



RIDELY

Ridely Australia Pty Ltd
328 Toorak Road,
South Yarra
VIC
3141
ABN: 25 615 083 988

Motor Scooter Rental Agreement & Terms & Conditions 2019

1 Rental Contract

- 1.1 When You rent a Scooter from Ridely 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 Scooter 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.
- 1.3 The Rental Contract permits use of the Scooter for private and some commercial purposes, and includes Damage Cover under clause 7 if the Scooter is used for food delivery.
- 1.4 The laws of the state in which the Rental Location is situated govern the Rental Contract and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
- 1.5 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.

2 Who may drive the Scooter?

- 2.1 Only You or an Authorised Driver can drive the Scooter.
- 2.2 It is a Major Breach of the Rental Contract if You or an Authorised Driver let anyone who is unauthorised drive the Scooter. 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 Scooter or Third Party Loss.
- 2.3 We set minimum and maximum age limits for those renting Our Scooters. You and any Authorised Driver **must** be at least 18 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 Scooter 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 the licence **must not** be subject to any restriction or condition. Learner drivers can drive the Scooter providing they are over 18 years of age and have a Learners Permit issued in an Australian state or territory. International Learners Permits are not accepted.
- 2.5 The Scooter **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.
- 2.6 If You chose to pick up or drop off a passenger whilst using one of Our Scooters You do so at Your own risk and We have no liability to the passenger for any loss or damage they may suffer.

3 Prohibited Use

- 3.1 The Scooter **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 Scooter is damaged or unsafe.
- 3.2 You and any Authorised Driver **must not** use the Scooter:
- (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 or trailer;
 - (d) to carry more than the number of passengers for which the Scooter 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 Scooter deliberately or recklessly or allow anyone else to do so;
 - (c) modify the Scooter in any way;
 - (d) sell, rent, lease or dispose of the Scooter; or
 - (e) register or claim to be entitled to register any interest in the Scooter under the Personal Property Securities Act 2009.

4 Where the Scooter can and cannot be used.

- 4.1 The Scooter **must never** be driven:
- (a) on an Unsealed Road;
 - (b) Off-road; or
 - (c) above the snow line between 1 May and 31 October
- 4.2 The Scooter **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 Scooter.
- 4.3 The Scooter **must never** be driven or used outside the State in which the Rental Location is situated 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

- 5.1 All moneys owed to Us under the Rental Contract, including the Rental Charges, **must** be paid:
- (a) on a weekly basis no less than 7 days in advance; and
 - (b) by direct debit via Ezidebit or by credit or debit card.

If any payment is not met by the due date or there is a default, upon reasonable notice We may repossess the Scooter and take such action as is necessary to recover the debt owed to Us, including the use of debt collectors or legal action in the courts.

- 5.2 At the Start of the Rental and before collecting the Scooter 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 of \$250.00.
- 5.3 The Security Bond is fully refundable to You provided that:
- (a) all amounts due to Us under the Rental Contract have been paid;
 - (b) the Scooter has been returned to the Rental Location at the date and time set in the Rental Agreement;
 - (c) there is no Damage to the Scooter or Third Party Loss;
 - (d) the exterior of the Scooter is clean (subject to fair wear and tear);
 - (e) the Scooter has a full tank of fuel; and
 - (f) there has not been a Major Breach of the Rental Contract.
- We reserve the right to retain all or part of the Bond if these conditions are not met.
- 5.4 The refund of the Security Bond will be made once all amounts owed under the Rental Contract have been paid and have cleared into Our account, which can take up to 14 business days.
- 5.5 At the End of Rental You **must**:
- (a) return the Scooter in a reasonable state of cleanliness and 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 (if any);
 - (c) pay the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Scooter has been stolen;
 - (d) pay any costs We incur, including extra cleaning costs under clause 5.5(a), in reinstating the Scooter to the same condition it was 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; and
 - (ii) any Damage caused by the immersion of the Scooter in water.
- 5.6 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 Scooter or release of the Scooter if it has been seized by a regulatory authority.
- 5.7 If We pay for any tolls, fines or infringements incurred by You during the Rental Period We will charge You an Administration Fee for all such payments as well as charging You for the toll, fine or infringement.
- 5.8 You and any Authorised Driver **must** make sure that the Scooter is locked when not in use or unattended and the keys **must** be kept in Your possession, or that of any Authorised Driver, at all times.
- 5.9 You and any Authorised Driver **must** take reasonable care of the Scooter 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 Scooter; and
 - (d) making sure it is not overloaded.
- 5.10 If the Scooter develops a fault during the Rental Period:

- (a) You **must** inform Us immediately;
- (b) You **must not** drive the Scooter unless We have authorised You to do so; and
- (c) You **must not** let anyone else repair or work on the Scooter or tow or salvage of it without Our prior written authority to do so.

6 Servicing and Maintenance

- 6.1 We will provide You with a Scooter that is of acceptable quality and in good working order taking into account the age of the Scooter.
- 6.2 If the Scooter breaks down during the Rental Period We will recover and repair the Scooter as soon as possible. If the Scooter cannot be repaired We will use Our best endeavours to provide a replacement Scooter where one is available.
- 6.3 We are not responsible for any consequential loss You may suffer if the Scooter breaks down unless this is because of Our negligence.
- 6.4 It is Our responsibility to keep the Scooter regularly serviced. If the Rental Period is more than 30 days We will send You an SMS no less than seven (7) days prior to the scheduled service. Unless You have Our prior agreement for an alternate date, You **must** take the Scooter to the dealership on the date and time and at the location specified in the SMS and if You fail to attend a service appointment any charges We incur will be passed onto You.
- 6.5 We will pay for the service, parts, tyres and any other issues with the Scooter providing that these issues were not caused by You or any Authorised Driver.
- 6.6 You **must** maintain the engine oil and tyre pressures and You **must** check these no less than on a weekly basis.
- 6.7 Weekly We will send You an SMS to request the Scooter's odometer reading. We use this information to determine when Your service is due. You **must** respond to this SMS within 24 hours and provide the current odometer reading on Your Scooter.

7 Damage Cover

- 7.1 Damage Cover for Third Party Loss is included in the Rental Charges but there is no Damage Cover for Damage to the Scooter or if it is lost or stolen and not recovered.
- 7.2 **Loss or Damage to the Scooter**
 - (a) If there is minor Damage to the Scooter You must pay a Damage Excess of \$250.00;
 - (b) If the Damage to the Scooter is more substantial and exceeds \$250.00 but is repairable You must pay the full Damage cost;
 - (c) If the Damage to the Scooter is so substantial that it is not repairable or it is lost or stolen and not recovered You must pay for the replacement cost of the Scooter capped at \$2,750.
 - (d) If there is any Damage to the Scooter however it has been caused You will forfeit the Security Bond which will be applied to the Damage or replacement cost.
- 7.3 **Third Party Loss**
 - (a) If there is Third Party Loss arising from an Accident You must pay a Damage Excess of \$2000 if you are between 18-20 years of age, \$1,500 if You are aged between 20-24 years of age and \$1000 if you are over 24.
 - (b) Payment of the Damage Excess under clause 7.3(a), is additional to Your obligations under clause 7.2 to pay for the repair or replacement cost of the Scooter if there is Damage to it.
- 7.4 **Damage and Damage Excess Waiver**
- 7.5 In Our sole discretion We may waive payment for Damage under clause 7.2 and payment of the Damage Excess under clause 7.3(a), but only if:
 - (a) We agree that You were not at fault; the other party is insured; and
 - (b) and the other party's insurance company accepts liability and agrees to pay Our Damage claim in full.

7.6 Damage Cover Exclusions

- (a) There is no Damage Cover, and You and any Authorised Driver are liable for:
 - (i) Damage, theft of the Scooter or Third Party Loss arising from:
 - (A) a Major Breach of the Rental Contract; or
 - (B) the use of the Scooter by any driver who is not an Authorised Driver;
 - (ii) Damage caused by immersion of the Scooter in water; and
 - (iii) wheel or tyre damage, including puncture repair.
- (b) There is no Damage Cover for personal items that are left in or stolen from the Scooter or for loss or damage to property belonging to or in the custody of:
 - (i) You;
 - (ii) any relative, friend or associate of an Authorised Driver, or
 - (iii) any passenger.

8 Toll Charges

- 8.1 You **must** pay all tolls incurred related to the use of the Scooter on a toll road
- 8.2 If We receive toll invoices for use of the Scooter on a toll road We will nominate You as the responsible driver and charge an administration fee of \$5 per nomination. The \$5 will be added to Your direct debit amount.

9 Rental Period, costs & charges

- 9.1 The Rental Agreement shows:
 - (a) the Rental Period for which You have rented the Scooter; and
 - (b) the Rental Charges.
- 9.2 At the End of Rental You **must** return the Scooter on the date and by the time shown in the Rental Agreement. If You require the Scooter for longer than the Rental Period, You **must** notify Us at least two (2) days prior to the expiration of the Rental Period or seven (7) days for long term bookings. If You fail to request an extension and You do not return the Scooter at the scheduled time, We may terminate the Rental Contract. If the location of the Scooter is known, We may recover the Scooter by lawful means. If its location is not known and if after making reasonable attempts We are unable to contact You, We will report the Scooter as stolen to the Police.
- 9.3 Four (4) days prior to the End of Rental We will send You an SMS requesting Your confirmation that You are:
 - (a) returning the Scooter at the agreed time and date shown on the Rental Agreement; or
 - (b) extending the Rental Contract.

You **must** respond to this SMS within 24 hours confirming Your intended course of action. If You are extending Your rental You **must** inform Us the proposed return date and these Terms and Conditions will continue to apply to the extended Rental Period. If You extend the Rental Period You **must** sign up, or be signed up, for a direct debit by Ezidebit of all ongoing Rental Charges and by signing the Ezidebit agreement You authorise Us, acting reasonably, to continue to direct debit those Rental Charges.
- 9.4 The Scooter is supplied with a full tank of fuel. If the Scooter is returned at the End of Rental with less than a full tank of fuel You will be charged for the fuel used plus an Administrative Fee.
- 9.5 At the End of 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 Rental.
- 9.6 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 that amount from the Security Bond.
- 9.7 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.

9.8 **Cancellation**

- (a) 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 are liable for the Rental Charges for the Rental Period as booked unless We are able to rent the Scooter to another renter for an equivalent term and rate.
- (b) The \$50 booking fee is non-refundable for all cancellations

10 **Accidents or breakdowns**

10.1 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;
- (c) tyre changing or punctures;
- (d) lost keys; and a \$50 call out fee will apply if any of these services are provided at Your request.

10.2 If You or an Authorised Driver has an Accident or if the Scooter 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.

10.3 If the Scooter is stolen or if You or an Authorised Driver of the Scooter 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.

10.4 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) take as many photos as is reasonable showing:
 - (i) the position of the Scooter and all other vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Scooter;
 - (iii) the damage to any third party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (c) obtain the names, addresses and phone numbers of all witnesses;
- (d) not make any admission of fault or promise to pay the other party's claim or release the other party from any liability;
- (e) forward all third party correspondence or court documents to Us within 7 days of receipt; and
- (f) 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.

11 **Consequences of a Major Breach of the Rental Contract**

11.1 If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Scooter or Third Party Loss; or
- (b) drive the Scooter in a reckless manner so that there is a substantial breach of road safety legislation,

You and any Authorised Driver:

- (i) have no Damage Cover;
- (ii) are liable for all Damage, theft of the Scooter and Third Party Loss; and
- (iii) are liable for and **must** pay any additional costs or expenses We incur as direct consequence.

11.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Scooter if a breach of any part of clause 11.1 has occurred.

12 Other general provisions

We may use GPS tracking or other electronic tools (**GPS Device**) to enable the geographical location of the Scooter to be tracked or located. By hiring a Scooter from Us You expressly consent to Us using a GPS Device on the Scooter during the Rental Period and collecting, using and retaining information from the GPS Device.

13 Definitions

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:

- (a) a collision between the Scooter and a vehicle or other object;
- (b) a single vehicle accident, where no other vehicle or object is involved, including dropping the Scooter or failing to park it correctly; or
- (c) a weather event, including hail or cyclone 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 Scooter 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 Scooter 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 lights, mirrors, seat or tyres that makes the Scooter 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 Scooter has been stolen.

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

GPS Device means a GPS or other device that is fitted to the Scooter 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 Scooter 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 6.6 that causes Damage, theft of the Scooter 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.

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

Rental Location means the location from which You rented the Scooter.

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

Security Bond means the amount of up to \$250.00 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 Scooters and any claim for third party loss of income.

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.

Scooter means the Scooter described in the Rental Agreement and includes its parts, components, tools and accessories, including the GPS unit and Helmet where these are rented.

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 Scooter from Us and whose name is shown in the Rental Agreement.

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

Signed: _____

Name :

Dated: _____