

## TERMS & CONDITIONS OF HIRE

### 1. ACCEPTANCE OF TERMS

This Agreement is between Wedgetail Bikes Pty Ltd ABN 85641224044 (referred to as “Wedgetail”, “we” or “us”), and the Client described in the Wedgetail Hire Agreement submission referred to as “client” or “you”), and collectively the Parties. Hire equipment refers to bikes and scooters.

You have requested the Hire Goods set out in your Booking Confirmation. You agree and accept that our Hire Goods are provided to you on these Terms and Conditions (Terms).

You accept our Terms by making payment for the Hire Goods.

Once you have made payment for the Hire Goods, you will be sent confirmation of your payment and expiry date.

### 2. HIRE GOODS

- a. We agree to provide the Hire Goods set out in your Booking Confirmation to you for the Hire Period as stated above.
- b. We may provide the Hire Goods to you using our employees, contractors and third-party providers and they are included in these Terms.
- c. You must be at the Nominated Delivery Address on time. If you fail to be at the Nominated Delivery Address, we may choose to cancel the booking. The client will be liable to pay the delivery fee.
- d. You agree to offer a form of identification with a photograph (either a Passport or Driver’s Licence), on delivery of the Hire Goods or pick up of the Hire Goods, to confirm that your identity matches the Booking.

### 3. WEDGETAIL WARRANTY

Wedgetail represents that, to the best of its knowledge and belief, the Bike is supplied to you at the commencement of the Term: (a) in a sound and safe condition, suitable for Authorised Use; and (b) free of any known faults or defects that would affect its safe operation under normal use; and (c) in accordance with the manufacturer’s standards.

Apart from this and any other warranty or guarantee set out in this Agreement, or which you are entitled to by law, Wedgetail excludes all other warranties or guarantees.

Australian Consumer Law: Our products and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this agreement impacts your rights under Australian Consumer Law, including your right to a remedy if we fail to meet a consumer guarantee. Wedgetail will deliver a functional bike that has undergone our routine maintenance checks to ensure they are safe to ride. However, if any mechanical fault on the bicycle is identified after delivery the repair of that is covered by Wedgetail via a third party bike repair shop. Wedgetail uses & recommends the Bike Dr. in Perth City for all our mechanical repairs. The Bike Dr. is located at Shop 9/976 Hay Street, Perth.

Key point to consider:

- a. Punctures are not covered. The cost for repairing any punctures is covered by the person hiring the bike.

- b. Replacement brake pads are provided for free at the Bike Dr, however labour cost is not included.
- c. Should you suffer a mechanical fault and wish to use a local bike shop for repairs instead of our recommended bike shop, please be aware we will cover a fixed sum for issue rectification potentially resulting in some out-of-pocket expenses. Please discuss the issue with our staff if the need arises.

#### 4. SAFETY PROVISIONS

You acknowledge and agree that you are to use our Hire Goods in accordance with these safety provisions, and we are not liable for any loss, damage, or harm caused to you, if these provisions are not followed.

- a. You agree to wear a helmet while using the bike/s at all times.
- b. You agree to wear enclosed shoes at all times while using the bike/s.
- c. You agree to undertake research as to the weather conditions at the location you intend to use the bike/s. You agree to only use the bike/s in weather conditions that do not limit your visibility or significantly increase your risk of suffering injury.
- d. You will ensure the bike is in good working condition prior to each ride, and will not ride it if critical safety functions (such as brakes) are not in adequate working condition.
- e. If, at any time during the hire, a situation arises and you are unsure of the proper procedure, please contact us at [admin@wedgetailbikes.com.au](mailto:admin@wedgetailbikes.com.au)
- f. You are responsible for selecting bike paths appropriate to your skill level.
- g. At all times comply with the provisions of the WA Road Traffic Act, as amended, together with the WA Department of Transport 'Rules of The Road' <https://www.transport.wa.gov.au/licensing/rules-of-the-road.asp>, and all other applicable Government Road Safety Rules and Regulations, howsoever described whilst operating the hire equipment;
- h. You agree that in the event of damage, breakage or any arising concern impacting the hire equipment to immediately notify Wedgetail Bikes of the issue. You may do this through our website located at [www.wedgetailbikes.com.au](http://www.wedgetailbikes.com.au)
- i. You agree not to carry out any maintenance on the bike (unless prior agreement is accepted) apart from chain clean and relube. All bike maintenance is carried out by Wedgetail or our recommended bicycle shop.

#### 5. FEES AND CHARGES

- a. You agree to pay Wedgetail the following: (a) Weekly or 30-day Fees for the rental of the Bike for the relevant plan selected through our [Wedgetailbikes.com.au](http://Wedgetailbikes.com.au) website; (b) any add-ons selected through the Wedgetail website; and (c) the Deposit as set out in clause 6 below.
- b. Weekly & 30-day rental Fees are payable in advance. You are required to select the appropriate Wedgetail rental plan through the Wedgetail website via the Wedgetail Booking Agreement prior to taking possession of the Bike.

## 6. DEPOSIT

a. We require you to provide a security deposit (the "Deposit"). The Deposit is payable by you on taking possession of the Bike and will be retained by Wedgetail as security for the Bike and any other related items that will be in your possession for the duration of the rental. In the event of loss or damage to the Bike or Lock for which you are liable, Wedgetail will (on giving written notice to you), apply the Deposit (or part thereof) to the cost of necessary repairs or replacement. In the event of outstanding rental or repair fees, Wedgetail will (on giving written notice to you), apply the Deposit (or part thereof) to the satisfaction of the same. In the absence of damage, loss or outstanding fees, the Deposit will be refunded to you in full within 10 Business Days of the Expiry Date of this Agreement. Notwithstanding the foregoing, Wedgetail is not obliged to hold the Deposit on trust for you, and you agree that Wedgetail is free to treat the Deposit as its own monies, without prejudice to your Deposit refund right (where applicable) described above.

## 7. PAYMENT TERMS

You authorise Wedgetail to debit your nominated debit or credit card with the amount of the Weekly or Monthly Fees and any other Fee incurred as and when they fall due. You must pay all sums that you owe to Wedgetail under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

a. If you choose to not extend, please inform us in the last week. If you do not contact us, we will assume you are extending and will email new a new invoice to cover the following month. If you choose to extend your lease, please ensure payment for following 30 days is credited to the following account:

**Account Name: WEDGETAIL BIKES**

**BSB: 306061**

**ACCOUNT No: 0419194**

- b. Rental periods may be extended in 30-day time slots charged at agreed initial rate, but must be paid in advance prior to expiry of lease.
- c. All amounts are stated in Australian dollars.
- d. All amounts stated are inclusive of GST.
- e. The Fees and Hire Goods can be varied by written agreement between us, including by email.

## 8. CANCELLATION

- a. You may cancel your Booking Confirmation up to 24 hours before the Hire Period and we will provide you with a full refund.
- b. If you cancel your Booking Confirmation during the Hire Period, we will not provide you with a refund. This does not include the security deposit which is returned following a check of the bike or hired goods.

## 9. CLIENT OBLIGATIONS

- a. You must return the Hire Goods by the end of the Hire Period, unless otherwise agreed in writing between the parties.
- b. If the Hire Goods are not returned by the time and date of the end of the Hire Period, we will charge you a Late Fee per day until the Hire Goods are returned. If the Hire Goods are returned on the last day of the Hire Period after the specified time for return,

we will charge you a Late Fee for the following day. You must notify us as soon as possible if the Hire Goods will be returned late.

- c. You acknowledge that the operation of the bike/s and the safety of any person using the bike/s whilst it is in your possession, is your responsibility.
- d. You agree to use our Hire Goods in accordance with the safety provisions as set out in these Terms and any additional safety instructions that are provided to you by us, or attached to the bike/s and/or accessories.
- e. You acknowledge that you are responsible for ensuring that and satisfying yourself that the Hire Goods are in good working order at the time of collection, and at the commencement of each ride. If you or a third-party causes damage to the Hire Goods and accessories while in your possession or if parts of the Hire Goods or accessories are lost, you are liable to pay the costs for repairs and/or replacement.
- f. You may be liable for late payment fees if you do not clear any outstanding debt with Wedgetail by the required date as set out in the payment request.
- g. You are responsible for obtaining any consents, licences and permissions from other parties necessary for the Hire Goods to be provided, at your cost, and for providing us with the necessary consents, licences and permissions.
- h. We highly recommend sourcing separate basic insurance to cover theft.

## 10 AUTHORISED USE

Wedgetail authorises you to use the Bike during the Term for Authorised Business Use and/or Authorised Personal Use, provided that such use must not involve Unauthorised Use. Authorised Business Use includes commercial delivery services, such as document or food delivery, in accordance with local road rules and legislation. Authorised Personal Use includes operation of the Bike on roads in accordance with local road rules and legislation.

Unauthorised Use includes (but is not limited to) any business or personal use involving: (a) the operation of the Bike by any person other than you; and (b) the carriage of any person in addition to you; and (c) the towing of another person, vehicle or other object; and (d) the operation, use or involvement in any way of the Bike in violation of any laws or for an illegal purpose; and (e) any race or competition; and (f) the operation of the Bike outside of reasonable and safe parameters and in any negligent manner.

## 11. TITLE

- a. You agree to keep the Hire Goods and accessories in your custody and not to sublease, rent, sell, or otherwise transfer the Hire Goods provided to you.
- b. Only the person listed in this agreement is allowed to operate the hired bike.
- c. The Hire Goods and accessories will, at all times, remain the property of Wedgetail Bikes Pty Ltd and may be removed by us at any time after the termination of these Terms.
- d. Wedgetail shall at all times retain ownership of the Bike and you shall not allow anything to occur which might adversely affect Wedgetail's right, title or interest in the Bike. This means that: (a) you must not create or allow to be created over the Bike any lien, charge or other security or lend, lease or sell or otherwise part with possession of the Bike or represent you may do these things (save as expressly authorised by this Agreement or by Wedgetail); (b) you must not do anything that may cause any insurance of the Bike that Wedgetail has to become void or voidable; and (c) you must ensure the Bike is clearly identifiable as belonging to Wedgetail and not remove any identifying mark on the Bike.

**12. TERMINATION**

- a. The Terms automatically terminate at the collection or return of the Hire Goods.
- b. The parties may terminate the Terms by mutual agreement, by notice in writing including by email.
- c. We may terminate the Terms immediately, in our sole discretion, if:  
we consider that a request for the Hire Goods is inappropriate, improper or unlawful; for any other reason outside our control which has the effect of compromising our ability to provide the Hire Goods requested within the required timeframe; or
- d. your payment of the Fees or Security Deposit bounces or is otherwise incomplete and you do not promptly re-arrange for payment to be made.
- e. On return of the Hire Goods, we will return the Security Deposit to you, unless the condition of the Hire Goods is such (assessed at our discretion) that you forfeit some or part of the Security deposit or if the condition of the Hire Goods is contested and subject to Clause 12's dispute resolution procedure.
- f. On completion of the Hire Period, we will retain your documents (including copies) as required by law or regularity requirements. Your express or implied agreement to the Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms

**13. FEEDBACK AND DISPUTE RESOLUTION**

- a. Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about our Hire Goods, please contact any member of our staff.
- b. If there is a dispute between the Parties in relation to these Terms, the Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (Initial Meeting). If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity

**14. LIMITATION OF LIABILITY AND DISCLAIMERS**

- a. ACL: Certain legislation including the Australian Consumer Law (ACL) in the Consumer and Competition Act 2010 (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Hire Goods by us to you which cannot be excluded, restricted or modified (Statutory Rights).
- b. Our liability is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.
- c. Except for your Statutory Rights, the Hire Goods are provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- d. Hire Goods: If you are a consumer as defined in the ACL, the following applies to you: We guarantee that the Hire Goods we supply to you are rendered with due care and skill; fit for the purpose that we advertise.
- e. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Hire Goods is limited to us re-supplying the Hire Goods to you, or, at our option, us refunding to you the amount you have paid us for the Hire Goods to which your claim relates.
- f. Liability: To the extent permitted by law, we exclude all express or implied representations, conditions, guarantees, warranties and terms relating to the Hire Goods and this agreement, except those set out in this agreement. You acknowledge and agree that we are not liable for any loss, damage or injuries which occur, directly or indirectly, from the use of our Hire Goods.

**15. INDEMNITY**

- a. You are liable for and agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from any breach of these Terms; and any misuse of the Hire Goods, from or by you, your employees, contractors or agents.
- b. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our Hire Goods including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
- c. The obligations under this clause will survive termination of these Terms.

**16. ACKNOWLEDGEMENT**

You acknowledge that: (a) you have received the Bike; (b) you have read and understood this Agreement, the Wedgetail Privacy Policy (<https://wedgetailbikes.com.au/privacy-policy>), and participated in any onboarding offered by Wedgetail at the time of entering into this Agreement and agree to comply with all obligations under the same; (c) if you intend to use the Bike to make deliveries for a delivery company, you authorise us to share your details with the delivery companies you work for to confirm that you have an active account on their platform. Your personal data will at all times be governed by the Wedgetail Privacy Policy.

**17 YOUR WARRANTIES**

You warrant that you: (a) have been advised by Wedgetail that it is recommended you obtain and maintain appropriate public liability insurance coverage for loss or damage caused to persons or property in connection with your use of the Bike; (b) will only use the Bike for an Authorised Use; (c) will not use or permit the Bike to be used for any Unauthorised Use; and (d) will, at all times during the Term while the Bike is not in use, lock the Bike using the supplied Lock in accordance with all reasonable directions of Wedgetail. You indemnify Wedgetail in respect of any loss or damage arising out of any warranty given in this clause 17 being incorrect or any breach of any such warranty and will be solely responsible for all loss and damage so arising, including (but not limited to) all associated, tickets, fines, and fees.

**18 LOSS & DAMAGE (INCLUDING THEFT)**

You hereby acknowledge that you are liable for: (a) the loss of, and all damage to, the Bike during the Term of this Agreement, including as a result of theft of the Bike; and (b) all damage to any person or the property of any person: (i) which is caused or contributed to by you or any person you allow to drive the Bike, including flat tyres; or (ii) which arises from the use of the Bike by you or any person you allow to ride the Bike. If the Bike is lost or stolen, you will be liable to pay Wedgetail for the bike in line with amount of liability reduction chosen in your Booking Agreement. Such amounts payable is fair and reasonable and constitute a genuine pre-estimate of the losses suffered by Wedgetail in the event of the loss or theft of the Bike. You agree to pay such amount immediately on demand by Wedgetail. In the event of theft of the Bike, you agree to: (a) Create a police report and provide details to Wedgetail as soon as reasonably practicable after the Bike has been stolen; (b) Return all the accessories (battery, charger, locker, keys, etc) which have not been stolen and are in your possession to the nearest Wedgetail location as soon as reasonably practicable after the Bike has been stolen; (c) Provide such reasonable evidence that you locked the Bike correctly by speaking with our Wedgetail staff at the nearest Wedgetail location.

In the event of loss or damage to the Bike or other loss or damage arising in connection with the use of the Bike other than as a result of theft of the Bike, you must: (a) Promptly report the incident in writing to Wedgetail and provide Wedgetail with details of the incident including: (i) an accurate description of the incident e.g. state lost or damaged and the location; (ii) name, address and/or license number, of any other person involved; (iii) registration of any other vehicles involved; (iv) names and station of any police officers involved; and (v) any other information reasonably requested by Wedgetail; and (b) return all parts of the Bike which have not been lost or damaged (battery, charger, locker, keys, etc) to the nearest Wedgetail store location.

**19. GENERAL**

- a. Advice and Liability for Expenses. Each party must obtain its own independent legal advice and pay its own expenses incurred in negotiating, executing and stamping this Agreement.
- b. Governing law and jurisdiction: This Agreement is governed by the laws of Western Australia and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Western Australia.

I understand and accept that renting this bicycle and participating in bicycling exposes me to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good

physical health to participate in bicycling, and I confirm that I have no significant health issues that prevent me from participating in bicycling. In spite of the aforementioned risks and acknowledgements, I hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result.

## **20. WAIVER AND RELEASE**

In consideration of Wedgetail Bikes renting me this bicycle, I specifically release, and forever discharge Wedgetail Bikes and its affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Wedgetail Bikes or its affiliates, officers, agents, or employees. It is my intent by the Waiver And Release Agreement to release Wedgetail Bikes and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Wedgetail Bikes or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against Wedgetail Bikes or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

I realise the importance of wearing a helmet, and that it is a legal requirement. A helmet must be worn at all times.

I understand that this activity may result in severe injury, including but not limited to spinal or head injury.

I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions.

Wedgetail Bikes staff have answered any questions I have had.

I AM OVER 18 YEARS OF AGE (further acknowledge that I will ensure that any other person using and or riding the bike must also be over the age of 18 years), AND HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRITY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS

IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.