

1. This document sets out the terms and conditions of between Ezyride Mudgee (“Us”, “We”) and You and will be referred to as the **Terms & Conditions**.

2. You acknowledge that you have read these Terms & Conditions and agree to be bound by them.

### 3. Hire of Equipment

3.1. You have hired the use of a rental bike (including electric bike) and any associated equipment with the bike (hereinafter referred to as the “Equipment”) for an agreed period (Hire Period).

3.2. You acknowledge that you have inspected the Equipment and are satisfied that the Equipment is fit for the purpose of which you have hired it for.

#### NOTICE

**The use of the bike and associated equipment is an inherently dangerous recreational activity. Risk include but are not limited to death; serious injury to you or any other user of the Equipment; damage to the Equipment or other property, clothing and gear; and damage to and precious injury to third parties and property. Any such risk and injury may arise from not only your actions including physical exertion but also from the action, omission or negligence of others. We are not responsible for any liability, loss or damage arising from your participation in riding a bike. Parents and/or guardians acknowledge on this risk on behalf of any children, minors or incapable persons.**

### 4. Your Obligations

4.1. You agree that You will:

- (a) wear a helmet that complies with the relevant and current Australian safety standards and also wear suitable clothing at all times when using the Equipment;
- (b) comply with all New South Wales road laws, rules and regulations in force when You are using the Equipment (including but not limited to, observing traffic lights and signs and refraining from riding on the footpath excluding designated shared pathways);
- (c) return the Equipment to Us or make available for collection at the time and location as agreed with Us;
- (d) appropriately use and care for the Equipment while it is in Your possession; and
- (e) properly secure the Equipment whilst in Your possession and not being used by You.

4.2. You agree that You will not:

- (a) use the Equipment in a way that is contrary to any applicable New South Wales road laws, rules and regulations;
- (b) use the Equipment on any terrain, in an activity or in conditions which are likely to cause damage to the Equipment;
- (c) use the Equipment in a way that endangers either You or any other persons;
- (d) drink alcohol or take drugs prohibited by law when using the Equipment;

- (e) tamper with, dismantle or attempt to dismantle any of the Equipment;
- (f) remove any part of the Equipment;
- (g) exceed the maximum load that can be borne by the Equipment, being 120kg for the Bicycle, 2kg for front storage basket; and 15kg for rear rack.
- (h) allow any other person to use the Equipment.

4.3. You are responsible for the Equipment from the time you take possession of the Equipment or when the Equipment is delivered to You until it is returned to or collected by Us. You agree that you are responsible to check that the Equipment is not damaged before you take possession of the Equipment and that you will be responsible for any damage to the Equipment during the Hire Period and until you have returned the Equipment to, or it is collected by Us. In the event of the theft, disappearances, damage or destruction of the Equipment, You must report the facts to Us within 2 hours of becoming aware of such matter and, in the case of theft, You must also report the theft of the Equipment to NSW Police within 24 hours.

## 5. Safety & Use

- 5.1. You acknowledge that you have received, read and understood in its entirety our User Manual for E-Bike Hire and agree to abide by it.
- 5.2. You acknowledge that We have provided you all necessary instructions for the use of the Equipment including safety instructions and that you have understood the instructions and agree to abide by those instructions.
- 5.3. You acknowledge that We have provided you with a helmet including for any other person using the Equipment, or you have provided your own helmet. You agree to wear a helmet at all times whilst riding and accept any consequences of not wearing a helmet.

**It is a legal requirement in New South Wales that all bicycle riders must wear a helmet whilst riding a bicycle.**

- 5.4. You acknowledge that you are physically and mentally able to ride a bike and that you are familiar with bike riding and the risks involved in the activity. You further acknowledge that riding a bicycle is a dangerous recreational activity and We are not liable for any loss or damage arising from your participation in this activity. If you are the parent or guardian of a minor or incapable person you acknowledged that you have been advised of the risk on behalf of the minor or incapable person.
- 5.5. You acknowledged that you and any other person using the Equipment understand the Road Rules and will abide by all road rules whilst using the equipment. You further acknowledge and agree that you and any other person using the Equipment will not use the equipment in a reckless or dangerous manner and will take all reasonable care whilst using the equipment.

**It is a legal requirement in New South Wales that bicycle riders do not ride a bicycle under the influences of alcohol or drugs. You can be fined or imprisoned if you are found to riding under the influence of drugs or alcohol.**

- 5.6. We do not recommend that the Equipment is used at night either before sunrise or after sunset. The Equipment is not intended to be used in the rain or wet conditions.
- 5.7. You acknowledge that you are over the age of 18 years and that you will ensure that any other person using the Equipment will be over the age of 18 years.

5.8. To the extent to which we are entitled to do so under the Competitions and Consumer Act (as amended), our liability under those statutory provisions is limited to a refund of the purchase price of the hire of the Equipment for the period of which it was unusable or replacement of the Equipment for the period of which it was unusable.

## **6. Dispute Resolution**

6.1. These Terms and Conditions and any dispute relating to these Terms and Conditions will be governed by the law of New South Wales. Both You and Us submit to the non-exclusive jurisdiction of the New South Wales Courts and Courts of Appeal from them.

## **7. Fees**

7.1. You agree to pay the Hiring Fee as agreed or advertised to Us for the Hire Period.

7.2. Where the following events occur, You are liable to pay a fee to us in the following amounts:

- (a) You fail to return the Equipment to us before the end of the Hire Period or the Equipment is not available for our collection at the time and location (as prior agreed with us) to pay a fee of \$20 per hour
- (b) where there is damage to the Equipment excluding fair wear and tear, a lump sum amount based on the costs of the repair of the Equipment.

## **8. Liability**

8.1. You acknowledge that there are dangers and risks inherent with the use of the Equipment (including Bicycle riding) to which You and others may be exposed by using the Equipment.

8.2. You agree that You are using the Equipment at your own risk and have voluntarily assumed responsibility for any injury, death or property damage include to You or any other person may suffer or cause as a result of your use of the Equipment.

8.3. To the fullest extent at law, You agree to release and indemnify Us including our owners, employees, staff, workers and agents from any action, suits, costs, expenses, demands, damages, liability and loss resulting from the use of the Equipment by You or any third party.

8.4. You agree that We:

- (a) will not be liable or responsible for any death, loss, accident, damage or injury to You or any other person whatsoever which may happened as a result of your use of the Equipment; and
- (b) will not incur or be under any liability to You or any other person for any loss, damage or injury to or in respect of any of Your property or any other person's property.

8.5. To the extent to which we are entitled to do so under the Competitions and Consumer Act (as amended), We are not liable to You in respect of any liability we may have to You or any other person, in respect of any indirect or consequential loss.

8.6. You are responsible for all damage or loss to the Equipment and agree to pay for all costs, charges, fees and expenses associated with the loss, theft or damage of the Equipment whilst the Equipment is in your use or control.

## **9. Severability**

9.1. To the extent that any provision of these Terms & Conditions are illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of these Terms & Conditions; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms & Conditions.

Please tick to accept these Terms and Conditions.