



ABN 81 617 637 797

OWNER TERMS AND CONDITIONS

1 Governing Terms and Conditions

- 1.1 Your contract with Prestige Rentals (**Owner Contract**) consists of these Owner Terms and Conditions (**Terms and Conditions**) and the Website Terms of Service.
- 1.2 The Owner Contract is governed by the laws of the state or territory in which the Designated Collection Location is collected and You agree that courts in that state or territory have non-exclusive jurisdiction to determine any dispute that arises between You and Us. You and the Renter agree to submit to the non-exclusive jurisdiction of the Courts of that state or territory for all purposes of or in connection with the Owner Contract.
- 1.3 The Australian Consumer Law applies to these Terms and Conditions and it provides You with rights that are not excluded, restricted or modified by the Owner Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.
- 1.4 The Owner Contract continues in force, unless terminated earlier in accordance with these Terms and Conditions.
- 1.5 We may amend these Terms and Conditions and the Rental Terms and Conditions upon reasonable notice to You and that change will take effect 7 days after the date on which that notification is given pursuant to clause 15.

2 Appointment of Prestige Rentals as Your Agent

- 2.1 Subject to these Terms and Conditions, You appoint Prestige Rentals, and Prestige Rentals accepts its appointment, as Your exclusive third party agent to market and procure the sale of the Prestige Rentals Services.
- 2.2 When Prestige Rentals enters into a Rental Agreement with a Renter it does so as Your agent with respect to payments and receipts. Prestige Rentals is not liable to any person, and You must indemnify Prestige Rentals, for any costs or charges which Prestige Rentals incurs in its performance of its obligations to You under the Owner Contract or to the Renter.
- 2.3 This Owner Contract does not constitute a partnership, joint venture or other form of association in which any party may be liable for the acts or omissions of another, and no party has authority to pledge the credit of another.
- 2.4 You warrant: that the Vehicle:
 - (a) is Your property or that You have the legal right to offer the Vehicle for hire by Renters under a Rental Agreement; and
 - (b) is free from all security interests registered under the Personal Property Securities Act 2009 other than those disclosed to Prestige Rentals at the commencement of or during the currency of the Owner Contract.

3 Additional Drivers

- 3.1 You may use the Vehicle at any time without a Rental Agreement, subject to ensuring the Vehicle is available for Renters with valid Rental Agreements.

- 3.2 Any Renter with a valid Rental Agreement for the Vehicle may use the Vehicle during the Rental Period.
- 3.3 A person other than the Renter named on the front page of the Rental Agreement may also use the Vehicle but only if that person is approved in writing by Prestige Rentals and that person is registered in the Prestige Rentals database as an **Additional Driver**.

4 Your Obligations

4.1 Profile to be submitted

At the commencement of this Owner Contract You **must** submit a profile of the Vehicle to Prestige Rentals for Our approval and acceptance, which is entirely at Our discretion. The profile **must** include high definition photographs showing all aspects of the Vehicle as well as Vehicle details, including make and model and any special conditions and features.

4.2 Vehicle qualification

To qualify, the Vehicle must:

- (a) fit the Prestige/Luxury/Sport description;
- (b) be in road worthy condition with registration;
- (c) be full comprehensively insured;
- (d) serviced every 12 months or 10,000kms (whichever comes first);
- (e) be no older than 6 years (exceptions for high end vehicles);
- (f) be in excellent physical condition (no major dints or scratches);
- (g) have no unroadworthy or aftermarket modifications;
- (h) have no more than 160,000kms on the odometer;
- (i) have and continue to have tyre pressure and lights checked regularly;
- (j) have a market value no less than \$40,000;
- (k) be of European manufacture;
- (l) be in excellent mechanical condition;
- (m) have no engine warning lights; and
- (n) be in excellent interior condition.

4.3 Vehicle Maintenance:

You must strictly observe the maintenance requirements, including

- (a) the Vehicle must be serviced every 10,000kms, 1 year or as per manufacturer's recommendations (whichever comes first);
- (b) the Vehicle must be maintained in excellent condition and free from major dents and scratches;
- (c) the tyres pressures and lights must be checked regularly;
- (d) any aftermarket modifications meet road regulatory authority/roadworthy requirements; and
- (e) no warning lights or system warnings are showing on the dashboard.

4.4 Vehicle Presentation:

You must also ensure:

- (a) the Vehicle must be immaculately presented inside and out;
- (b) the Vehicle does not smell of cigarette or any other unpleasant odours;
- (c) the Vehicle's wheels are thoroughly cleaned before each hire;
- (d) the Vehicle tyres are shined/blacked for each hire;
- (e) the Vehicle must be facing the street to prevent the customer from reversing out;
- (f) the Vehicle's lights are checked each time the Vehicle is taken; and
- (g) there are no engine warning lights or system warnings shown,

and Prestige Rentals has the right to inspect the Vehicle at any time to ensure strict compliance with these requirements.

4.5 Owner Presentation:

When in contact with the Renter, You must:

- (a) present well and be dressed in at a minimum, neat casual clothing; and
- (b) have clear and well-mannered communication skills.

4.6 Vehicle availability

You must make the Vehicle available for the Prestige Rentals Services throughout the currency of this Agreement, subject to reasonable notification to Prestige Rentals that the Vehicle will be required for Your personal use.

4.7 Pickup and return of the Vehicle

You must ensure the Vehicle is available at the Designated Collection Location prior to the Start of the Rental Period and that You take all reasonable steps to provide the Renter with a high level of customer service at pick-up and return of the Vehicle.

4.8 Notification of changes

You **must** give Prestige Rentals no less than seven (7) days prior written notice pursuant to clause 15 of any proposed change:

- (a) in Your ownership of the Vehicle;
- (b) other change in Your details (including changes in Your name, address, or contact phone or email address).

4.9 Registration and insurance

(a) Throughout the currency of the Owner Contract You must maintain and pay:

- (i) the Vehicle's registration;
- (ii) comprehensive insurance; and
- (iii) for the Vehicle to be roadworthy and regularly serviced in accordance with the manufacturer's recommendations.

(b) If You fail to comply with Your obligations under clause 4.9:

- (i) You must pay, and You indemnify the Renter, for any fines or monetary penalties incurred by the Renter; and
- (ii) You acknowledge that the Renter will not be obligated to pay the Prestige Rentals Fee for any days that the Vehicle is not available for rental.

4.10 Nomination for Renter incurred tolls and fines

It is Your responsibility to nominate the Renter if You receive notification of any offences, fines, infringements or tolls being incurred during a Rental Period.

4.11 Invoicing:

- (a) You must forward a tax invoice to Prestige Rentals once the Renter bond has been released.
- (b) The tax invoice should be (inclusive of GST):
 - (i) 50% of the rental charges;
 - (ii) 50% of any additional kilometre charges;
 - (iii) 100% of tolls incurred; and
 - (iv) 100% of refueling charges (if the Vehicle is not returned full).
- (c) Payment from Prestige Rentals to You will be processed within 2 business days.

5 Prestige Rentals Obligations

5.1 During the term of this Owner Contract We will:

- (a) promote the Prestige Rentals Services on Our website and through Google, Facebook, Instagram paid marketing;
- (b) administer, as Your agent, the Prestige Rentals Services, including:
 - (i) adding Vehicles to Our website;

- (ii) Website on & off page SEO
 - (iii) administering online bookings, emails and phone calls;
 - (iv) conducting Renter ID checks and Rental Agreement production; and
 - (v) payments and accounts.
- 5.2 Upon acceptance by Prestige Rentals We will supply a login to our Car Rental Management System. All communication will be via WhatsApp for quick and easy written and picture correspondence. You will also have the ability to log into the system and block out dates when the Vehicle is unavailable as the result of personal use or is required for another purpose, such as for servicing. We will assume the Vehicle is available unless the Vehicle is blocked out or We are notified.
- 5.3 Upon Your Vehicle booking, you will receive an email Reservation Confirmation showing the full details and ID of the Renter. This will allow You to cross reference with the Renter upon arrival.
- 5.4 We are not liable to You for:
- (a) the condition of the Vehicle;
 - (b) any information or content provided by the Renter or You;
 - (c) any damage to any property, or damage to or loss of any Vehicle;
 - (d) any damage or loss of any property left in any Vehicle;
 - (e) any incidental expenses;
 - (f) any charges or fines;
 - (g) any theft or breakdown of any Vehicle;
 - (h) any failure of the Renter to honour the Rental Terms and Conditions; or
 - (i) any failure of You to honour these Terms and Conditions,
- unless the result of Prestige Rentals' negligence.
- 5.5 We are not liable to You under or in connection with these Terms and Conditions whether for negligence, breach of contract, misrepresentation or otherwise, for:
- (a) loss or damage incurred by You in connection with any claims made by the Renter or a third party; or
 - (b) any indirect or consequential loss or damage suffered by You.
- 5.6 We will use Our best endeavours to verify the identity of each Renter, their suitability to be a Renter and the ability of that Renter to pay rental charges associated with the Vehicle rental.

6 Handover Procedures

- 6.1 Prior to the handover of the Vehicle to the Renter at the Designated Collection Location, You **must** ensure that:
- (a) the Vehicle's registration is current and will remain valid for the duration of the Rental Period;
 - (b) the Vehicle is in a roadworthy, serviceable and in a safe condition;
 - (c) the Vehicle is clean; and
 - (d) all personal items are removed from the Vehicle.
- 6.2 If You are appointed to deliver the Vehicle You **must** deliver the Vehicle to the Designated Collection Location at the time and date agreed between You and the Renter.
- 6.3 At the handover of the Vehicle to the Renter:
- (a) in the Renter's presence You **must** complete and submit a Handover Inspection Report on the Mobile Car Rental App;
 - (b) You must take high definition digital photographs of the Vehicle, using flash if the handover is not in daylight, showing its internal and external condition including:
 - (i) front low and front high;
 - (ii) rear low and rear High;
 - (iii) left front half and left rear half;
 - (iv) right front half and right rear half; and

- (v) interior and dashboard showing the odometer and fuel level, and the photos **must** be sent to Prestige Rentals by WhatsApp before the Renter leaves with the Vehicle; and also uploaded to shared dropbox folder; and
 - (c) You **must** inspect the Renter's Driver's Licence and ensure that the details match those contained in the Rental Agreement and the photograph is an accurate likeness of the person accepting Handover of the Vehicle. If the details do not match, You **MUST NOT** handover the Vehicle.
- 6.4 If at the time of hand over to the Renter a Handover Inspection Report is not completed You forfeit the right to claim for any Damage allegedly caused by the Renter during the Rental Period.
- 6.5 If at the time of hand over by You the Renter fails to sign the Handover Inspection Report You have prepared the Renter forfeits the right to dispute any claim for Damage allegedly caused during the Rental Period.
- 6.6 Any personal items left in the Vehicle after handover to the Renter are left entirely at Your risk and We have no liability for any loss or damage to them.

7 Conditions of Vehicle Use by the Renter

- 7.1 Subject to clause 3, the Vehicle **must** only be used by the Renter named on the front page of the Rental Agreement or Additional Drivers.
- 7.2 The Vehicle is rented by You to the Renter subject to the Renter's acceptance and compliance with the Rental Terms and Conditions.

8 Financial obligations

- 8.1 The Renter **must** pay Prestige Rentals the Rental Fees shown on the Rental Agreement which includes:
- (a) the Prestige Rentals Fee;
 - (b) the Owner's Fee;
 - (c) Security Bond;
 - (d) GST; and
 - (e) Credit card fee.
- 8.2 Prestige Rentals is not liable to You for payment of the Owner Fee unless the Rental Fees has been paid by the Renter to Prestige Rentals, and Prestige Rentals acts solely in the capacity of Your agent for the receipt of the Rental Fees and payment to You of the Owner Fee.

9 GPS Tracking:

- 9.1 A GPS Device will be supplied by Prestige Rentals for the monitoring and tracking of driver behaviour and position.
- 9.2 Geo fence alarms and overspeed alarms will be set for Prestige Rentals and You to monitor, if required.
- 9.3 Speeding and driving in a manner deemed dangerous to the public is a serious breach of the Prestige Rentals Rental Terms.
- 9.4 The GPS tracker remains the property of Prestige Rentals and must be returned upon the termination of the Agreement.

10 Vehicle Condition and Return

- 10.1 The Renter **must** return the Vehicle to You at the Designated Return Location on or before the time and date agreed between You and the Renter.
- 10.2 The Renter remains responsible for the Vehicle until it is returned to You in accordance with clause 10.1 and these Terms and Conditions continue to apply, regardless of whether it is returned during, at the end of, or after the expiry of the relevant Rental Period.
- 10.3 Subject to clause 1, if the Renter returns the Vehicle to You before the end of the Rental Period the Renter **must** pay Prestige Rentals the amounts in clause 8.1 for the duration of the Rental Period unless otherwise agreed in writing by You and Prestige Rentals.
- 10.4 At the time of hand over at the Designated Return Location:
- (a) You and the Renter **must** inspect the interior and exterior of the Vehicle and You **must** check that:

- (i) the Vehicle is returned to You in the same condition as it was at the beginning of the Rental Period, save for any reasonable wear and tear; and
- (ii) the Vehicle has been cleaned prior to hand over to You; and
- (b) You must:
 - (i) complete the Handover Inspection Report on the Mobile Car Rental App; :
 - (ii) take photographs of the Vehicle that are taken as close as practicable to those areas photographed at the handover to the Renter at the Commencement of the Rental Period; and
 - (iii) upload the photos taken at check-in to the Prestige Rentals dropbox folder and send to Prestige Rentals via WhatsApp,
 - within one (1) hour of the Vehicle being returned.
- 10.5 If at the time of handover by the Renter You fail to sign the Handover Inspection Report or take, or have taken, the photographs required by clauses 6.3(b) and 10.4(b)(ii) You forfeit the right to claim for any Damage allegedly caused by the Renter during the Rental Period.
- 10.6 If at the time of handover to You the Renter fails to sign the Handover Inspection Report the Renter forfeits the right to dispute any claim for Damage allegedly caused during the Rental Period.
- 10.7 If within a period of three (3) days after the completion of the Handover Inspection Report, Damage is detected that was not identified upon the return of the Vehicle, subject to acceptable date and time imprinted photos being submitted, We will notify the Renter of the Damage....Damage detected after the expiration of the three (3) day period will be deemed as not related to the Renter's use of the Vehicle.
- 10.8 If the Vehicle is not returned at the time and date specified in the Rental Agreement or as agreed between You and the Renter the Vehicle may immediately be reported as stolen.

11 Insurance Cover

- 11.1 You may have Your own policy of comprehensive motor insurance that provides:
 - (a) cover for damage to the Vehicle or its theft up to the market value of the Vehicle; and
 - (b) indemnity for third party loss.
- 11.2 Cover for the Renter and any Additional Driver is subject to:
 - (a) a valid Rental Agreement;
 - (b) payment (per claim) of the Accident Damage Excess;
 - (c) compliance with the Rental Terms and Conditions; and
 - (d) the Renter not being covered under their own policy of insurance.
- 11.3 The Renter is responsible for paying the Accident Damage Excess (deducted from the Security Bond) which will be charged to the Renter by Prestige Rentals immediately upon notification of an accident.
- 11.4 The Renter **must** report all claims in writing to Prestige Rentals and You within 24 hours of any damage to the Vehicle in accordance with clause 15.
- 11.5 If the Damage is less than the Accidental Damage Excess amount, You and Prestige Rentals may agree to pay the reasonable cost of repairing the Vehicle without making a claim.

12 Damage and Insurance claims

- 12.1 If there is Damage to the Vehicle, it is stolen or there is third party loss, You and Prestige Rentals will:
 - (a) arrange for 3 quotations for the repairs to the Vehicle;
 - (b) decide whether the Vehicle should be repaired with or without an insurance claim; and
 - (c) If a claim is not required, work together to organise and complete the repairs.
- 12.2 If there is Damage to the Vehicle, it is stolen or there is third party loss and an Insurance claim is required you should:
 - (a) lodge a claim with Your Insurer; and
 - (b) manage the claim;
- 12.3 If there is Damage to the Vehicle or it is stolen during the Rental Period, Prestige Rentals will:
 - (a) arrange for the completion of the Damage Report Form; and

- (b) collect the Accident Damage Excess from the Renter, if the Vehicle was being used pursuant to a Rental Agreement when the Damage or theft occurred;
- and
- (c) if a claim is not required, pay You the Cost of Repair (cheapest quote) plus 20% (for inconvenience) capped at the Security Bond amount to undertake repairs; or
 - (d) if a claim is required, pay You YTour required Insurance Excess plus 50% of the remaining Accidental Damage Excess fee.

13 Termination of this Agreement

- (a) This agreement shall be terminated upon approval by both parties or in the way of providing thirty (30) days' notice in writing and all devices or products installed, including GPS units, shall be returned to Prestige Rentals.
- (b) The initial term of this agreement will be _____, then continuing on a month-to-month basis until terminated pursuant to sub-clause(a) above.
- (c) This agreement shall commence on ____ / ____ / _____ with a kilometre reading of .

14 Termination of the Rental Agreement & Repossession

- 14.1 Prestige Rentals may terminate a Rental Agreement without penalty at any time if You commit a Material Breach of these Terms and Conditions and Prestige Rentals **must** notify You and the Renter, in accordance with clause 15, immediately of the termination of the Rental Agreement.
- 14.2 If, within 14 days of notification pursuant to clause 14.1, You fail to remedy the Material Breach, Prestige Rentals may terminate the Owner Contract by notice to You pursuant to clause 15.
- 14.3 You may terminate the Rental Agreement at any time if the Renter commits a Major Breach of the Rental Terms and Conditions and You **must** notify the Renter and Prestige Rentals in accordance with clause 15, immediately of the termination of the Rental Agreement.
- 14.4 Notwithstanding clause 14.3, You are entitled to immediately repossess the Vehicle without notice to the Renter if:
 - (a) the Renter has illegally parked the Vehicle for longer than 7 days;
 - (b) the Renter has committed a reckless breach of road or traffic legislation;
 - (c) the Vehicle is apparently abandoned;
 - (d) payments are in arrears or are not received within 7 days of the due date; or
 - (e) the Vehicle has not been returned to You at the time and date specified in the Rental Agreement.
- 14.5 If We notify You that the Vehicle may be repossessed, You may:
 - (a) repossess the Vehicle; or
 - (b) request in writing that Prestige Rentals as Your agent repossess the Vehicle on Your behalf.
- 14.6 If We agree to repossess the Vehicle, We do so as Your agent and You **must** pay Our costs incurred in connection with the repossession; and

15 Notices

Any notice to be given to You, the Renter or Prestige Rentals shall be deemed to be given upon it being posted to the address or sent by email to Your email address, or the email address of the Renter, or Prestige Rentals (as the case may be), as set out in the Rental Agreement.

16 Confidentiality:

- (a) You must not at any stage (without written permission from Prestige Rentals), disclose to any third party, copy or publicise in any way the existence, details, information or business agreements with Prestige Rentals during the course of its operations. This restriction remains in force after the termination of this Agreement.
- (b) All bookings and correspondence shall be between Prestige Rentals and the Renter only.

17 Intellectual Property

- 17.1 Each party acknowledges and agrees that this Owner Contract does not transfer to either party any Intellectual Property Rights.
- 17.2 Each party acknowledges that it will have no rights and will not acquire any rights in respect of any trademarks, brands or trade names used by any other party or of the goodwill associated with them and that all such rights and goodwill are, and will remain, with the relevant Owner.
- 17.3 Each party will, at the expense of the requesting party, take all such steps as a requesting party may reasonably require to assist that party in maintaining the validity and enforceability of its Intellectual Property Rights.

18 Indemnity

- 18.1 Each party indemnifies and agrees to keep indemnified the other party against any loss, claim, damage, liability, action or legal proceedings and all costs, charges and expenses (including legal fees and disbursements on a full indemnity basis) in connection with the enforcement of this Owner Contract or arising either directly or indirectly as a result of a breach by the indemnifying party of its obligations or of any warranties or representations given under this Owner Contract, including any action brought by third parties against the other party as a result, either directly or indirectly, of such breach.
- 18.2 Other than in respect of a breach of clause 16 or clause 17, neither party will be liable for any indirect loss or consequential loss, loss of profits, loss of revenue, loss of goodwill, exemplary damage or punitive damages arising in any way out of this Owner Contract however caused.

19 Dispute Resolution

- 19.1 A party **must** not commence any court proceedings (other than proceedings for urgent interlocutory relief) in respect of a Dispute until it has complied with this clause 19.
- 19.2 A party claiming that a Dispute has arisen **must** notify the other party in writing giving details of the Dispute.
- 19.3 Within the Initial Period each party **must**:
- (a) nominate in writing a representative of that party authorised to settle the Dispute on its behalf; and
 - (b) use its best endeavours to resolve the Dispute.
- 19.4 If the parties are unable to resolve the Dispute within the Initial Period they **must**, within an additional 10 Business Days either:
- (a) appoint a mediator and agree the terms upon which the mediator is to mediate the Dispute; or
 - (b) if the parties are unable to agree on a mediator or the terms of the mediation, refer the Dispute for mediation to a mediator nominated by the then current President of the Law Society of the state or territory in which the Designated Collection Location is located upon the terms of the mediation agreement then approved by that Society.
- and the parties **must** thereafter mediate the Dispute.
- 19.5 Each party **must** bear its own costs of resolving the Dispute under this clause and, unless the parties otherwise agree, the parties **must** bear equally the costs of any mediator engaged for that purpose.

20 Privacy Policy

- 20.1 We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- 20.2 We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

21 Definitions and interpretation

21.1 Definitions

In these Terms and Conditions:

Accident Damage Excess means the amount shown in the Rental Agreement payable by the Renter if there is Damage to, or theft of, the Vehicle or third party loss.

At-Fault Accident means an accident in relation to which the Renter is held legally responsible for the damages or injury.

Claim means any claim, demand, action or proceeding.

Damage means:

- (a) any damage to the Vehicle including its parts, components and accessories;
- (b) towing and salvage fees and assessing fees; and
- (c) Loss of Use as a result of that damage or theft,

and for the removal of doubt, Damage to the Vehicle's windscreen, lights or tyres that makes the Vehicle unroadworthy, is not fair wear and tear.

Designated Collection Location means the location specified in the Rental Agreement for collection of the Vehicle, or any other location as agreed between You and the Renter.

Designated Return Location means the location specified in the Rental Agreement for return of the Vehicle, or any other location as agreed between You and the Renter.

Handover Inspection Report means the document entitled 'Handover Inspection Report' which forms part of the Rental Agreement.

Loss of Use means the loss suffered because the Vehicle identified in the Rental Agreement is being repaired or replaced as a result of an accident or because it has been stolen and is being replaced. The amount is calculated on a daily basis at the rate shown in the Rental Agreement.

Major Breach means a breach of any of clauses XXXX of the Rental Terms and Conditions that causes Damage, theft of the Vehicle or third party loss.

Material Breach means a breach of any of clauses 3.3, 4.2, 4.3, 4.6, or 4.9 of these Terms and Conditions.

Owner Fee means the amount payable to You as identified on the Rental Agreement.

Parties means Prestige Rentals, You and the Renter.

Person includes an individual, the estate of an individual, a body politic, a corporation, an association (incorporated or unincorporated) and a statutory or other authority.

Prestige Rentals, We, Our, Us means Prestige Rentals Pty Ltd ABN 81 617 637 797.

Prestige Rentals Services means services relating to the rental of the Vehicle, including managing Rental Agreements, co-ordination of the drop off of the Vehicle at the Destination at the commencement and conclusion of each Rental Period, collection of rental fees from the Renter, payment of the Owner Fee and arranging damage cover and insurance over the Vehicle.

Privacy Policy means the privacy policy of Prestige Rentals published on the Website.

Rental Agreement, means the document entitled 'Rental Agreement for use of the Vehicle.

Rental Fees means the amount payable by the Renter to Prestige Rentals as identified on the Rental Agreement.

Rental Period means the period of time that You and Renter have agreed for use of the Vehicle as identified on the front page of the Rental Agreement.

Rental Services has the meaning in clause 5.1(b).

Rental Terms and Conditions means the terms and conditions which govern the operation of the Renter Contract for the hire of the Vehicle.

Renter means an individual, firm or company which has agreed to hire a Vehicle from You in accordance with the Renter Contract or any Additional Driver as defined in clause 3.3.

Vehicle means Vehicles made available for hire by You to a Renter in accordance with the Renter Contract and includes the Vehicle's parts, components and accessories.

Website means the www.prestige-rentals.com.au website and the content, features and services offered through it.

You means a Person who has agreed to hire out their Vehicle to a Renter in accordance with the Owner Contract.

21.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- (a) a reference to:

- (i) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
- (ii) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
- (b) headings are for convenience only and do not form part of these Terms and Conditions or affect their interpretation;
- (c) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (d) where there are two or more persons in a party each are bound jointly and severally; and
- (e) a provision of these Terms and Conditions **must** not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these Terms and Conditions or the inclusion of the provision in these Terms and Conditions .

I _____ of _____
hereby agree to Prestige Rentals Pty Ltd Owners Terms & Rental Terms.

Signed _____

Date _____