

This Agreement sets out the Applicant's rights as a member of The Network, which provides the Member with access to Smartlink. By submitting an application for membership, the Applicant agrees to be bound by these terms.

1. Eligibility requirements

An Applicant for membership must meet the following eligibility requirements to become a Member:

- the Applicant's registered office, the majority of its members, or its principal activities are located in the Territory (see definitions);
- for an Applicant wishing to become a Borrower, the Applicant must:
 - be a not-for-profit organisation or a community group;
 - lack the financial resources to access commercial hire or charter services;
 - be transport disadvantaged, being without ready access to any form of public or private transport; and
 - pay the Annual Fee; and
- for an Applicant wishing to become a Lender, the Applicant must:
 - be a not-for-profit organisation, a community group or company; and
 - own a vehicle which it intends to offer for hire on Smartlink for use by Borrowers.

2. Application

To become a Member, the Applicant must submit an application through Smartlink. The Applicant must provide accurate and up to date details for all the required fields in the application form and such other details or information requested by The Network.

3. Acceptance

Acceptance of an Applicant's application for Membership will be determined at the sole discretion of The Network, having regard to the eligibility requirements and such other matters that The Network considers appropriate.

Upon acceptance of an application, the Applicant agrees to be bound by this Agreement.

4. Member obligations

4.1 General

Members must at all times:

- comply with:
 - this Agreement;
 - the Policy;
 - any Hire Agreement entered into with another Member; and
 - all applicable laws; and
- meet the eligibility requirements for membership.

4.2 Borrowers

Borrowers must:

- pay all amounts associated with their membership and any vehicle hire booked through Smartlink;
- ensure that all drivers of hired vehicles have the appropriate qualifications to drive that vehicle;
- not, at any time, use a vehicle hired through Smartlink to obtain a financial benefit; and
- where the Borrower seeks to hire a vehicle with 10 or more seats, be registered with Transport Safety Victoria as a registered bus operator.

4.3 Lenders

Lenders must:

- ensure that any vehicle it advertises on Smartlink:
 - is properly registered and licensed for use under the *Road Safety Act 1988* and the *Bus Safety Act 2009*;
 - meets all of the requirements of all relevant legislation and regulations; and
 - is equipped with a first aid kit, fire extinguisher and such other safety features and equipment necessary for a vehicle of that type;
- insure any vehicle it advertises on Smartlink under a comprehensive insurance policy;
- supply The Network with a letter from its insurer confirming that the hire of the vehicle will not affect the insurance coverage of the vehicle (a pro-forma letter from the insurer is available on Smartlink); and
- register any vehicle advertised through Smartlink with a roadside assistance program.

5. Membership fees

5.1 Borrowers

Where the Member applies to become a Borrower, the Member must pay to The Network the Annual Fee:

- when the Member is notified that its application to become a Member has been accepted by The Network; and
- annually on the Payment Date.

5.2 Lenders

No membership fee is payable to become a Lender.

6. Payment

Prior to the Payment Date each year, The Network will issue an invoice for the Annual Fee payable by that Borrower.

Upon receipt of an invoice, the Member must pay the Annual Fee:

- on or before the Payment Date ;
- in full; and
- using one of the authorised payment methods specified on Smartlink.

7. Cessation of membership

7.1 Resignation and other matters

A Member immediately ceases to be a member where the Member:

- resigns as a Member by giving written notice to The Network;
- ceases to meet the eligibility requirements;
- if the Member is registered as a Borrower, fails to pay the Annual Fee on or before the Payment Date;
or
- becomes insolvent or is deregistered, dissolved or disbanded for any reason.

7.2 Suspension or cancellation of membership

The Network may, in its sole discretion, suspend or cancel the membership of a Member, including where the Member:

- provides false or misleading information in relation to its eligibility to become a Member;
- misuses, abuses or engages in negligent use of a hired vehicle;
- breaches the terms of this Agreement, a Hire Agreement or the Policy;
- fails to report damage or loss to a hired vehicle;
- fails to pay any amount payable to:
 - The Network under this Agreement;
 - a Lender under a Hire Agreement; or
 - a volunteer driver engaged in relation to a Hire Agreement; or
- engages in conduct which is detrimental to the interests of The Network.

Where The Network suspends or cancels the membership of a Member, The Network will:

- notify the Member in writing of the suspension or cancellation; and
- provide the Member with reasons for the suspension or cancellation.

8. Liability

8.1 To the maximum extent permitted by law, The Network will not be liable to any Member for any loss, damage, expense or other costs (including consequential loss or damage however caused) resulting from or in connection with a Member's:

- registration as a member of Smartlink;
- use or hire of a vehicle through Smartlink;
- use of Smartlink.

8.2 The liability of the Lender for a breach of a condition or warranty implied by the Australian Consumer Law in relation to the supply of services under this Agreement, which are services not ordinarily acquired for personal domestic or household use or consumption, is limited at the Lender's option, to:

- the supply of the services again; or
- the payment of the cost of having the services supplied again.

9. No relationship

Nothing in this agreement will be deemed to authorise or empower The Network to act as agent for or with its Members.

10. Variation

The Network may, from time to time, vary the terms of this Agreement or the Policy. Any variations to this Agreement or the Policy will be made available on The Network's website.

11. Definitions

In this Agreement unless expressed or implied to the contrary:

Agreement means this Membership Agreement between The Network and a Member.

Annual Fee means the annual fee of \$20.00 or such other amount specified by the Network, charged pro-rata where a Borrower becomes a Member after the annual Payment Date.

Applicant means an applicant to become a Member.

Borrower means a Member who is registered to hire vehicles advertised on Smartlink.

Business Day means Monday to Friday excluding holidays in Victoria.

Hire Agreement means an agreement between a Lender and a Borrower for the hire of a Vehicle in the form required by The Network, as amended from time to time.

Lender means a Member who is registered to advertise a vehicle for hire on Smartlink.

Member means a registered member of The Network who is authorised to access Smartlink.

Payment Date is the date specified by The Network on which the Annual Fee must be paid.

Policy means the document entitled 'Smartlink to Getting There Policies and Procedures' published by The Network, as updated from time to time.

Smartlink means the vehicle asset register operated by The Network on which Lenders may advertise their vehicles for hire, found at <www.gettingthere.net.au>.

Territory means the area falling within the municipal boundaries of Alpine Shire Council, Indigo Shire Council, Moira Shire Council, Mitchell Shire Council, Strathbogie Shire Council, Towong Shire Council, the Rural City of Wangaratta and the City of Wodonga.

The Network means The Getting There Network, operating under the auspice of Community Accessibility Inc.

12. General

Unless express or implied to the contrary in this Agreement:

- this Agreement is governed by and is to be construed in accordance with the laws of Victoria;
- if a party consists of more than one person, this Agreement binds them jointly and each of them severally;
- headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Agreement;
- any provision in this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable and if it is not possible to read down the provision, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement;
- this Agreement contains the entire understanding between the parties as to the subject matter

contained in it and all previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect;

- if a payment or other act is required to be made or done on a day which is not a business day, the payment or act must be made or done on the next following business day;
- a reference in this Agreement to:
 - a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
 - a person includes the legal personal representatives, successors and assigns of that person;
 - any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body;
 - a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Agreement;
 - this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
 - where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation'.
 - '\$' or 'dollars' is a reference to Australian dollars;
 - the singular includes the plural and vice versa; and
 - a gender includes the other genders.

Executed by the parties as an agreement

Signed for and on behalf of **The Network** in the presence of:

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Name:

Title:

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Witness

Signed for and on behalf of **the Applicant** in the presence of:

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Name:

Title:

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Witness