in the Member Agreement.

3. OWNER'S CONFIRMATION OF ELIGIBILITY FOR MEMBERSHIP

3.1 In addition to the terms in the Member Agreement, You agree that:

- a) We may independently verify Your Vehicle's registration details; and
- b) the Vehicle that You intend to make available for sharing through the Service meets all of the Eligibility Requirements set out at clause 4.1.

3.2 You will disclose to Us any traffic incidents, infringements or driving violations that might affect Your eligibility for Membership. If You do not wish to disclose any such incident, infringement or violation You must cancel Your Membership in accordance with clauses 27.3 or 27.4 of the Member Agreement.



3.3 You will disclose to Us any changes or restrictions to your driver licence, including if at any time you hold a learner's or provisional driver licence, and will not use the Service to book or drive any Vehicle other than your own Vehicle while you hold a restricted, learner's or provisional driver licence or while you are not licenced to drive.

4. VEHICLE ELIGIBILITY CRITERIA

4.1 A Vehicle that is made available at any time for sharing through the Service must (unless We agree otherwise):

- a) be registered in the state or territory in which it is made available for sharing;
- b) be in a roadworthy condition at all times, and be submitted for roadworthiness inspections in accordance with any requirements of a regulator in Your state or territory;
- c) be well maintained, with maintenance properly scheduled and recorded using the applicable manufacturer's maintenance schedule as a guide;
- d) be manufactured during or after the year 2001;
- e) have been driven fewer than 300,000 kilometres;
- f) not have been altered in a way that materially changes the performance, appearance or purpose of the Vehicle, except with Our written permission;
- g) have a power rating of less than 200 kilowatts (250 kilowatts for 4WDs);
- h) have seating for a maximum of 12 passengers;
- i) be a private passenger vehicle with four wheels; and
- j) have a market value less than \$50,000.

5. INSTALLATION OF LOCKBOX SYSTEM AND TOLLING DEVICE (INSTANT KEYS VEHICLES ONLY)

5.1 If Your Vehicle is an Instant Keys Vehicle, We will:

- a) arrange for installation of the Lockbox System in Your Vehicle (defined in the Membership Agreement to mean the combination of the digital lockbox device that fixes to a car window and holds the car keys (the "Lockbox"), the GPS technology and other peripheral equipment installed in a Vehicle to enable it to participate in the Service);
- b) ensure that, if We carry out the installation, it is carried out by an appropriately trained and qualified person;
- c) agree with You on a time and place for the installation of the Lockbox System to take place; and
- d) charge You a monthly rental fee as part of the Membership Fee starting from the day of installation of the Lockbox System.

5.2 If You do not make Your Vehicle available and accessible for a scheduled appointment for installation of the Lockbox System, and have not cancelled or rescheduled the appointment more than 24 hours in advance, then We may charge You a rescheduling fee in respect of the missed appointment.

5.3 We will arrange for a Tolling Device to be provided for Your Vehicle. Upon receiving the Tolling Device, You must:

- a) remove any other Tolling Device from Your Vehicle prior to the Vehicle being driven;
- b) install the Tolling Device as per the instructions;
- c) ensure that the Tolling Device is in Your Vehicle prior to the commencement of each Booking; and
- d) pay all Tolls associated with the Tolling Device, other than Tolls incurred by Borrowers while Your Vehicle is in their possession, in accordance with clause 19 of this Owner Agreement.



- 5.4 You must not, and must not permit or suffer any other person to, tamper with, interfere with, or remove any part of the Lockbox System or the Tolling Device that has been installed in Your Vehicle or any other Member's Vehicle by or on behalf of Us.
- 5.5 You must inform Us immediately if any part of the Lockbox System or the Tolling Device is lost, stolen, damaged or not working properly.
- 5.6 If any part of the Lockbox System or Tolling Device that We provide to You is lost, stolen or damaged, We may charge You a fee, as set out in the Fee Schedule.

6. USING THE LOCKBOX

- 6.1 If Your Vehicle is equipped with a Lockbox, You may use the Website to generate a personal identification number (PIN) that provides You access to unlock the Lockbox for Your Vehicle at any time.
- 6.2 You must keep each PIN secure at all times and only disclose it to your Additional Drivers if they need to access the Vehicle.

7. OWNERSHIP AND RETURN OF TOLLING DEVICE AND LOCKBOX SYSTEM (INSTANT KEYS VEHICLES ONLY)

- 7.1 If Your Vehicle is approved to be an Instant Keys Vehicle then We may provide a Lockbox System to You to facilitate your participation in the Service. Any Lockbox System provided to You will remain our property at all times. The Tolling Device will remain the property of the authority or company that provides them.
- 7.2 You must facilitate the removal of, and return to Us, any Tolling Device or Lockbox System in Your possession to Us:
 - a) at least 10 business days before you sell or transfer possession of the vehicle to another person or move it to a location outside of Our normal operating area;
 - b) upon termination of Your Agreement; or
 - c) at any other time if We request that You do so.
- 7.3 If We do not receive the Tolling Device or Lockbox System within 20 business days after our request, or if You transfer ownership or possession of the vehicle to another person without returning these items to us, then You agree to pay Us the replacement cost of those items and a reasonable handling fee (as set out in the Fee Schedule) and authorise us to charge these costs to Your account.

8. OWNER RESPONSIBILITIES

- 8.1 As an Owner of a Vehicle that is offered for sharing through Car Next Door, You must:
 - a) ensure that the Vehicle is maintained, serviced and repaired so that it is in a roadworthy condition at all times. If We have any concerns about the safety or maintenance of Your car, We may require You to provide proof of maintenance or roadworthiness, and may suspend Your Vehicle from the Service until acceptable proof is received;
 - b) ensure that the Vehicle is safely operable by any Borrower, and not place in the Vehicle any modifications, devices, equipment or other items that may interfere with the safe operation of the Vehicle;
 - c) check the amount of engine oil and coolant in the Vehicle at appropriate intervals and maintain them at the levels recommended in the Vehicle manufacturer's specifications or otherwise as required to maintain the Vehicle's efficient performance;
 - d) ensure there is a serviceable spare tyre available at all times along with the necessary tools to change the wheel unless the Vehicle is fitted with runflat tyres;
 - e) maintain the correct registration for the Vehicle;
 - f) park Your Vehicle in a publicly accessible, legal parking space at all times when it is made available for sharing;

- g) ensure that the fuel tank is more than 1/4 full at the start of any Booking Period;
 - h) ensure that the Vehicle is clean at the start of each Booking Period, and not smoke in the Vehicle;
 - i) ensure that if the Vehicle is fitted with child restraint(s), these are undamaged and correctly installed in accordance with the manufacturer's instructions;
 - j) if Your Vehicle is an Instant Keys Vehicle, ensure that the Lockbox is accessible by Borrowers at all times when it is made available for sharing, and
 - k) if Your Vehicle is an Instant Keys Vehicle, ensure that the Tolling Device is in the Vehicle and in the correct location at all times.
- 8.2 You must be contactable by phone or email and able to respond to queries at all times during a Booking Period.
- 8.3 If You will not be contactable during a Booking Period, then You must:
- a) provide Us with the mobile phone number and email address of a person who is responsible for Your Vehicle (Your nominated representative); or
 - b) ensure that Your Vehicle is not made available for sharing during that time.
- 8.4 You agree that:
- a) We may provide Your mobile phone number and email address to other Members so that they can contact You directly with any queries relating to sharing Your Vehicle; and
 - b) You will inform Us as soon as possible of any changes to Your mobile phone number or email address.
- 8.5 If Your Vehicle is a Full Time-Covered Vehicle, then You must ensure that the Availability Schedule equates to at least 50% of the weekdays and 50% of the weekend days (for the full day) each month, or meets such other availability requirements as may be required under your chosen Sharing Plan. If Your Vehicle's availability is below this level in any month, or if Your Vehicle's rates are set above the recommended pricing guidelines published on our Website and at a level that, in Our reasonable opinion, prevents it from being Booked, each without Our prior written approval, then We may take any or all of the following actions:
- a) charge you an amount in addition to Your Membership Fee in order to offset or recover the reasonable costs We incur in having your Vehicle enrolled in the Service;
 - b) restrict or revoke coverage for your Vehicle under Our Insurance Policy, by giving You at least 3 days' prior notice by email; and
 - c) cancel Your membership in accordance with section 27.2 of the Member Agreement.
- 9. AUTHORISED DRIVERS**
- 9.1 As the Owner of Your Vehicle, You are entitled to drive Your Vehicle at any time without a Booking, provided that You ensure that the Vehicle is available during Bookings made by Borrowers.
- 9.2 Any Member may drive Your Vehicle as permitted under the Member Agreement.
- 9.3 If Your Vehicle is a Full Time-Covered Vehicle, then as the Owner of Your Vehicle, You may nominate up to five Additional Drivers who are permitted to drive the Vehicle without a Booking. To qualify, an Additional Driver must:
- a) hold a valid licence to drive (which may be an learner's or provisional licence, noting however that a higher DCL will apply in respect of any Loss or Damage, as set out in clause 9.4);
 - b) be nominated by You prior to driving the Vehicle;
 - c) abide by the relevant terms and conditions of this Agreement when driving the Vehicle;
 - d) not be a Member of the Service unless the person is a member of Your household; and
 - e) not make any payment in connection with the use of the Vehicle.
- 9.4 If Loss or Damage arises from or in connection with an Additional Driver's use of Your Vehicle:
- a) You are responsible for payment of the DCL; and

- b) the DCL will be determined according to the Additional Driver's age and licence type, as follows.

c) Additional Driver's Age and licence type	DCL Amount
16-20 (any licence type)	\$3,000
21-24 or over 75 (with unrestricted licence)	\$2,000
25 or older (with unrestricted licence)	\$500
Driver of any age with a learner's or provisional licence	\$3,000

- 9.5 You must procure that each of Your Additional Drivers do not do or omit to do anything which, if done or omitted to be done by You, would be a breach of Your obligations under the Agreement. If an Authorised Driver does or omits to do anything which, if done or omitted to be done by You, would be a breach of Your obligations under the Agreement, that act or omission will be deemed to be a breach of the Agreement by You.

10. OWNER COVER FOR LOSS AND DAMAGE

- 10.1 Our Insurance Policy provides cover for Your Vehicle for Loss and Damage that occurs during the Period of Cover :
- a) for Full Time-Covered Vehicles, from the date on which your Vehicle is Listed until the date on which it is Delisted or becomes a Key Handover Vehicle; and
 - b) for Borrower-Only-Covered Vehicles, whilst Your Vehicle is in the possession of a Borrower, as described in the Damage Policy.
- 10.2 Your cover for Loss and Damage under Our Insurance Policy is conditional upon:
- c) payment by the due date of Your monthly Membership Fee, which includes the insurance premium payable to Our Insurer for Your cover for Loss and Damage, roadside assistance and other benefits;
 - d) the Loss and Damage occurring during the Period of Cover;
 - e) Your Vehicle meeting the eligibility criteria set out at clause 4.1 at all times during the Period of Cover;
 - f) You or an Additional Driver not being excluded from cover under clause 10 of the Member Agreement; and
 - g) Your Vehicle not being excluded from cover due to failure to meet the availability criteria in accordance with clause 8.5 (if applicable).
- 10.3 Subject to clauses 10.4 and 10.9, if during the Period of Cover there is Loss and Damage Our Insurer will at its option:
- a) pay the reasonable cost of repairing Your Vehicle; or
 - b) settle Your claim on a total loss basis if Your Vehicle is:
 - i) damaged beyond economic repair; or
 - ii) stolen and not recovered,

in which case settlement will be based on the market value of Your Vehicle at the date of the Accident or theft, as determined by an independent valuer appointed by Us or Our Insurer when assessing Your claim.

If You do not agree with the valuation made by the independent valuer then You may provide Us with evidence to support Your alternative valuation. The final determination of the market value of Your Vehicle will be made by Us or Our Insurer.

- 10.4 We may elect to arrange for the repair of Your Vehicle without making a claim on Our Insurance Policy. If We do, You are bound by and must comply with Your obligations under clause 12 of this Owner Agreement.
- 10.5 Where You experience loss of use of Your Vehicle as a direct result of Loss and Damage caused to the Vehicle by a Borrower, We may in Our absolute discretion provide an ex-gratia payment to You as set out in the Damage Policy. We will not make any payments in relation to any actual or anticipated loss of income generated from Your Vehicle.
- 10.6 Our Insurer will also:
- a) cover You and any Authorised Driver for legal liability to pay compensation for loss or damage to third party property arising out of an Accident that occurs during the Period of Cover where You or the Authorised Driver were at fault and the legal liability arises out of the use of Your Vehicle; and
 - b) pay legal costs to defend claims for, or liability to pay compensation for, accidental loss or damage to someone else's property arising out of an accident during the Period of Cover where You or an Authorised Driver was at fault and the legal liability arises out of the use of Your Vehicle, provided that We have approved the costs and expenses prior to them being incurred.
- 10.7 Cover for Your Vehicle under Our Insurance Policy does not include:
- a) loss of use, depreciation, wear and tear, rust or corrosion or reduction in value;
 - b) mechanical, electrical or computer breakdowns, failures or breakages;
 - c) Loss and Damage as a result of lawful seizure or impounding (however the Borrower will be responsible for these costs if the seizure or impounding results from his or her actions or inaction, under clause 18.3 of the Member Agreement);
 - d) repairs carried out without Our consent;
 - e) the cost of repair of old damage, faulty workmanship or incomplete repairs that were in existence prior to the Accident;
 - f) Loss and Damage to any non-standard modifications or accessories that were not supplied by the manufacturer;
 - g) Loss and Damage if Your Vehicle is not locked when not on hire; or
 - h) Loss and Damage if You make Your Vehicle available for Bookings, or drive it Yourself, when it is in an unsafe or un-roadworthy condition.
- 10.8 You and an Additional Driver have no cover under Our Insurance Policy for and are fully responsible for:
- a) any claim for Loss and Damage arising from You operating Your Vehicle as a tool of trade, other than when being driven on a public road;
 - b) legal costs to defend criminal acts or fines for breaches of road traffic statutes;
 - c) damage to property belonging to, or in the custody of, You, an Additional Driver or any relative or friend of You or an Additional Driver;
 - d) any penalties, fines, punitive, exemplary or aggravated damages for which You or an Additional Driver are liable; and
 - e) Your liability, or the liability of an Additional Driver, under any contract, or if You or an Additional Driver have agreed to, or accepted liability without Our prior agreement unless You or an Additional Driver would have been liable irrespective of the terms of that contract.
- 10.9 You must tell Us of the interests of all parties, such as credit providers, who will be entitled to cover, or who have an interest in the proceeds of any claim, under Our Insurance Policy and in the event of the cash settlement of a claim for Loss and Damage We have the option of directing Our Insurer to make payment to the credit provider in full or part settlement of the claim.



- 10.10 There are limits to the level of cover under Our Insurance Policy as defined in the Member Agreement.
- 10.11 If You or any Additional Driver have no cover under Our Insurance Policy, You are each fully responsible and liable for Loss and Damage, repossession charges, administrative and associated legal costs.
- 12. CLAIMS FOR LOSS AND DAMAGE**
- 12.1 You or an Additional Driver are deemed to be in possession of the Vehicle for all times other than when a Borrower is in possession of the Vehicle. The timings of Borrower possession are specified in the Damage Policy under the heading “Who is responsible for damage?”.
- 12.2 If Your Vehicle is a Full Time-Covered Vehicle and there is Loss and Damage while Your Vehicle is deemed to be in the possession of You or any Additional Driver, You must:
- a) provide Us with all information and correctly complete any necessary forms, including a Collision or Damage Report Form, and provide any police statements or reports to Us within 48 hours after the Accident or theft;
 - b) promptly forward to Us any communication or documents You or the Additional Driver receive concerning the Accident or theft, including from any other party, the police or any Court; and
 - c) pay the applicable DCL, or the cost of repairing Your Vehicle if lower, to Us or as directed by Us unless:
 - i) We agree that You or the Additional Driver are not at fault; and
 - ii) You or the Additional Driver are able to identify the other vehicle and provide its registration number and the owner's name, home or business address and telephone number. (For the sake of clarity, note that different requirements apply under the Member Agreement if You are a Borrower of a Vehicle that is damaged where a third party is at fault).
- 12.3 If Your Vehicle is a Full Time-Covered Vehicle and there is Loss and Damage while Your Vehicle is deemed to be in Your possession, Your DCL will be \$500, unless You are driving with a restricted licence or a learner's or provisional licence at the time when the Loss or Damage occurs, in which case Your DCL will be \$3,000.
- 12.4 If You are the Owner of a Borrower-Only-Covered Vehicle, You will be fully responsible for, and You and Your Additional Drivers have no cover under Our Insurance Policy for, Loss and Damage that occurs whilst the Vehicle is in Your possession (as opposed to being in the possession of a Borrower). We are not liable to You, any Additional Driver or any third party under the Agreement in relation to any such Loss and Damage, and You agree to indemnify Us for any claims against, or damage or loss suffered by, Us as a result of or in connection with any such Loss and Damage.
- 12.5 If there is Loss and Damage that results from the use or possession of Your Vehicle by a Borrower then We will:
- a) arrange for a quotation for the repairs to Your Vehicle and where appropriate an assessment of it;
 - b) arrange for the completion of Our Collision or Damage Report Form;
 - c) collect:
 - i) the DCL from the Borrower; or
 - ii) if We elect not to claim on Our Insurance Policy, an amount equal to the repair costs from the Borrower on your behalf; and
 - d) pay:
 - i) the applicable excess to Our Insurer; or
 - ii) if We elect not to claim on Our Insurance Policy, the applicable repair costs directly to the repairer on your behalf, which We may in Our absolute discretion and at no cost to You pay in advance of collecting such amount from the Borrower, in which case such amount will be owed by the Borrower to Us instead of to You.



- 12.6 If Your Vehicle is a Full Time-Covered Vehicle and there is Loss and Damage whilst Your Vehicle is being used by You or any Authorised Driver, You must also:
- a) comply with the Damage Policy;
 - b) make Your Vehicle available for inspection or assessment;
 - c) promptly forward to Us any communication or documents You receive concerning the Accident or theft, including from any other party, the police or any Court;
 - d) assist Us in any negotiation, defence or settlement of the claim, including attending Court; and
 - e) allow proceedings to be brought in Your name as the Owner of the Vehicle.

- 12.7 If Your Vehicle is a Full Time-Covered Vehicle and there is Loss and Damage while Your Vehicle is being used by You or any Authorised Driver, We will also:
- a) liaise with Our Insurer, including by providing to Our Insurer any relevant information and documents; and
 - b) in most cases, arrange for repairs to Your Vehicle.

13. VEHICLE PROFILES

- 13.1 You will be required to maintain a Vehicle Profile for any Vehicle that You have enrolled in the Service. This information will be available to other Members. The information includes:
- a) the Vehicle nickname;
 - b) the Vehicle description;
 - c) the Vehicle sharing location;
 - d) photograph(s) of the Vehicle;
 - e) the hourly and daily sharing rates; and
 - f) the Availability Schedule.
- 13.2 You will be able to provide special instructions to Borrowers concerning access to, or the operation of, the Vehicle. This information may be made available on Our Website, or communicated to Borrowers by email or SMS prior to the start of a Booking Period.

14. ACCEPTANCE AND CANCELLATION OF BOOKINGS

- 14.1 If Your Vehicle is a Full Time-Covered Vehicle, You agree to make arrangements for sharing Your Vehicle only through the Booking System. If You rent your Vehicle outside of the Booking System, there is no cover and We may recover from You any lost revenue, remove Your Vehicle and cancel Your membership.
- 14.2 You must:
- a) review the Availability Schedule for Your Vehicle regularly;
 - b) ensure that Your Vehicle is available at the times and locations for which it has been Booked and, if Your Vehicle is an Instant Keys Vehicle with a Lockbox System, that the Lockbox containing the Vehicle key is accessible by Borrowers; and
 - c) pay the charges set out in the Fee Schedule if Your Vehicle is not available to any Borrower who has made a Booking for its use.
- 14.3 All Bookings are automatically confirmed if the Vehicle is listed as available.
- 14.4 If You cancel a Booking (whether as an Owner or a Borrower), You will incur a fee as set out in the Fee Schedule.

15. CHECKING THE VEHICLE

- 15.1 You are responsible for checking the Borrower's photographs of Your Vehicle from the beginning and end of their possession of the Vehicle and for checking Your Vehicle as soon as possible after you re-take possession of the Vehicle and at a minimum, once each week. If You as an Owner find



any damage, or if the Tolling Device or Lockbox System are missing or damaged, You must report it to Us promptly.

- 15.2 You must report any new damage that you identify in a Borrower's photographs, or submit photographs of any new damage you find that is not recorded in a Borrower's photographs to Us as soon as possible after the relevant Booking Period (and, in any event, within 42 days of the end of the relevant Booking Period).
- 15.3 If You report damage to Your Vehicle, We will assist with the investigation and collection of payment from any liable Borrowers who have used Your Vehicle within the 42 days prior to your report. If the damage occurred outside that period then you will be responsible for communicating directly with Borrowers to ascertain liability.

16. LIABILITY FOR PARKING AND DRIVING INFRINGEMENTS

- 16.1 Subject to clause 16.2 and clause 17, If an Infringement Notice is issued in relation to an infringement occurring during any time other than:
- a) while Borrower has possession of the Vehicle, or
 - b) when Your Vehicle incurs a parking fine in the place where it was left by a Borrower,
- then You are responsible for payment of the Infringement Notice.
- 16.2 You are responsible for ensuring that your Vehicle's home location as listed in the Vehicle Profile is a place where the Vehicle can be left indefinitely without incurring a parking fine. If a Borrower leaves the Vehicle in its specified home location, then You will be responsible for the payment of any Infringement Notice issued after the Borrower ceases to have possession of the Vehicle.
- 16.3 If You receive an Infringement Notice that you believe is the responsibility of a Borrower, You should notify Us and cooperate with Us to ensure the Infringement Notice is assigned to the appropriate Member for resolution.
- 16.4 If You dispute Your liability for an Infringement Notice, then You may raise the dispute with Us and We will deal with it in accordance with the Complaints and Dispute Resolution Policy.

17. LIABILITY FOR PENALTIES, LOSS OR DAMAGE RESULTING FROM FAILURE TO REGISTER YOUR VEHICLE OR ENSURE ITS ROADWORTHINESS

- 17.1 If Your Vehicle is unregistered or unroadworthy at any time when it is made available for sharing through the Service, you will be liable, and agree to indemnify and hold harmless Us and any Borrowers, for any cost, loss, damage, fines, penalties, claims or liability arising in relation to the use of Your Vehicle.

18. FEES AND INCOME

- 18.1 With respect to the income generated from Your Vehicle:
- a) All amounts quoted and charged or paid are in Australian Dollars (AUD\$);
 - b) You may set the rates for the use of Your Vehicle;
 - c) You authorise Us, as your payment collection agent, to collect amounts owing to You by Borrowers;
 - d) We will pass through to You a portion of the time and distance fees that other Members pay for using Your Vehicle, and You will owe to Us, and We will retain, the remainder of those fees as part of the consideration payable to Us in connection with supplying the Service (and the amount retained will include the GST that We must charge You for such supply);
 - e) the portion that We pass through to You will be determined by your Sharing Plan;
 - f) We may set off any amounts that You owe to Us in connection with this Owner Agreement against amounts that We owe to You;
 - g) If Your Vehicle is unregistered or unroadworthy, not fit for purpose or does not match the Vehicle Profile at any time when it is made available for sharing through the Service, We may refund any amounts paid by the Borrower to You on Your behalf and charge You for our lost revenue from Bookings that are cancelled or refunded as a result.

- h) In the event that We do not pass through to You any time and distance fees held by Us and owing to You in accordance with this Owner Agreement for whatever reason, You acknowledge and agree that You will have recourse only against Us, and no claim or action against the Member who used Your Vehicle;
 - i) We will not be required to make any payment to You until We have first received payment of those amounts from the Member or Members who incurred fees or charges in relation to the use of Your Vehicle during the relevant billing period;
 - j) We will make any payments owing to You to the bank account nominated in Your Membership Application, or otherwise notified to Us from time to time in accordance with clause 24 of the Member Agreement;
 - k) You must ensure that any bank account details that You provide to Us are correct. We will not be liable for the failure of any payment that results from the provision of incorrect bank account details; and
 - l) We will issue invoices to Members on your behalf for amounts owing to you. You must provide Us with all information We ask for so We can prepare the invoice. That might include, for example, your ABN.
- 18.2 You authorise Us to enter into, vary, waive, release and terminate agreements with Borrowers to the extent that We do so as Your payment collection agent, or in any other agency capacity for you, without requiring Your prior approval.

19. INVOICING AND PAYMENT

- 19.1 We will issue Invoices to You on a regular basis showing Your Membership Fees and any Toll charges or fuel charges payable by You in accordance with the Agreement, as well as the amounts payable to You by Borrowers for the use of Your Vehicle and the percentage of these amounts owing by You to Us.
- 19.2 If the Invoice shows a net amount owing by You to Us, We will charge Your Card for that amount on the date shown in the Invoice. If the Invoice shows a net amount owing by Us to You, We will pay the amounts shown in the Invoice by the due date shown on the Invoice, in accordance with clause 18.1j).
- 19.3 Amounts payable under the Fee Schedule are inclusive of GST. Where GST is payable on any “taxable supply” as defined for GST purposes made to You by Us or another person (**Supplier**) under or in connection with the Agreement and the consideration for that supply is not stated to be GST inclusive:
- a) You must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply (**GST Amount**), at the same time as any other consideration is to be first provided for that supply; and
 - b) the Supplier must provide a tax invoice to You for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with clause 19.3a).
- 19.4 If you are required to quote an Australian Business Number (ABN) relating to the income generated from Your Vehicle, You must notify Us. We will supply Your ABN to Borrowers on Your behalf at the time of issuing to Borrowers a receipt for the use of Your Vehicle.

20. SUSPENDING YOUR VEHICLE FROM THE SERVICE

- 20.1 We may suspend Your Vehicle from the Service by making it unavailable for sharing at any time at Our discretion:
- a) if We consider that You have not complied with the terms of the Agreement, including this Owner Agreement;
 - b) if there is a problem with the Lockbox System or Booking System that affects Your Vehicle; or
 - c) for any other legitimate reason to protect the integrity of the Service or Our business.
- 20.2 We will not be liable for any direct or indirect loss or cost, including without limitation any loss of income or loss of opportunity, that You suffer as a result of Our suspending Your Vehicle from the Service.



20.3 If We suspend Your Vehicle from the Service for cause, to the extent not prohibited by law You will not be entitled to a refund of your Membership Fee or of any payments for the Lockbox System.

21. CANCELLATION AND SUSPENSION OF MEMBERSHIP

21.1 If Your Membership is cancelled, either by You or by Us, then in addition to the terms in the Member Agreement:

- a) You must not use the Service or otherwise share Your Vehicle with Members on or after the date of cancellation;
- b) Your Vehicle will cease to be covered by Our Insurance Policy at the end of the month for which Membership Fees have been fully paid; and
- c) You must facilitate the removal of any Tolling Device or Lockbox System (where applicable) that has been issued to You under this Owner Agreement.

21.2 As soon as possible after Your Membership is cancelled, you must:

- a) Return the Lockbox System to us in accordance with our postage instructions; and
- b) Remove any Car Next Door stickers from Your vehicle, following the instructions in our Help Centre (<https://carnextdoor.zendesk.com/hc/en-gb/articles/205633989-How-to-remove-stickers-from-a-car>).

If you do not follow the instructions for removing the stickers, then you may damage the paintwork on Your Vehicle. We will not be responsible for the costs of repairing any damage caused by Your removal of the stickers.

