

BEAUTIFUL E-BIKES RENTAL TERMS

RENTAL FORM		
Customer	Name: ABN: Address: Email: Phone: Customer Number:	
Beautiful E-Bikes	Name: Beautiful E-Bikes Pty Ltd ABN 35 645 571 197 operating under the business name Beautiful E-Bikes Address: North Strathfield, NSW 2137. Phone: +61 469 390 003 Email: info@beautifulbikes.com.au	
E-Bike	Brand Name: Model Number: Motor Power:	Battery: Voltage: Date of Purchase:
Collection & Return Address	As Advised	
Start Date		
Minimum Rental Period	Two weeks.	
Fees	Weekly Rental Fee: \$50 Payable: Each week in advance. Bond: \$200.	
Late Payment Charge	\$1 per day.	
Fee Payment Method	By cash or EFT as follows: Account Name: Beautiful E-Bikes Pty Ltd BSB: 082-356 Account Number: 88 130 7415	

DISCLAIMER

You understand and acknowledge that operating an E-Bike may expose you to risk, including accidents, injury or even death. You assume all risk of accidents associated with operating the E-Bike, including but not limited to injury, E-Bike failure, risks inherent in road transport, physical risks inherent in exercise, the effects of the weather, including high heat and/or humidity and the loss or damage of your or other's personal property. You understand that Beautiful E-Bikes is not liable for any loss or damage suffered (in accordance with clause 13 of this Agreement).

The term of this Rental Form and the Rental Terms (together, this '**Agreement**') will commence on the Start Date and continue until the E-Bike has been returned in accordance with this Agreement and the Fees have been paid.

By signing below, the Customer agrees to the terms and conditions of this Rental Form and the Rental Terms attached.

Signed by the Customer:	
Full name	Signature
Company name (if applicable)	Date

RENTAL TERMS

These Rental Terms, together with any Rental Form provided to a Customer, set out the agreement (this **Agreement**) under the terms of which the Customer (the **Customer, you, your**) will rent the E-Bike from Beautiful E-Bikes Pty Ltd ABN 35 645 571 197 operating under the business name Beautiful E-Bikes (**Beautiful E-Bikes, we, us, our**).

1. RENTAL FORM, THIS AGREEMENT

- (a) These Rental Terms will apply to all the Customer's dealings with Beautiful E-Bikes, including being incorporated in all agreements, quotations or orders under which Beautiful E-Bikes is to rent out an E-Bike to the Customer (each a '**Rental Form**') together with any additional terms included in a such Rental Form (provided such additional terms are recorded in writing).
- (b) The Customer will be taken to have accepted this Agreement if the Customer signs this Agreement.
- (c) Beautiful E-Bikes may accept or reject any request to rent out an E-Bike to a Customer and is under no obligation to accept any particular request.
- (d) By accepting this Agreement, the Customer acknowledges and warrants that:
 - (i) the Customer has read and agreed to these Rental Terms;
 - (ii) all information provided to Beautiful E-Bikes is true, correct and complete;
 - (iii) the Customer has the legal capacity to enter into this Agreement; and
 - (iv) before renting any E-Bike, the Customer will provide to Beautiful E-Bikes:
 - A. a copy of the Customer's valid photograph identification showing the Customer's current residential address (either a current driver's license or NSW Photo Card); and
 - B. a signed copy of this Agreement, including Schedule 1 and Schedule 2 of this Agreement.
- (e) In the event of any inconsistency between these Rental Terms and any Rental Form, the clauses of these Rental Terms will prevail to the extent of such inconsistency.

2. RENTAL

- (a) Beautiful E-Bikes rents out the E-Bike to the Customer and the Customer accepts from Beautiful E-Bikes the rental of the E-Bike for the Rental Term upon and subject to the provisions of this Agreement.
- (b) Beautiful E-Bikes rents out the E-Bike to the Customer on the terms of this Agreement in consideration for the Customer's acceptance of the terms of this Agreement, including the Customer's agreement to pay any fees and other payments that become payable under this Agreement.

3. TERM

- (a) This Agreement commences on the Start Date and will continue for the Minimum Rental Period and any Renewal Terms pursuant to clause 3(b), unless terminated earlier in accordance with its terms (the **Rental Term**).
- (b) Upon expiration of the Minimum Rental Period, this agreement will automatically renew for successive one (1) week terms (each a **Renewal Term**) until this Agreement is terminated in accordance with clause 16.
- (c) If the Customer terminates this Agreement before the Customer has paid the total Fees for the Minimum Rental Period, Beautiful E-Bikes reserves the right to deduct the balance of the Fees for the Minimum Rental Period from the Bond (in accordance with clause 5.8).

4. UPDATING DETAILS

The Customer must promptly inform Beautiful E-Bikes if their residential address or any other material details as outlined in a Rental Form change at any time during the Rental Term.

5. PAYMENT

5.1 FEES

The Customer must pay the Fees to Beautiful E-Bikes, in the amounts and at the times set out in the Rental Form or as otherwise agreed in writing.

5.2 TIME FOR PAYMENT & LATE PAYMENT CHARGE

- (a) Unless otherwise agreed in writing, if Beautiful E-Bikes issues an invoice to the Customer for any Fee, payment must be made by the time(s) specified in such invoice. All other Fees are to be paid at the time specified in the Rental Form or as reasonably directed by Beautiful E-Bikes in writing (**Due Date**).
- (b) The Weekly Rental Fee is payable in advance each week for the Rental Term.
- (c) If payment of the Weekly Rental Fee is not paid on the Due Date, for each 24-hour period that the Weekly Rental Fee is not paid from the Due Date, the Late Payment Charge will apply for each day. If the overdue Weekly Rental Fee and Late Payment Charge is not paid within 7 business days of the Due Date, Beautiful E-Bikes may terminate this Agreement in accordance with clause 16.

5.3 PAYMENT METHOD

- (a) The Customer must pay Fees using the fee payment method specified in the Rental Form.
- (b) If payment is made via electronic funds transfer, the Customer must use their Customer Number in the transfer description.

5.4 ONLINE PAYMENT PARTNER

Beautiful E-Bikes may process payments using an online payment partner (**Online Payment Partner**). In addition to this Agreement, the Customer's rental of the E-Bike will be subject to the terms and the privacy policy of the Online Payment Partner, including any 'no refunds' or 'disputes' policies, available on the Online Payment Partner's website.

5.5 GST

Unless otherwise indicated, amounts stated in a Rental Form do not include GST. In relation to any GST payable for a taxable supply by Beautiful E-Bikes, the Customer must pay the GST subject to Beautiful E-Bikes providing a tax invoice.

5.6 CARD SURCHARGES

Beautiful E-Bikes reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

5.7 CREDIT CARD STORAGE

Beautiful E-Bikes will store the Customer's credit card details for use at a later date, if required in relation to any additional charges set out in this Agreement or loss or damage to the E-Bike caused or contributed to by the Customer.

5.8 BOND

- (a) To rent out the E-Bike to the Customer, Beautiful E-Bikes requires the payment of a bond as set out in the Rental Form or as otherwise specified by Beautiful E-Bikes, to cover any fees, damage or issues with the E-Bike (**Bond**).
- (b) Upon return of the E-Bike:
 - (i) Beautiful E-Bikes may claim the Bond against any amount owed by the Customer to Beautiful E-Bikes under this Agreement; and
 - (ii) once Beautiful E-Bikes is reasonably satisfied that there has not been any damages or issues in relation to the E-Bike and the Customer does not owe any amounts to Beautiful E-Bikes, or if the owing amounts have been claimed from the Bond and there is a remaining amount, then the relevant remaining amount will be paid back to the Customer's original payment method.

Beautiful E-Bikes will endeavour to do this within 2 business days after the return of the E-Bike, where practical.

6. E-BIKE USE

6.1 PICK-UP AND RETURN

- (a) The Customer must collect the E-Bike at the Collection & Return Address on the Start Date, unless otherwise agreed between the Parties.
- (b) By signing the Original Condition Report at Schedule 2, the Customer agrees that the E-Bike is provided by Beautiful E-Bikes in the same condition as set out in the Original Condition Report and, except as noted in the Original Condition Report, is in good condition, free of defects and complete with all accessories (**Original Condition**). The Customer is solely responsible for ensuring that the Original Condition Report accurately reflects the condition of the E-Bike.
- (c) On termination of this Agreement in accordance with clause 16, the Customer must return the E-Bike to the Collection & Return Address (unless directed otherwise by Beautiful E-Bikes) in the E-Bike's Original Condition (excluding ordinary wear and tear).
- (d) The Customer is responsible for removing all personal items and/or food from the E-Bike prior to returning it. Beautiful E-Bikes has no responsibility for any personal items that are on or in the E-Bike upon return.

6.2 USE

- (a) The Customer warrants that they are and will be at all times appropriately trained and qualified to use the E-Bike.
- (b) The Customer must ensure that the E-Bike is only used:
 - (i) in a safe, proper and skillful manner;
 - (ii) with precaution and regard to the Customer's and other people's safety;
 - (iii) in such a way that ensures the E-Bike will be returned to Beautiful E-Bikes in its Original Condition;
 - (iv) strictly by the Customer only, and the Customer must ensure that no other person uses the E-Bike;
 - (v) in accordance with the E-Bike manufacturer's requirements, recommendations and instruction manuals; and
 - (vi) in accordance with all Laws, rules and regulations applicable to the E-Bike and its use, including rules relating to the use of bicycles on roads, wearing a helmet while operating a bicycle and permitted cycling locations.
- (c) The Customer must:
 - (i) keep any records in relation to the use of the E-Bike reasonably required by Beautiful E-Bikes, as notified to the Customer from time to time; and
 - (ii) keep the E-Bike in the Customer's custody at all times and when the E-Bike is unattended, keep it securely stored and locked using the lock provided by Beautiful E-Bikes.

6.3 PROHIBITED ACTIONS

- (a) The Customer must not:
 - (i) use the E-Bike for any dangerous or illegal purpose, contest or performance test;
 - (ii) use the E-Bike where the Customer has a physical or mental condition which may impact their ability to safely operate the E-Bike;
 - (iii) allow any person except the Customer to operate the E-Bike;
 - (iv) smoke or drink alcohol while using the E-Bike;
 - (v) transport another person on the E-Bike;

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- (vi) sublease, rent, sell, or otherwise transfer the E-Bike to any other person (the Customer will be solely responsible for any damage or loss caused to the E-Bike while it is in the possession of a third-party);
 - (vii) use the E-Bike under the influence of alcohol or drugs;
 - (viii) use the E-Bike when it is damaged or unsafe, including due to any technical or mechanical faults;
 - (ix) make any alterations to the E-Bike, including by attempting to remove any paint and/or stickers from the body of the E-Bike or affixing any other stickers or labelling on the body of the E-Bike; or
 - (x) affix or install any accessories, equipment or device on or to the E-Bike without Beautiful E-Bikes' prior written consent.
- (b) If the Customer breaches clause 6.3(a) above, Beautiful E-Bikes may terminate this agreement immediately in accordance with clause 16.1(a) and the Customer will be liable to pay any fees and other payments under this agreement.

7. MAINTENANCE

7.1 REGULAR SERVICES

- (a) Beautiful E-Bikes will perform general servicing to the E-Bike at regular intervals as determined by Beautiful E-Bikes (**Regular Services**).
- (b) The Regular Services may include:
 - (i) a general frame check;
 - (ii) a check of bolts, nuts and crank;
 - (iii) adjusting and aligning brakes;
 - (iv) adjusting and aligning gears;
 - (v) lubricating or replacing the chain and/or cable;
 - (vi) a wheel check and inflation, if required; and
 - (vii) cleaning of the E-Bike.
- (c) The Customer acknowledges and agrees that:
 - (i) Beautiful E-Bikes may, from time to time, notify the Customer of an inspection of the E-Bike (**Inspection**). Beautiful E-Bikes will provide the Customer at least 24 hours' notice (via email) of an Inspection. On being notified of an Inspection, the Customer must bring the E-Bike to the Collection & Return Address at the time notified by Beautiful E-Bikes;
 - (ii) during the Inspection, Beautiful E-Bikes will decide if the E-Bike requires a Regular Service. If Beautiful E-Bikes decides that a Regular Service needs to be performed, Beautiful E-Bikes will pay the cost of the Regular Service;
 - (iii) Regular Services may span the duration of 48 hours or more; and
 - (iv) during a Regular Service, Beautiful E-Bikes will not provide the Customer with a replacement E-Bike.

7.2 SPECIAL SERVICES

- (a) During the Rental Term, the E-Bike may require a special service which includes services beyond those performed during a Regular Service (for example, where an electrical component of the E-Bike needs to be replaced) (**Special Services**).
- (b) The Special Service may span the duration of 48 hours or more. Beautiful E-Bikes will promptly notify the Customer of the duration of the Special Services as soon as practicable.
- (c) During a Special Service, Beautiful E-Bikes will not provide the Customer with a replacement E-Bike. If another E-Bike is available for rental, Beautiful E-Bikes will notify the Customer and the Customer may elect to terminate this Agreement immediately and enter into a new Rental Agreement for the rental of a different E-Bike.

7.3 SERVICES GENERALLY

- (a) The Customer acknowledges and agrees that the frequency of the Regular Service or Special Service (collectively, **Services**) is at Beautiful E-Bikes' reasonable discretion and will depend on such factors as how old the E-Bike is and how often the E-Bike is used.
- (b) Services will be arranged exclusively by Beautiful E-Bikes. The Customer must not perform or attempt to perform any servicing of the E-Bike themselves or via a third party and must not attempt or allow a third party to repair, fix or otherwise alter the E-bike, including by replacing any parts of the E-Bike.
- (c) If the Customer would like to request a Service, the Customer must first make an appointment with Beautiful E-Bikes to arrange for an inspection by submitting a Request for Service Form via email (**Request for Service Form**).
- (d) Beautiful E-Bikes will consider the request, however is under no obligation to perform an inspection of the E-Bike. If Beautiful E-Bikes accepts such a request, the Customer must book an appointment at least 24 hours in advance of the requested inspection time and bring the E-Bike to the Collection & Return Address for the inspection.
- (e) Upon inspecting the E-Bike, Beautiful E-Bikes will decide if a Service needs to be performed or not. If Beautiful E-Bikes determines that a Service is not necessary, Beautiful E-Bikes will be under no obligation to perform the Service. However, if the Customer still requests the Service to be performed, such Service must be fully paid for by the Customer.
- (f) If Beautiful E-Bikes deems a Service to be necessary, such Services will be provided free of charge to the Customer.
- (g) Beautiful E-Bikes will not charge the Customer a Rental Fee for days in which the E-Bike is being Serviced, if Beautiful E-Bikes initiates such a Service or, after receiving a Request for Service Form and inspecting the E-Bike, determines that the Service is required. Beautiful E-Bikes will deduct the pro-rated Weekly Rental Fee for the days that the E-Bike is being Serviced from the Weekly Rental Fees payable for the next week following the Service.

8. TECHNICAL FAULTS, ACCIDENTS & DAMAGE

8.1 TECHNICAL FAULT

If the E-Bike breaks down or has a fault or issue during the Rental Term (**Fault**), then:

- (a) the Customer must immediately notify Beautiful E-Bikes of the Fault by submitting an Incident Report to Beautiful E-Bikes (**Incident Report**). Beautiful E-Bikes will then instruct the Customer to bring the E-Bike to the Collection & Return Address for an Inspection; and
- (b) the Customer must not attempt to use the E-Bike, if it is unsafe to do so.

8.2 LOSS, DAMAGE AND ACCIDENTS

- (a) If the E-Bike is involved in a road accident or claim during the Rental Term, or if damage or loss is sustained to the E-Bike (including if the E-Bike is lost, stolen or vandalized), the Customer, or the person or property of any third party in connection with the E-Bike, the Customer must:
 - (i) immediately report the incident in writing to Beautiful E-Bikes by submitting an Incident Report, or as soon as practicable, if the incident cannot be reported immediately;
 - (ii) not, without Beautiful E-Bikes' prior written consent, make or give any offer, promise of payment, settlement, waiver, release or admission of liability in relation to the incident, except as required by Law; and
 - (iii) provide to Beautiful E-Bikes, within a reasonable time, any statement, information or assistance which Beautiful E-Bikes or an insurer requests, including by attending a lawyer's office or a court to give evidence.
- (b) The Customer must not, and must not allow any third party, to service, repair, fix or otherwise alter the E-Bike, including replacing any parts of the E-Bike.

9. CUSTOMER'S LIABILITY IN RELATION TO LOSS, DAMAGE AND PERSONAL INJURY

- (a) The Customer will be fully responsible to Beautiful E-Bikes for:
- (i) any loss or damage to the E-Bike during the Rental Term, or otherwise when the E-Bike is in the Customer's possession, notwithstanding whether the loss or damage was the Customer's fault, and must give reasonable notice to Beautiful E-Bikes in writing of any such loss or damage; and
 - (ii) all personal injury or damage to the property of any person or any other vehicle which is caused or contributed to by the E-Bike during the Rental Term, or otherwise when the E-Bike is in the Customer's possession.
- (b) Beautiful E-Bikes will provide an invoice to the Customer for the cost of an incident described in clause 9(a) above, which must be paid at the times set out in such an invoice.

10. PERSONAL PROPERTY

Beautiful E-Bikes is not liable to any person for any loss of, or damage to, of any personal property that is left in the E-Bike after its return to Beautiful E-Bikes or stolen from the E-Bike or otherwise lost or damaged during the Rental Term.

11. OWNERSHIP, POSSESSION, TITLE AND GPS TRACKING

11.1 OWNERSHIP AND GPS TRACKING

- (a) The E-Bike is, and will at all times be and remain, the property of Beautiful E-Bikes, notwithstanding delivery of the E-Bike to the Customer or the possession and use of the E-Bike by the Customer.
- (b) The Customer will not have any right, title or interest in or to the E-Bike except as expressly set out in this Agreement.
- (c) Beautiful E-Bikes reserves the right to fit all E-Bikes with a GPS or other similar tracking device in order to locate the E-Bike at all times, however the Customer will be notified of this beforehand. The Customer must not remove, attempt to remove or otherwise tamper with such a tracking device at any time.

11.2 POSSESSION

The Customer must not, without Beautiful E-Bikes' prior written consent, part with possession of the E-Bike during the Rental Term.

12. INSURANCE

- (a) The Customer acknowledges that Beautiful E-Bikes may, in its discretion, hold insurances in relation to the E-Bike but such insurances may not cover the Customer or the Customer's use of the E-Bike and Beautiful E-Bikes will have no obligation or requirement to insure the Customer's use of the E-Bike under this Agreement. The Customer is strongly encouraged to take out adequate insurance to cover all potential liabilities that could arise from their use of the E-Bike.
- (b) If Beautiful E-Bikes notifies the Customer that it holds insurance in relation to the E-Bike, the Customer must not do or permit anything to be done which may make Beautiful E-Bikes' insurance invalid or able to be cancelled or which may increase Beautiful E-Bikes' insurance premiums.
- (c) Beautiful E-Bikes reserves the right to apply any insurance policy it does hold in respect of the E-Bike during the Rental Term, to damage or loss caused or contributed to by the Customer, however Beautiful E-Bikes is under no obligation to. If Beautiful E-Bikes chooses to make a claim under an applicable insurance policy in accordance with this clause in respect of any damage or loss during the Rental Term, the Customer will be required to pay any excess payable by Beautiful E-Bikes in respect of such a claim.

13. RISK, LIABILITY AND INDEMNITIES

13.1 RISK

- (a) The Customer will bear all risk of loss or destruction of, or damage to, the E-Bike and its accessories during the Rental Term, or otherwise when the E-Bike and its accessories is in the Customer's possession.

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- (b) The Customer assumes all risks and liability for the E-Bike and for its use, operation, maintenance, repair and storage (including but not limited to loss of profits, loss of revenue, consequential damage, inconvenience or loss of use for any period of time) and for injuries to or deaths of persons and damage to property arising in connection with such use, operation, maintenance, repair or storage.

13.2 LIABILITY

To the maximum extent permitted by applicable law, the maximum aggregate liability of Beautiful E-Bikes to the Customer in respect of loss or damage sustained by the Customer under or in connection with this agreement is limited to the total Fees paid to Beautiful E-Bikes by the Customer as at the date of the first event giving rise to the relevant liability.

13.3 PRODUCT LIABILITY AND ASSUMPTION OF RISK

The Customer acknowledges and agrees that the use of E-Bike may be potentially dangerous and could cause injuries or death to the Customer or third parties or damage to property. By renting or using the E-Bike, the Customer assumes, to the maximum extent permitted by applicable law, all the risks inherent in the use of the E-Bike, including the risk of death, injury or damage to personal property occasioned by the use of the E-Bike, regardless of how such death, injury or damage was sustained and whether as a result of malfunctions of the E-Bike or other faults of Beautiful E-Bikes.

13.4 INDEMNITY

The Customer agrees at all times to indemnify and hold harmless Beautiful E-Bikes and its officers, employees and agents ("**those indemnified**") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Customer or the Customer's officers', employees' or agents':

- (a) breach of any term of this agreement; or
- (b) negligent, fraudulent or criminal act or omission.

13.5 CONSEQUENTIAL LOSS

Beautiful E-Bikes will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by Beautiful E-Bikes, except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth) or any other applicable law.

14. WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Beautiful E-Bikes does not represent or warrant that renting an E-Bike is suitable for the Customer's particular circumstances and does not guarantee any particular outcome.
- (c) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Customer may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.

15. DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

16. TERMINATION

16.1 TERMINATION BY BEAUTIFUL E-BIKES

- (a) Beautiful E-Bikes may terminate this Agreement in whole or in part immediately by written notice (including by way of email) to the Customer for convenience or if the Customer is in breach of any term of this Agreement, including but not limited to where Beautiful E-Bikes is of the view that the Customer:
- (i) has not paid the Fees within 7 business days of the Due Date in accordance with clause 5.2(c);
 - (ii) is unable to pay their debts as they fall due;
 - (iii) has used the E-Bike in a reckless or unsafe manner or has failed to abide by road rules and regulations;
 - (iv) has performed, or has engaged any third party to perform, mechanical or technical works on the E-Bike or replaced parts of the E-Bike;
 - (v) is unfit to operate the E-Bike, for example due to injury;
 - (vi) has sub-leased the E-Bike to someone else, or has otherwise allowed a third party to use the E-Bike;
 - (vii) has failed to take reasonable care of the E-Bike;
 - (viii) is abusive to Beautiful E-Bikes' staff; or
 - (ix) has breached any provision in clause 6.3(a).

16.2 TERMINATION BY THE CUSTOMER

The Customer may terminate this Agreement by providing 1 week's written notice to Beautiful E-Bikes.

16.3 EFFECT OF TERMINATION

- (a) Upon termination of this Agreement, the Customer must promptly:
- (i) pay any outstanding Fees to Beautiful E-Bikes within 7 days' of a termination notice under this clause 16; and
 - (ii) return the E-Bike in its Original Condition to the Collection & Return Address within 48 hours of termination.
- (b) If the Customer does not comply with this clause 16.3, the Customer acknowledges and agrees that Beautiful E-Bikes may take any action required to recover the E-Bike or any loss or damage suffered, including:
- (i) charging the Customer to repair or replace the E-Bike so that it is in its Original Condition, which may include deducting funds from the Bond and/or issuing an invoice to the Customer for the repair or replacement;
 - (ii) accessing any premises where the E-Bike is located to recover or repossess the E-Bike; and

the Customer authorises Beautiful E-Bikes to take such action and will cover the costs Beautiful E-Bikes incurs in taking such action.

16.4 SURVIVAL

Any provision of this Agreement which, by its nature, would reasonably be expected to be performed after the termination, will survive and be enforceable after such termination.

17. NOTICES

- (a) A notice or other communication to a party under this agreement must be:
- (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in the Rental Form, or if no email address is specified in the Rental Form, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email**

Address). The parties may update their Email Address by notice to the other party.

- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
- (i) 24 hours after the email was sent; or
 - (ii) when replied to by the other party,
- whichever is earlier.

18. GENERAL

18.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

18.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

18.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

18.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

18.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

18.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

18.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

18.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

18.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

18.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

19. DEFINITIONS

In addition to capitalised terms defined in the Rental Form, capitalised terms used in this Agreement will have the following meanings:

Term	Meaning
Business Day	means a day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in Sydney.
Bond	has the meaning set out in the Rental Form.
Collection & Return Address	means the address specified in the Rental Form.
Customer, you, your	means a person described as such in the Rental Form.
Customer Number	has the meaning set out in the Rental Form.
Due Date	has the meaning set out in clause 5.2(a) of these Rental Terms.
E-Bike	means the E-Bike specified in the Rental Form.
Fees	has the meaning set out in the Rental Form.
Fee Payment Method	has the meaning set out in the Rental Form.
Incident Report	has the meaning set out in clause 8.1(a) of these Rental Terms, and, if the content permits, includes a notification of an incident, accident, mechanical fault, theft or vandalism involving the E-Bike.
Inspection	has the meaning in clause 7.1(c)(i) of these Rental Terms.
Late Payment Charge	has the meaning set out in the Rental Form.
Laws	means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the E-Bike is used and includes any industry codes of conduct.
Minimum Rental Period	has the meaning set out in the Rental Form.
Original Condition	has the meaning set out in clause 6.1(b) of these Rental Terms.
Regular Services	has the meaning set out in clause 7.1(a) of these Rental Terms.
Renewal Term	has the meaning set out in clause 3(b) of these Rental Terms.
Rental Form	has the meaning set out in clause 1(a) of these Rental Terms.
Rental Term	means the period of E-Bike rental, from the Start Date, set out in the Rental Form.
Request for Service Form	has the meaning set out in clause 7.3(c) of these Rental Terms.
Service	means Regular Services and Special Services.

Start Date	has the meaning set out in the Rental Form.
Special Services	has the meaning set out in clause 7.2(a) of these Rental Terms.
Weekly Rental Fee	has the meaning set out in the Rental Form.

20. INTERPRETATION

In this Agreement, the following rules of interpretation apply:

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “**person**” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(currency)** a reference to “**\$**” or “**dollar**” is to Australian currency;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “**includes**” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this Agreement or that provision.

Schedule 1 – ASSUMPTION OF RISK, WAIVER & RELEASE FORM

Waiver

Your Initials

1. You request to rent an E-Bike for use as set out in this Agreement. Your use of the E-Bike will be referred to in this Schedule 1 as “**Activities**”.
2. You understand and acknowledge that the Activities may expose you to risk, including accidents, injury, illness or even death. You assume all risk of injuries associated with participation in the Activities, including but not limited to, injury, E-Bike failure, risks inherent in road transport, physical risks inherent in exercise, the effects of the weather, including high heat and/or humidity and the loss or damage of your or other’s personal property and exclude Beautiful E-Bikes from liability.
3. Because physical exercise can be strenuous and subject you to risk of serious injury, Beautiful E-Bikes urges you to obtain a physical examination from a doctor before using the E-Bike. You agree that when you engage in the Activities, you do so entirely at your own risk.
4. You warrant and represent that you have no injuries, physical restrictions, disabilities or predispositions to sickness or injury (**Conditions**) that may affect your participation in the Activities, or that if you are aware of such Conditions, you participate in any activities provided by Beautiful E-Bikes entirely at your own risk.
5. You exclude Beautiful E-Bikes and its officers, employees and contractors, the organisers, sponsors, other participants and any other persons involved in your participation in the Activities with Beautiful E-Bikes (**Releasees**) from any demand, claim, or other proceeding in relation to any injury or death or loss or damage to personal property in connection with your participation in the Activities, whether or not caused by the negligence of a Releasee.
6. You agree to indemnify each Releasee in relation to any demand, claim or proceeding that may be brought in connection with your participation in the Activities with Beautiful E-Bikes where circumstances giving rise to such a demand, claim, or proceeding were caused or contributed to by you or your breach of this Agreement.
7. You agree that should any part of this Agreement and waiver be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this Agreement and waiver will remain in full force.

SCHEDULE 2 – ORIGINAL CONDITION REPORT

- | | | |
|-----|--|----------|
| 1. | Does the front light of the E-Bike work properly? | Yes / No |
| 2. | Does the rear light of the E-Bike work properly? | Yes / No |
| 3. | Does the brake of the front wheel work properly? | Yes / No |
| 4. | Does the brake of the rear wheel work properly? | Yes / No |
| 5. | Does the gear system work properly? | Yes / No |
| 6. | Does the Pedal Assist System (PAS) work properly? | Yes / No |
| 7. | Can you adjust the E-Bike's speed properly? | Yes / No |
| 8. | Does the Pedal Assist System (PAS) monitor work properly? | Yes / No |
| 9. | Is the Pedal Assist System (PAS) monitor without any scratches and/or marks? | Yes / No |
| 10. | Does the E-Bike kickstand work properly? | Yes / No |
| 11. | Have you received a helmet with the E-Bike? | Yes / No |
| 12. | Have you received a lock with the E-Bike? | Yes / No |
| 13. | Does the mobile phone holder work properly? | Yes / No |
| 14. | Have you received a pump with the E-Bike? | Yes / No |
| 15. | Have you received the battery charger? | Yes / No |
| 16. | Have you done a test ride? | Yes / No |

Are there any issues you would like to inform Beautiful E-Bikes before hiring the E-Bike? (write below)
