

# Safe Standard® – Country Annex: Australia (2025.1 Public Template)

Valid only for rentals occurring within Australia.

## ENGLISH VERSION

1. National Legal Basis Relevant Australian laws: • Australian Consumer Law (ACL) – Competition and Consumer Act 2010 • Australian Contract Law (common-law principles) • Electronic Transactions Act 1999 • Product Safety Law (mandatory standards under ACCC) • Civil Procedure rules (State/Territory courts) Jurisdiction: the court of the state/territory where the rental occurs unless agreed otherwise. Contract validity: rental agreements are valid under common-law contract principles (offer, acceptance, consideration, intention).
2. Tax and Reporting Rental income is taxable. GST: • Standard GST rate: 10% GST registration threshold: • AUD 75,000 annual turnover Record keeping: minimum 5 years (ATO requirements).
3. Liability and Insurance Liability requires negligence, damage, and causation. ACL prohibits excluding liability for: • major failures • unsafe goods Gross negligence cannot be excluded. Template limits: • 270 USD per rental • 900 USD for Mobility Recommended insurance: • Public liability insurance • Business insurance
4. Consumer Rights & Withdrawal Australia does not have an EU-style 14-day withdrawal right. Refunds: • Before handover: per agreement • After handover: only if defective, unsafe, or unusable Consumer guarantees under ACL always apply.
5. Data Protection Relevant laws: • Privacy Act 1988 • Australian Privacy Principles (APPs) Safe Standard® stores no personal data; Stripe processes payments externally. Supervisory authority: OAIC (Office of the Australian Information Commissioner).
6. Enforcement & Cross-Border Cases Handled by State/Territory courts. Foreign judgments can be recognised under the Foreign Judgments Act. Arbitration allowed if agreed in writing.
7. Use of Templates in Australia Annex is internal reference only. Steps: 1. Rental Agreement (Country: Australia) 2. Focus Checklist at handover 3. Photo Rule: No notes = no damage = no photos needed 4. Damage Invoice if required 5. Annex not given to renter.