



Ridely Australia Pty Ltd  
ABN: 25 615 083 988

## Motorcycle Rental Agreement & Terms & Conditions 2017

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### 1 Rental Contract

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- 1.1 When You rent a Vehicle from Us the contract (**Rental Contract**) You have with Us consists of two separate documents. They are:
- (a) the agreement (**Rental Agreement**) You have signed to rent the Vehicle from Us; and
  - (b) these rental Terms and Conditions (**Terms and Conditions of Rental**).
- 1.2 The date of the Rental Contract is the date shown in the Rental Agreement.

### 2 Who may drive the Vehicle?

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- 2.1 Only You or an Authorised Driver can drive the Vehicle.
- 2.2 It is a Major Breach of the Rental Contract if You or an Authorised Driver let anyone who is unauthorised drive the Vehicle. If there is a Major Breach of the Rental Contract there is no cover for You, the Authorised Driver or the unauthorised driver for any Damage, theft of the Vehicle or Third Party Loss.
- 2.3 We set minimum and maximum age limits for those renting Our Vehicles. You and any Authorised Driver must be at least 21 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of those restrictions before the Start of the Rental and it is shown in the Rental Agreement.
- 2.4 You and any Authorised Driver must also have a valid licence to drive the class of Vehicle and which is issued in an Australian state or territory or an international licence (with a translation into English if it is not issued in English) and then licence must not be subject to any restriction or condition. Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle.
- 2.5 The Vehicle **must not** be driven if Your licence or the licence of any Authorised Driver has been suspended or cancelled within 3 years of the date of the Rental Agreement.

### 3 Prohibited Use

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- 3.1 The Vehicle **must not** be driven by You or any Authorised Driver:
- (a) if You or any Authorised Driver is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law;
  - (b) recklessly or dangerously; or
  - (c) whilst the Vehicle is damaged or unsafe.
- 3.2 You and any Authorised Driver **must not** use the Vehicle:
- (a) for any illegal purpose;
  - (b) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
  - (c) to tow or push another vehicle, a trailer or boat;
  - (d) to carry more than the number of passengers for which the Vehicle is licensed;
  - (e) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
  - (f) in an unsafe or un-roadworthy condition.
- 3.3 You and any Authorised Driver **must not**:
- (a) **fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;**
  - (b) **damage the Vehicle deliberately or recklessly or allow anyone else to do so;**
  - (c) **modify the Vehicle in any way;**
  - (d) sell, rent, lease or dispose of the Vehicle; or

- (e) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

#### **4 Where the Vehicle can and cannot be used.**

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- 4.1 The Vehicle **must never** be driven:
- (a) on an Unsealed Road;
  - (b) Offroad; or
  - (c) above the snow line between 1 May and 31 October.
- 4.2 The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:
- (a) roads that are prone to flooding or are flooded;
  - (b) beaches, streams, rivers, creeks, dams and floodwaters;
  - (c) any road where the police or an authority has issued a warning;
  - (d) any road that is closed; and
  - (e) any road where it would be unsafe to drive the Vehicle.
- 4.3 The Vehicle **must never** be driven or used outside the State of Victoria unless We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

#### **5 Your obligations**

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- 5.1 The Rental Charges **must** be made on a weekly basis in advance via direct debit to Us via Ezidebit or by credit or debit card in advance for at least 30 days. If repayments are not met or defaulted, upon reasonable notice We may repossess the Vehicle.
- 5.2 At the Start of the Rental and before collecting the Vehicle You **must**:
- (a) **inspect it to make sure that any pre-existing damage is noted and shown in the Rental Agreement; and**
  - (b) **pay the Security Bond.**
- 1.1 The Security Bond is fully refundable to You at the End of the Rental provided that:
- (a) all amounts due to Us under the Rental Contract have been paid;
  - (b) the Vehicle has been returned to the Rental Location at the date and time set in the Rental Agreement;
  - (c) there is no Damage or Third Party Loss;
  - (d) the exterior and interior of the Vehicle are clean (subject to fair wear and tear);
  - (e) the Vehicle has a full tank of fuel; and
  - (f) there has not been a Major Breach of the Rental Contract,
- and We reserve the right to retain all or part of the Bond if there is a breach of any of these conditions.
- 5.3 At the End of the Rental You **must**:
- (a) return the Vehicle in the same condition it was in at the Start of the Rental, fair wear and tear excepted;
  - (b) pay the balance of Rental Charges;
  - (c) pay the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
  - (d) pay any costs We incur, including extra cleaning costs under clause 3.4, in reinstating the Vehicle to the same condition it was in at the Start of the Rental, fair wear and tear excepted; and
  - (e) pay for:
    - (i) all Damage arising from a Major Breach of the Rental Contract;
    - (ii) all Overhead Damage;
    - (iii) all Underbody Damage; and
    - (iv) any Damage caused by the immersion of the Vehicle in water.
- 5.4 You and any Authorised Driver **must** pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.
- 5.5 If We pay for any tolls, fines or infringements incurred by You during the Rental Period We will charge You an Administrative Fee for all such payments as well as charging You for the toll, fine or infringement.

- 5.6 You **must** comply with all mandatory seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened.
- 5.7 You and any Authorised Driver must make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device must be kept in Your possession, or that of any Authorised Driver, at all times.
- 5.8 You and any Authorised Driver **must** take reasonable care of the Vehicle by:
- (a) **preventing it from being damaged;**
  - (b) **making sure that it is protected from the weather;**
  - (c) **using the correct fuel type and E10 fuel must not be used in the Vehicle; and**
  - (d) **making sure it is not overloaded.**
- 5.9 If the Vehicle develops a fault during the Rental Period:
- (a) **You must inform Us immediately;**
  - (b) **You must not drive the Vehicle unless We have authorised You to do so; and**
  - (c) **You must not let anyone else repair or work on the Vehicle or tow or salvage of it without Our prior written authority to do so.**
- 5.10 Where We have given You Our prior authority to repair, tow or salvage the Vehicle You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

## **6 Servicing and Maintenance**

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- 6.1 We will provide You with a Vehicle that is of acceptable quality and in good working order taking into account the age of the Vehicle.
- 6.2 If the Vehicle breaks down during the Rental Period because of Our negligence We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.
- 6.3 We are not responsible for any consequential loss You may suffer if the Vehicle breaks down unless this is because of Our negligence.
- 6.4 It is Our responsibility to keep the Vehicle regularly serviced but if Rental Period is more than 30 days You **must** take the Vehicle into the dealership for it to be serviced.
- 6.5 We will work with You to arrange a time for the service to take place and We will pay for the service, parts, tyres and any other issues with the Vehicle providing that these issues were not caused by You or any Authorised Driver.
- 6.6 If You cannot commit to taking the Vehicle in for a scheduled service one of Our representatives will collect the Vehicle, have it serviced and return it to You on the same day but this service will incur an additional service fee of \$150. We will add this to Your next weekly rental instalment.
- 6.7 You **must** maintain the engine and brake oils and coolant level and tyre pressures and You **must** check these no less than on a weekly basis.

## **7 Damage Cover**

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- 7.1 Damage Cover is included in the Rental Charges.
- 7.2 Subject to these Terms and Conditions of Rental We will indemnify You for any Damage to the Vehicle, its theft or Third Party Loss but You **must** pay up to the amount of the Damage Excess for each separate Accident or theft claim unless We agree that You were not at fault and the other party's insurance company accepts liability.
- 7.3 An additional Damage Excess of \$500 applies to all drivers under the age of 21 years.
- 7.4 There is no Damage Cover, and You and any Authorised Driver are liable for:

- (a) **Damage, theft of the Vehicle or Third Party Loss arising from:**
    - (i) **a Major Breach of the Rental Contract; or**
    - (ii) **the use of the Vehicle by any driver who is not an Authorised Driver;**
  - (b) **Overhead Damage;**
  - (c) **Underbody Damage;**
  - (d) **Damage caused by immersion of the Vehicle in water; and**
  - (e) **wheel or tyre damage, including puncture repair.**
- 7.5 There is no Damage Cover for personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
- (a) **You;**
  - (b) **any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;**
  - (c) **any relative, friend or associate of an Authorised Driver;**
  - (d) **Your employees; or**
  - (e) **any passenger.**

## **2 Toll Charges**

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- 7.6 You **must** pay all tolls incurred related to the use of the use of the Vehicle on a toll road. We recommend the use of an eTag with a Citylink account.
- 7.7 If We receive any toll invoices for use of the Vehicle on a toll road We will forward them onto You and You **must** pay the toll invoice to the toll road operator immediately upon receipt.

## **8 Rental Period, costs & charges**

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- 8.1 The Rental Agreement shows:
- (a) **the Rental Period for which You have rented the Vehicle; and**
  - (b) **the Rental Charges.**
- 8.2 At the End of the Rental You must return the Vehicle on the date and by the time shown in the Rental Agreement. If You require the Vehicle for longer than the Rental Period, You must notify Us at least twenty four hours prior to the expiration of the Rental Period. If You fail to request an extension and You do not return the Vehicle at the scheduled time, We may terminate the Rental Contract and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.
- 8.3 The Vehicle is supplied with a full tank of fuel. If the Vehicle is returned at the End of the Rental Period with less than a full tank of fuel You will be charged for the fuel used plus an Administrative Fee.
- 8.4 At the End of the Rental You **must** also pay for all amounts owing pursuant to clause 5.3 and any moneys owed to Us thereafter accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental .
- 8.5 Any amount payable under the Rental Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If any amount is due to Us or remains unpaid You authorise Us to debit Your credit or debit card with that amount within a reasonable time after the End of the Rental.
- 2.2 If You default in the payment of any moneys owed to Us under the Rental Contract, You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.
- 8.6 **Cancellation**  
If Your booking is cancelled within 48 hours prior to the Start of the Rental or You fail to notify Us of Your intended cancellation within that same 48 hour period You will be charged the Rental Charges for the Rental Period as booked unless We are able to rent the Vehicle to another renter for an equivalent term and rate.

## **9 Accidents or breakdowns**

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- 9.1 We are not responsible for:
- (a) **Damage as a result of use of the incorrect fuel type, including the use of E10;**
  - (b) **a flat battery because the lights or entertainment systems have been left on;**
  - (c) **tyre changing;**

- (d) lost keys or remote control device; or
  - (e) keys or remote control device locked in the Vehicle,
- and extra charges will apply if any of these services are provided at Your request.
- 9.2 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.
- 9.3 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:
- (a) any person is injured;
  - (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
  - (c) the other party appears to be under the influence of drugs or alcohol,
- You or the Authorised Driver **must** also report the theft or Accident to the Police.
- 9.4 If You or an Authorised Driver has an Accident You and the Authorised Driver **must**:
- (a) exchange names and addresses with the other driver;
  - (b) obtain the names, addresses and phone numbers of all witnesses;
  - (c) not make any admission of fault or promise to pay the other party's claim or release the other party from any liability;
  - (d) forward all third party correspondence or court documents to Us within 7 days of receipt; and
  - (e) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office or any Court hearing.

## 10 Consequences of a Major Breach of the Rental Contract

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- 10.1 If You or any Authorised Driver:
- (a) **commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or**
  - (b) **drive the Vehicle in a reckless manner so that there is a substantial breach of road safety legislation, including the Crimes Act 1958 (Vic) or Parts 5 and 6 of the Road Safety Act 1986 (Vic), or equivalent legislation in other states (where You have Our prior permission to take the Vehicle interstate),**
- You and any Authorised Driver:
- (i) **have no Damage Cover;**
  - (ii) **are liable for all Damage, theft of the Vehicle and Third Party Loss; and**
  - (iii) **are liable for and must pay any additional costs or expenses We incur as direct consequence thereof.**
- 10.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of clause 11.1 has occurred.

## 11 Other general provisions

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- 11.1 The Rental Contract is governed by the laws of Victoria and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
- 11.2 The Australian Consumer Law provides You with rights that are not affected by the Rental Contract and any provision in this contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.
- 11.3 We may use GPS tracking or other electronic tools (**GPS Device**) to enable the geographical location of the Vehicle to be tracked or located. By hiring a Vehicle from Us You expressly consent to Us using a GPS Device on the Vehicle during the Rental Period and collecting, using and retaining information from the GPS Device.

## 12 Definitions

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When You read these Terms and Conditions of Rental You will see that there are a number of terms that occur regularly throughout this document. These words or phrases have a specific meaning each time they appear and You should familiarise Yourself with them.

**Accident** means an unintended and unforeseen incident, including:

- (c) a collision between the Vehicle and another vehicle or object; or
- (d) a weather event, including hail Damage,

that results in Damage or Third Party Loss.

**Administrative Fee** means a fee of up to \$55 including GST for the administrative costs associated with Your rental.

**Authorised Driver** means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

**Damage** means:

- (a) any damage to the Vehicle including its parts, components and accessories that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use,

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

**Damage Excess** means the amount, including GST, up to which You **must** pay Us in the event of an Accident that causes Damage or Third Party Loss or the Vehicle has been stolen.

**End of the Rental** means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

**GPS Device** means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities.

**Loss of Use** means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

**Major Breach** means a breach of any of clauses, 2.1, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3, 4.1, 4.2, 4.3, 5.8, 5.9, 5.10, or 6.7 that causes Damage, theft of the Vehicle or Third Party Loss.

**Off Road** means any area that is not a sealed road or an unsealed road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

**Overhead Damage** means:

- (a) Damage at or above the level of the top of the front windscreen of the Vehicle; or
- (b) Third Party Loss,

caused by:

- (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- (ii) use of a Commercial Vehicle so that its height exceeds that permitted by law, by-law, regulation or advisory sign in the area of use;
- (iii) objects being placed on the roof of the Vehicle; or
- (iv) You or any person standing or sitting on the roof of the Vehicle.

**Rental Charges** means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

**Rental Location** means .

**Rental Period** means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

**Security Bond** means the amount of up to \$750.00 We collect from You at the Start of the Rental as security for the Damage Excess and Rental Charges and other fees and charges incurred during Your rental.

**Start of the Rental** means the date and time that the rental commences as shown in the Rental Agreement.

**Third Party Loss** means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

**Underbody Damage** means any damage to the Vehicle caused by an impact to the underside of the Vehicle by an impact with the road or any obstruction that does not arise as result of an impact with another vehicle.

**Unsealed Road** means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

**Vehicle** means the Vehicle described in the Rental Agreement and includes its parts, components, tools and accessories, including the GPS unit.

**We, Us, Our**, means Ridely Australia Pty Ltd ABN 25 615 083 988.

**You, Your** means the person, whether it is an individual, a firm or company that rents the Vehicle from Us and whose name is shown in the Rental Agreement.

**I have read and agree to these Terms and Conditions of Rental.**

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_