

Terms & Conditions

1. Rental of Motorcycle

1.1 The Renter hires the Motorcycle referred to in Item 2 of the Rental Schedule and any accessories/equipment referred to in Item 7 of the Rental Schedule for the hire period referred to in Item 8 of the Rental Schedule.

1.2 Unexpected and uncontrollable situations may require last minute substitution of a motorcycle. This may include, but is not limited to, mechanical failure, collision, damage and theft from a recent previous rental.

1.3 The Renter will return the Motorcycle to BikeRoundOz NO LATER THAN the end of the hire period as defined as return date of the Rental Schedule.

1.4 In the event of the late return of the motorcycle, a late fee will be charged in accordance with Clause 8.3 of the Terms & Conditions

2. Deposits, Rental Charge and Security Bond

2.1 A deposit of 20% per booking is required to establish and hold a reservation.

2.2 The full balance of the rental charge, as specified in rates & fees of the Rental Schedule for the specified hire period, is due one (1) week before bike collection.

2.3 The Renter will provide a security bond referred to in rates & fees of the Rental Schedule by credit card acceptable to BikeRoundOz.

2.4 The Security Bond is refundable by credit card after return of the Motorcycle and a reasonable time allowed for servicing and checking, subject to any deductions authorised by this Agreement (refer Clause 3.1)

2.5 The renter agrees to pay the other amounts set under rates & fees of the rental schedule, calculated in accordance with the price list, and any stamp duty, fees, outgoings, penalties, fines or costs imposed by any authority.

3. Service

3.1 BikeRoundOz will inspect the Motorcycle upon return of the Motorcycle from the Renter and shall deduct from the security bond the cost of repairs, replacement parts, or any other moneys owing under this Agreement.

3.2 Upon the Motorcycle becoming due for a routine service (as noted in the Maintenance and Service Schedule or as notified by BikeRoundOz) the Renter will deliver the Motorcycle to the nearest authorised service provider for its routine service, which will be undertaken at BikeRoundOz cost. If you are renting a motorcycle on a 61-90 day fixed price agreement, then the hirer is responsible for all servicing, tyres & consumables.

3.3 The period in which the Motorcycle is delivered to the authorised service provider, is serviced by the authorised service provider, and is collected from the authorised service provider forms part of the hire period.

4. Use of Motorcycle

The Renter agrees:

4.1 to keep and deliver up the Motorcycle in good order and repair (reasonable wear and tear only excepted);

4.2 not to attempt to sell, dispose of or encumber the Motorcycle in any way;

4.3 not to alter the Motorcycle, including any identifying markings, without BikeRoundOz's prior written consent;

4.4 to allow inspection of the Motorcycle at any reasonable time;

4.5 to ride and operate the Motorcycle in a skilful manner;

4.6 not to authorise or permit the Motorcycle to be ridden by any person other than the Renter or a person nominated by the Renter referred to as the Additional Driver of the Rental Schedule;

4.7 not to part with possession of the Motorcycle unless authorised in writing by BikeRoundOz;

4.8 not to permit the Motorcycle to be operated in a careless or dangerous manner, in breach of any statutes, regulations or rules in relation to the use or riding of motorcycles, nor to operate or ride the Motorcycle while under the influence of intoxicating liquors or illegal drugs;

4.9 that the Renter or any other authorised rider will hold a motorcycle licence acceptable to the relevant traffic authorities and that the Renter and any other authorised rider is over 21 years of age;

4.10 not to allow the Motorcycle to be used or operated for or in conjunction with any illegal purpose or in any time, speed, or hill climbing tests, race, rally, reliability trial or contest, stationary revving or burn outs, and shall not convey any load greater than that for which the Motorcycle was constructed;

4.11 not to allow the Motorcycle to be ridden or permit it to be ridden or otherwise used when it is in a damaged or unsafe condition; and

4.12 not to use the Motorcycle for any commercial purpose other than that expressly stated in writing in the Rental Schedule.

4.13 TRACKING DEVICE, you understand that we use and you expressly agree to our use of global positioning systems to locate the vehicle at any time.

5. Damage

5.1 Where damage occurs to the Motorcycle, mechanical difficulty arises, or the Motorcycle is involved in an accident, the Renter will immediately notify BikeRoundOz and will act in accordance with instructions given by BikeRoundOz.

5.2 If mechanical damage is caused by the misuse or abuse of the Motorcycle, the Renter will remain liable for the hire charge for the remainder of the unexpired hire period together with all repair costs, replacement parts and costs for the cancellation or postponement of the hire of the Motorcycle to future customers as a result of its unavailability. This will be calculated by determining the percentage usage, over 60 days immediately preceding the damage, and multiplying this by the number of days that the Motorcycle is unavailable.

5.3 The Renter agrees to (and will procure any authorised rider to) provide all assistance reasonably required by BikeRoundOz in relation to any accident in which the Motorcycle is involved during the hire period, including the provision of statements, information and documents and will attend court to give evidence and meet with BikeRoundOz's lawyers as required in relation to any legal action arising in connection with the hire of the Motorcycle.

5.4 Where a motorcycle has been crashed and is not able to be ridden any further, BikeRoundOz, its Agents, Assigns and Contractors are under no obligation to replace or supply another motorcycle for the completion of the journey and no compensation can be claimed by the hirer for the unused portion of the hire period.

6. Renter's Responsibilities

6.1 The Renter acknowledges responsibility to maintain the engine oil at the required level and to maintain chain tension and lubrication, as specified in vehicle section of the Rental Schedule. The engine oil, chain tension and lubrication must be checked each time the bike is ridden. Failure to check these items specified will be treated as abuse under paragraph 5.2 of this Agreement.

6.2 The Renter acknowledges that the hire and use of the Motorcycle is at the Renter's own risk and agrees that BikeRoundOz is not liable for any loss or damage:

6.2.1 to the Renter or any other person (including an authorised rider) for any property taken from the Motorcycle or otherwise lost during the hire period;

6.2.2 arising to the Renter or an authorised rider out of the breakdown of the Motorcycle; or

6.2.3 for any personal injury or property damage occasioned to the Renter or any other person from the use of the Motorcycle howsoever occurring.

6.3 The Renter shall only drive the motorcycle on road surfaces as specified by the bike variant and outlined in vehicle section of the rental schedule, in a safe and careful manner, and is to take all responsible care necessary.

6.4 The renter shall be solely responsible for all fines and penalties for speeding and/or reckless or careless driving or other violation of any statute, ordinance, by-law or regulation of any government authority when in use or operation of the motorcycle. An administration fee of AU\$50 may be charged to the Renter for discharge of these fines.

6.5 The renter is solely responsible for the ignition keys during the normal course of a riding day. Should they be lost or stolen the renter is responsible for the replacement cost of keys (including luggage and disc lock) plus loss of rental resulting from inability to use the bike.

6.6 The renter is solely responsible for damage or loss of hired accessories & equipment.

6.7 The hirer agrees to pay AU\$25 for every puncture, AU\$30 additional charge if the motorcycle is returned without a full tank of fuel, an AU\$30 daily service charge (for each calendar day used), in addition to the original toll cost.

6.8 A charge of AU\$200 applies to any motorcycle returned without being cleaned or in a reasonably clean condition.

6.9 In the event that the rider is unable to deliver the motorcycle to the agreed depot, regardless of the reason, BikeRoundOz reserves the right to charge the customer the cost of the relocation of the motorcycle to the agreed upon terminal. This cost will vary depending where the motorcycle has been left.

7. Insurance

7.1 The Motorcycle referred to in vehicle section of the Rental Schedule has a level of insurance referred as standard excess on the Rental Schedule.

7.2 Irrespective of the level of insurance that applies to this agreement, insurance does not cover the rider for:

7.2.1 Personal bodily injury or damage/loss of personal belongings.

7.2.2 Loss of rental caused by extensive damage to the motorcycle rendering it unavailable for hire.

7.3 The insurance stated at Item 6 of the Rental Schedule is void and does not apply where the Renter has breached this agreement.

7.4 The Renter is liable for the Excess amount as stated in item 6 of the Rental Schedule, regardless of fault. The "not at fault" rider will be refunded the Excess amount when the claim has been settled by payment to BikeRoundOz by the third party.

8. Late Return

8.1 Where the Renter fails to return the Motorcycle by the end of the specified hire period, BikeRoundOz may without affecting any other rights, notify the Police or any other relevant authority of the failure and take such action or proceedings as considered necessary for recovery of possession of the Motorcycle.

8.2 The Renter agrees to indemnify BikeRoundOz for all costs incurred by BikeRoundOz in connection with the recovery of the

Motorcycle. BikeRoundOz may enter any premises where it believes the Motorcycle may be located. In such event the Renter releases BikeRoundOz from any liability or damage incurred in retaking or attempting to retake the Motorcycle.

8.3 A late fee will be charged in the event of early collection or late return of the Motorcycle. This fee shall be equal to the half-day hire for the Motorcycle if the Motorcycle is returned up to half a day late. If the Motorcycle is returned more than half a day late, the fee shall be equal to a full day hire for each day or part day until its return.

9. Cancellation

9.1 In the event of a cancellation or postponement the following fees apply:

- Over 31 days prior to the start date: 20% of the total fee
- 7-30 days prior to the start date: 50% of the total fee
- 3-6 days prior to the start date: 80% of the total fee
- 48 hours or less: 100% of the total fee

9.2 There will no pro rata refunds for unused rental days irrespective of the circumstances that facilitated the early return/late pick up.

10. Withdrawal of Motorcycle

10.1 BikeRoundOz may repossess the Motorcycle at any time without demand upon BikeRoundOz becoming aware that the Renter is in breach of any term or condition of this Agreement or that the Motorcycle is damaged in any way or that continuing use of the Motorcycle would be likely to adversely affect the Motorcycle or its performance.

11. Unconditional Obligation

11.1 The Renter's obligation to pay rental charges, service fees, and any other moneys under this Agreement is absolute and unconditional. Without limitation, the Renter's payment obligations will continue notwithstanding any defect in, breakdown, accident, loss, theft or damage to the Motorcycle.

12. Condition of Motorcycle

12.1 The Renter acknowledges having examined the Motorcycle at the commencement of the hire period and agrees that the condition of the Motorcycle is as set out in Item 4.2 of the Rental Schedule.

13. Exclusion of Warranties

13.1 To the full extent permitted by law, all express and implied terms, conditions and warranties (other than the ones set out in this Agreement) are excluded.

13.2 BikeRoundOz is not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Motorcycle.

13.3 Whether or not Division 2 of part V of the Trade Practices Act, 1974 or any law to a similar effect applies, BikeRoundOz's liability for anything in relation to the Motorcycle and its use, including damage or economic loss, is limited to the maximum extent permitted by law. In any event BikeRoundOz's liability is limited, at its option, to the replacement or cost of replacement of the Motorcycle.

14. Indemnities

The Renter indemnifies BikeRoundOz against:

14.1 Any loss of or damage to the Motorcycle, however arising

14.2 Liability for any death, injury or damage to any person or property arising directly or indirectly from the Motorcycle or its use; and

14.3 Any loss or liability incurred by BikeRoundOz resulting from possession, use or operation of the Motorcycle by the Renter.

15. Interest

15.1 Where any moneys are required to be paid by the Renter to BikeRoundOz, and such moneys exceed the deposit, then BikeRoundOz is entitled to charge interest at a daily rate of fourteen (14) per cent per annum on all amounts due. BikeRoundOz will be entitled to recover from the Renter all expenses on an indemnity basis incurred in recovering any outstanding moneys from the Renter.

16. Severance

16.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable, such provision shall be severed and the remaining provisions shall continue unaffected.

17. Waiver

17.1 No waiver by BikeRoundOz of any default, breach or repudiation by the Renter will affect BikeRoundOz's rights in respect of any further or continuing default, breach or repudiation.

18. Interpretation

In this Agreement:

18.1 the singular includes the plural and vice versa;

18.2 "person" includes a firm, body corporate, unincorporated association or any other body or entity;

18.3 a reference to either party includes that party's legal personal representatives, successors and permitted assigns;

18.4 headings are inserted for convenience only and do not affect interpretation; and

18.5 where the context permits, "Motorcycle" includes any accessories or equipment referred to in rates & fees of the Rental Schedule.