

## **COOL BIKES AUSTRALIA E-BIKE RENTAL AGREEMENT**

This E-Bike Rental Agreement ("Agreement") is made between Cool Bikes Australia ("we," "us," or "our") and the renter ("you"). By signing this Agreement, you agree to the terms and conditions set out below.

### **1. TERMS AND CONDITIONS**

#### **1.1 Amending the Agreement**

We may amend this Agreement by providing you with **14 days' written notice**. If you do not agree to the changes, you must return the bike before the end of the notice period.

#### **1.2 Time is of the Essence**

All obligations outlined in this Agreement must be fulfilled promptly, as time is critical to this contract.

#### **1.3 Governing Law**

The laws of New South Wales, Australia, govern this Agreement. Both parties submit to the non-exclusive jurisdiction of NSW courts for disputes arising under this Agreement.

### **2. AUTHORIZED RIDERS AND USE**

#### **2.1 Who May Ride**

Only you or an authorised rider who meets the criteria specified below may ride the bike. Allowing any unauthorised rider to use the bike constitutes a major breach of this Agreement.

#### **2.2 Age and Licensing Requirements**

You and any authorised rider must be at least **18 years old** and not over **75**.

#### **2.3 Prohibited Activities**

The bike may not be used:

- i. For any illegal purpose, racing, or competitive events.
- ii. In off-road conditions or on prohibited terrains.
- iii. To carry passengers unless designed for such use by the manufacturer.
- iv. While under the influence of alcohol or drugs.

### **3. MAJOR BREACH**

A "Major Breach" of this Agreement occurs if you or any authorised rider:

#### **3.1. Unauthorised Riders**

Allow anyone other than you or an authorised rider to ride the bike.

#### **3.2. Prohibited Activities**

Use the bike in any of the prohibited ways outlined in Clause 2.2, including but not limited to:

- i. Riding in off-road or prohibited areas.
- ii. Riding while under the influence of alcohol or drugs.
- iii. Using the bike for racing, competitive events, or other non-authorized purposes.

### 3.3. Damage and Care Obligations

- i. Fail to take reasonable care of the bike, including securing it unattended.
- ii. Modify the bike or alter its structure, appearance, or equipment.
- iii. Deliberately or recklessly cause damage to the bike, including tampering with or removing any accessories provided by Cool Bikes Australia.

### 3.4. Safety and Compliance

- i. Ride the bike in a reckless or unsafe manner that could endanger the rider or others.
- ii. Fail to notify Cool Bikes Australia of any accident or incident involving the bike as required under **Clause 6.1**.

### 3.5. Financial and Reporting Obligations

- i. Default on any payments owed under this Agreement.
- ii. Fail to cooperate with Cool Bikes Australia in providing necessary information or reports following an incident or accident involving the bike.

### 3.6. Consequences of a Major Breach

If a Major Breach occurs:

- i. **Termination:** Cool Bikes Australia may immediately terminate this Agreement and reclaim possession of the bike.
- ii. **Liability:** You will be responsible for all damage, losses, and any third-party losses resulting from the breach.
- iii. No personal health insurance shall be provided for an accident, fall or any other slight or severe injury, disability or death caused by riding the bike. The renter waives all demands or claims for damage in connection with the abovementioned injuries.
- iv. **Additional Costs:** Cool Bikes Australia reserves the right to charge additional fees associated with reclaiming the bike, including any towing or recovery costs. (Also see clause 6.1)

## 4. RENTAL FEES AND PAYMENT TERMS

### 4.1 Bike Options and Fees Available

options:

- i. **48V40Ah Battery** (up to 8 hours): A\$70 per week
- ii. **48V50Ah Battery** (up to 10 hours): A\$75 per week
- iii. **48V70Ah Battery** (up to 12 hours): A\$80 per week

### 4.2 Payment & Security Deposit (Bond)

A refundable deposit of **A\$200** is required at the start of the rental. The deposit will be refunded upon return, minus any charges for damages or unpaid fees.

The Renter agrees to pay all rental fees and the security bond in advance using a valid credit or debit card.

Rental fees are charged immediately and are non-refundable once the rental period has commenced, except as required by Australian Consumer Law.

The security bond is collected to cover potential damages, loss, late returns, unpaid rental fees, fines, penalties, or other costs arising from the rental.

The security bond is charged immediately and may be partially or fully applied toward any outstanding amounts owed under this Agreement before any additional charges are processed

#### **4.3 Card Authorisation for Future Charges**

By accepting this agreement, the Renter expressly authorises Cool Bikes Australia to securely store their card details and to charge the card on file for any outstanding amounts arising from this rental, including but not limited to:

- additional rental days
- late return fees
- damages or repairs
- cleaning fees
- loss or theft of equipment
- unpaid fines or penalties

Charges may be processed up to 90 days after the end of the rental period and will be supported by relevant documentation upon request.

#### **4.4 Security Bond Refunds**

The security bond will be refunded only via the original payment method used at the time of booking.

Refunds will not be processed via cash or bank transfer.

Cool Bikes Australia reserves the right to retain all or part of the security bond if any costs are incurred due to damage, loss, late return, or unpaid fees.

Bond refunds may take up to 5 business days to be processed after the equipment is returned and inspected.

#### **4.5 Minimum Rental Period and Renewals**

The minimum rental period is **4 weeks**. The rental term automatically renews weekly unless terminated with **4 weeks'** written notice.

Early returns do not entitle the Renter to any refund for unused rental time

#### **4.6 Late Payment of Rental Fees (Payment Default)**

This clause applies only to late or missed rental payments and does not relate to the physical return of the bike.

If the weekly rental payment is delayed by 1 day, an additional fee of A\$10 will be applied. For a 2-day delay, an extra fee of A\$15 will be added. If the payment is overdue by more than 5 days, a late fee of A\$20 will be charged. Failure to make the payment may result in contract termination and repossession of the e-bike by Cool Bikes Australia.

#### **4.7 Chargebacks and Payment Disputes**

The Renter acknowledges that initiating a chargeback for valid and authorised charges may constitute a breach of this Agreement and acknowledges that doing so may constitute a breach of contract.

Any attempt to dispute authorised charges may result in additional administrative fees and suspension of future rentals.

### **5. CARE AND MAINTENANCE**

#### **5.1 Routine Bike Care**

The renter is required to:

- Bring the bike for service every **2,000 km** or **every 2 months**, whichever comes first.
- Use the bike responsibly to avoid damaging the battery and other components.
- Avoid leaving the battery on the bike unattended.

#### **5.2 Repairs and Damages**

You agree to return the bike in the same condition as received, accounting for everyday wear and tear. If the bike sustains damage, repair costs are the renter's responsibility unless otherwise covered by Cool Bikes Australia.

#### **5.3 Damage Reporting**

Upon receiving the bike, inspect it and report any pre-existing damage to us immediately. Failure to report may result in liability for damages upon return.

### **6. LIABILITY AND LOSS**

#### **6.1 Security and Responsibility**

You must secure the bike with the provided lock when left unattended. Batteries and other accessories should not be left on the bike even if locked. In case of theft or loss, notify Cool Bikes Australia immediately and provide a police report. You will be liable for replacement costs as follows:

- Lost bike frame:** A\$800
- Lost 48V40Ah battery:** A\$700
- Lost 48V50Ah battery:** A\$800
- Lost 48V70Ah battery:** A\$1100
- Lost Remote control, seat keys, helmet, or lock/lock keys:** A\$20 each
- Charger not returned:** A\$100

All replacement costs represent a genuine pre-estimate of loss and replacement value

#### **6.2 Non-Return, Loss or Theft**

Failure to return the equipment by the agreed date without prior approval will result in continued daily rental charges and may be treated as theft.

In cases of loss or theft, the Renter agrees to pay the full replacement value of the equipment, including accessories

## **7. ACCIDENTS AND INCIDENTS**

### **7.1 In Case of an Accident**

You must notify us immediately if an accident occurs or if the bike is stolen, providing full details and any relevant documentation. Avoid leaving the bike unattended until the necessary authorities or assistance arrive.

## **8. END OF THE RENTAL**

### **8.1 Return of the Bike**

Late return fees apply exclusively to the failure to return the Bike by the agreed date and time and are separate from any late payment penalties.

(a) You must return the Bike:

- (i) to the Rental Station or another location specified in the Rental Agreement;
- (ii) on the date and by the time indicated in the Rental Agreement;
- (iii) in a reasonably clean state;
- (iv) in the same mechanical condition as it was at the start of the rental, fair wear and tear excepted; and
- (v) with the battery charged to a minimum level of 80%.

(b) If You return the Bike:

- (i) with a battery charge level below 80%, a recharge fee of **\$15** will apply;
- (ii) earlier than the agreed date, no refund will be provided for the unused rental period;
- (iii) more than one hour after the agreed return time, **a late fee of \$70 per day** will be applied up to the cost of a full day's rental, with an additional full day's rental charged for each 24-hour period until the Bike is returned; or
- (iv) outside our normal business hours, unless pre-arranged, You will be responsible for any rental charges and potential damages until the Rental Station next opens for business.

## **9. TERMINATION**

### **9.1 Agreement Termination**

Either party may terminate this Agreement with 14 days' written notice. If you terminate early, a cancellation fee may apply.

### **9.2 Immediate Termination by Cool Bikes Australia**

We reserve the right to terminate this Agreement immediately if there is a major breach, such as allowing an unauthorised person to use the bike or using it for prohibited purposes.

## **10. OTHER TERMS AND CONDITIONS**

### **10.1 Indemnity**

You agree to indemnify Cool Bikes Australia against claims, losses, or damages arising from your use of the bike.

### **10.2 Restrictions on Use**

Riders must comply with all laws and refrain from using the bike in ways that may endanger themselves or others.

## **11. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)(PPSA)**

### **11.1 Interest is as bailee only**

You have no right to, or interest in, the Vehicle other than as a bailee and You must not endeavour to obtain any other right or interest by Yourself or Your nominee.

**11.2 Security Interest** You acknowledge that:

(a) the Rental Contract may create a security interest (Security Interest) (as that term is defined in the PPSA) in the Vehicle;

(b) We have a Security Interest in the Vehicle and the Vehicle will at all times remain subject to that Security Interest;

and

(c) We may register the Security Interest on the Personal Property Securities Register.

### **11.3 End of Rental Payments**

At the end of the rental period, you must pay:

(a) the balance of any outstanding rental charges;

(b) costs for damages, repairs, or losses incurred during the rental period;

(c) any other costs, including:

(i) recharge costs, if applicable;

(ii) additional cleaning fees if the bike is returned in an unreasonably dirty condition;

(d) any damages or losses due to a major breach of this Agreement.

### **11.4 Credit Card Authorisation and Post-Rental Charges**

As authorised under clause 4.3, by entering into this Agreement, you expressly authorise Cool Bikes Australia to charge the credit or debit card stored on file for any amounts due under this Agreement within a reasonable period after the end of the rental, including but not limited to:

(a) outstanding rental charges;

(b) late payment penalties;

(c) late return fees;

(d) administrative fees;

(e) additional cleaning or recharge fees;

(f) costs arising from damage, loss, theft, or a Major Breach of this Agreement.

Any such charges will be supported by relevant documentation and processed in accordance with applicable card scheme rules and Australian Consumer Law.

The Renter acknowledges that these charges may appear as separate transactions from the original rental payment.

### **11.5 Default in Payment**

- (a) By entering into this Agreement, you agree to pay all amounts owed under its terms.
- (b) We may, at our discretion, decline any future rentals if payments remain overdue for more than **14 days**.
- (c) If you default on any payments:
  - (i) Interest will be charged on overdue amounts at 10% per annum, or such lower rate as may be required by law, beginning seven days after the due date;
  - (ii) reasonable recovery costs, including debt collection fees, will be added to the amount owed; and
  - (iii) we may take lawful steps to recover the outstanding amounts, including engaging third-party debt recovery agencies or pursuing legal remedies where permitted by law.

### **11.6 Personal Information**

- (a) Before returning the Bike, it is your responsibility to remove any personal items, information, or data stored in or on the Bike.
- (b) We are not responsible for the removal of any personal information left on the Bike after the rental ends.

### **11.7 Personal Items Left on the Bike**

Any personal items left on the Bike at the end of the rental will be kept safely for 7 days, during which time they may be reclaimed. If not reclaimed, items may be disposed of or donated to charity as per applicable regulations.

### **11.8 Post-Rental Inspection Procedure**

- (a) We will take reasonable steps to conduct a post-rental inspection in your presence.
- (b) If you are not available, we will endeavor to conduct the inspection within one business day. If any damages are found, you will be notified promptly.

### **11.9 Failure to Return the Bike on Time or to the Designated Location**

- (a) If you fail to return the Bike by the agreed date and time:
  - (i) we may terminate this Agreement;
  - (ii) you irrevocably grant to Cool Bikes Australia Bicycle or its related entities, including its employees, contractors and agents the right to take possession of the Bike, without demand or notice, wherever the Bike may be located, without any court order or other process of law, if permitted by applicable law, and you hereby waive any and all damages occasioned by Cool Bikes Australia or its related entities, including its employees, contractors and agents taking possession of the Bike including any claim for trespass.
  - (iii) you will be liable for any recovery costs incurred.

(c) If the Bike is left at a location other than the agreed return point:

- (i) The Agreement termination will only take effect once the Bike has been collected and inspected for damages;
- (ii) you will remain responsible for any damages to the Bike until collection and inspection are completed.

## **12 GPS**

### **12.1 Location Sharing**

You consent to share location data with Cool Bikes Australia.

You may revoke this consent via a written request to Cool Bikes Australia and swapping the Bike for one that is not GPS - enabled. You authorize Cool Bikes Australia to disclose your location data to third parties without requiring additional consent from you. The use of your personal data will at all times be governed by the Cool Bikes Australia Privacy Policy.

In the event of theft Cool Bikes Australia is permitted to share the GPS location data with law enforcement authorities to assist in the recovery of the stolen Bike. However, this data will not be disclosed to you.

## **13 Your Warranties**

### **13.1 Definitions**

You warrant that you:

- (a) have been advised by Cool Bikes Australia Bicycle 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 Cool Bikes Australia Bicycle, including as set out in the Safety, Security and Maintenance Guide, as amended from time to time.

You indemnify Cool Bikes Australia in respect of any loss or damage arising out of any warranty given in this clause 21 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.

### **13.2 Limitation of Liability**

Where our products and/or services fall within the scope of the Australian Consumer Law, our liability will be limited to the extent permitted under Australian Consumer Law to (at our

option) supplying the goods or services again or the cost of replacing the goods or having the services supplied again. Neither you or Cool Bikes Australia Bicycle including its officers, directors, and employees be liable to the other, or any third party, for any incidental, special, indirect, consequential damage or loss, including but not limited to, damage or loss or loss of use, loss of time, inconvenience, commercial loss, lost profits, lost savings, lost revenues, lost business opportunities, damage to goodwill or reputation, or loss of data to the fullest extent allowed by law even if the other party or any third party has been notified of the possibility of such loss or damage (except to the extent that any such consequential loss is incurred because of a failure to meet a consumer guarantee under the Australian Consumer Law).

Where our services fall outside the scope of the Australian Consumer Law, we exclude all liability to you to the extent permitted by law including liability for consequential loss, including loss of business profits) and you hereby waive, release and discharge, on a continuing basis, all claims you have or may have against us relating to the provision of the services, however arising.

However, nothing in this Agreement is intended to exclude our liability for fraud, negligence or wilful misconduct of us, our employees, agents or contractors.

Cool Bikes Australia shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it promptly notifies the Renter of the Force Majeure event and its expected duration and uses reasonable endeavours to minimise the effects of that event.

## **14 DEFINITIONS AND INTERPRETATION**

### **14.1 Definitions**

In these Terms and Conditions:

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

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; and
- (c) weather events, including hail Damage, that results in Damage or Third Party Loss.

**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.

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, New South Wales.

**Damage means:**

- (a) any loss or damage to the Vehicle including its battery, parts, components and accessories, including the GPS (if attached any to the e-bike) unit, however caused that is not fair wear and tear;
- (b) recovery and salvage costs;

(c) assessing fees; and (d) Loss of Use, and for the removal of doubt, any Damage that makes the Vehicle not fair wear and tear. **End of the Rental** means the date and time shown in the Rental Agreement when the rental ends and by which date and time the Vehicle must be returned to Us.

**Handover Inspection Report** means the document that shows the condition of the Vehicle and lists any Damage at the time of the inspection.

**Incident Report Form** means the document You must complete and submit to Us if there is Damage to the Vehicle or it has been stolen.

**Loss of Use** means Our loss is calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it cannot be used as a result of an Accident or it has been stolen.

**Major Breach** means a breach of any of the clauses listed in clause 9.

**Off Road** means an area, surface or terrain that is not a sealed or 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.

**Personal Information** has the same meaning as in the Privacy Act 1988 (Cth).

**PPSA** means the Personal Property Securities Act 2009 (Cth).

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

**Rental Station** means the location from which the Vehicle is rented, as shown on the Rental Agreement.

**Security Deposit** means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to clause 5.3.

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

**The Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**A tracking Device** is a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data, including speed.

**Vehicle** means the Vehicle described in the Rental Agreement and includes its parts, tools, components, accessories, keys, GPS Tracking Device (if any) and any replacement Vehicle.

**We, Us, Our,** means Daniel Martins trading as Cool Bikes Australia.

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

## **14.2 Interpretation**

In these Terms and Conditions, unless the context otherwise requires:

- i. Headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation;

and

ii. where You comprises two or more persons each is bound jointly and severally.

### **15 ACCEPTANCE**

By checking the acceptance box and completing payment, the Renter confirms that they have read, understood, and agreed to all terms and conditions of this agreement.

This agreement constitutes a legally binding electronic contract.

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**Full Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_