

WORTHINGTON MOTORCYCLES RENTAL

ABN 54 121 636 002

RENTAL TERMS AND CONDITIONS

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RENTAL TERMS AND CONDITIONS

1 Introduction

1.1 Rental Contract

Your contract to hire a Motorcycle from Us (**Rental Contract**) comprises:

- (a) the agreement (**Rental Agreement**) You have signed to hire the Motorcycle from Us;
- (b) the Handover Inspection Report; and
- (c) these rental Terms and Conditions (**Terms and Conditions**);

and together they create binding and enforceable legal obligations.

1.2 Relevant law

The Rental Contract is governed by the laws of the Commonwealth of Australia and the state in which the rental agreement is signed and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 The Australian Consumer Law

- (a) You have consumer rights conferred by The Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.
- (b) If, but for this clause, a provision of these Terms and Conditions would be deemed "unfair" within the meaning of Part 2-3 of The Australian Consumer Law, then:
 - (i) they will be construed to operate without those parts of that provision that deem it to be "unfair" and, if that is not possible, such provision will be of no effect; and
 - (ii) the balance of these Terms and Conditions will continue unaffected.

1.4 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

1.5 Amending these Terms and Conditions

We may amend these Terms and Conditions by providing You with 30 days' notice in writing. If You do not accept the amendments or replacement, You **must** return the Motorcycle prior to the end of the 30 day period.

1.6 Public safety

- (a) At the Start of the Rental We will conduct a short induction to make sure You are familiar with the handling of the Motorcycle and its controls. This may require You to ride the Motorcycle for a short test ride so that We are satisfied You have the competence to safely ride the Motorcycle during the Rental Period.
- (b) Safety is Our principal concern, and if in Our sole opinion You do not have the skill or competence to ride the Motorcycle safely We may decline the rental. If that should occur, any prepaid charges will be refunded in full.

2 Who may ride the Motorcycle?



IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of any part of this clause 2 and may result in the Motorcycle's repossession. See clause 12.1 (Major Breach) for further details.

2.1 Authorised Riders

- (a) Only You or an Authorised Rider, who each meet all of the requirements of this clause 2, can ride the Motorcycle.
- (b) Allowing anyone who is not an Authorised Rider to ride constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Rider from all entitlement to Damage Cover indemnity under clause 8 of these Terms and Conditions.

2.2 Age limits

- (a) There is a minimum and maximum age limit for those renting Our Motorcycles.
- (b) You and any Authorised Rider **must** be at least 30 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

2.3 Licence requirements

- (a) You and any Authorised Rider **must** also have a current valid licence to ride the Motorcycle which is:
 - (i) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
 - (ii) valid for the state or territory in which the Motorcycle is ridden if the licence was issued in a different state or territory or an overseas country;

- (iii) appropriate for the class of the Motorcycle; and
 - (iv) not subject to any restriction or condition.
- (b) Learner riders and provisional and probationary licence holders are not acceptable and **must not** ride the Motorcycle.

2.4 Cancelled and suspended licences

The Motorcycle **must not** be ridden by You or an Authorised Rider if Your licence or that of the Authorised Rider:

- (a) is cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) has been cancelled or suspended, within three (3) years of the date of the Rental Agreement.

2.5 Prior insurance history

The Motorcycle **must not** be ridden by You or an Authorised Rider if either You or the Authorised Rider has been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer at any time prior to entering into the Rental Contract.

3 Prohibited Usage



IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of any part of this clause 3 and may result in the Motorcycle's repossession. See clause 12.1 (Major Breach) for further details.

3.1 Prohibited driving

The Motorcycle **must not** be ridden by You or any Authorised Rider:

- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
- (b) recklessly or dangerously; or
- (c) whilst there is Damage to the Motorcycle or it is unroadworthy or unsafe.

3.2 Prohibited use

You and any Authorised Rider **must not**:

- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
- (b) use the Motorcycle:
 - (i) for any illegal purpose;
 - (ii) to move or carry dangerous, hazardous, biohazardous, infectious, or inflammable, goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (iii) to carry or transport illegal drugs or substances;
 - (iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
 - (v) in racing, rallies, reliability trials, speed or hill climbing tests, or for testing in preparation thereof; or
 - (vi) in an unsafe or unroadworthy condition; or
- (c) use a mobile phone whilst the Motorcycle is moving or stationary (unless it is parked):
 - (i) to make or receive a phone call;
 - (ii) to send a text message, video message, or email;
 - (iii) to perform any audio function; or
 - (iv) as a navigational device,

unless the body of the phone is securely mounted on the Motorcycle and its operation does not involve scrolling on the device or entering information, text, numbers or symbols, except if that operation can be performed using voice controls only.

3.3 Prohibited actions

- (a) You and any Authorised Rider **must not**:
 - (i) damage the Motorcycle deliberately, intentionally, maliciously or recklessly or allow anyone else to do so;
 - (ii) modify the Motorcycle in any way or make any alteration or addition to it and no decals, branding or logos may be applied or removed from the Motorcycle;
 - (iii) sell, rent, lease or dispose of the Motorcycle; or
 - (iv) register or claim to be entitled to register any interest in the Motorcycle under the Personal Property Securities Act 2009.
- (b) You and any Authorised Rider **must not** use the Motorcycle to carry:
 - (i) more than one pillion passenger; or
 - (ii) any load that exceeds the limits for which the Motorcycle was designed, constructed, registered or licenced.

4 Prohibited areas of use



IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of any part of this clause 4 and may result in the Motorcycle's repossession. See clause 12.1 (Major Breach) for further details.

4.1 General prohibited areas

The Motorcycle **must never** be ridden:

- (a) on any Unsealed Road **unless**:
 - (i) it is a well maintained road;
 - (ii) it is to access recognised tourist attractions, accommodation or camping grounds;
 - (iii) Your speed does not exceed 80 kilometres per hour; and
 - (iv) You reasonably consider the condition of the road surface and Your speed of travel will not cause Damage to the Motorcycle;
- (b) Off Road;
- (c) above the snow line in Victoria and New South Wales between 1 May and 31 October or in any area where snow has fallen or is likely to fall;
- (d) on roads that are prone to flooding or are flooded;
- (e) on beaches or on sand dunes;
- (f) on any road:
 - (i) where the police or an authority has issued a warning;
 - (ii) that is closed; or
 - (iii) where it would be unsafe to drive the Motorcycle;
- (g) through, streams, rivers, creeks, dams and floodwaters; or
- (h) onto any island with the exception of:
 - (i) Kangaroo Island;
 - (ii) Stradbroke Island;
 - (iii) Bribie Island; or
 - (iv) Phillip Island.

4.2 Specific prohibited areas

The Motorcycle **must never** be ridden or taken:

- (a) in Queensland:
 - (i) north of Chillagoe or west of Georgetown;
 - (ii) north of Cooktown or Laura;
 - (iii) on the Burke Development Road;
 - (iv) north of Maggieville;
 - (v) on Unsealed Roads north and west of Mt Isa;
 - (vi) on the Bloomfield track; or
 - (vii) on the Savannah Way;
- (b) in South Australia:
 - (i) to Mount Dare;
 - (ii) on the Strzelecki Track;
 - (iii) on the Oodnadatta Track; or
 - (iv) on the road to Dalhousie Springs;
- (c) in the Northern Territory:
 - (i) on the roads to Jim Jim Falls or Twin Falls; or
 - (ii) on the Larapinta and Namatjira Drives, commonly known as the Mereenie Loop,
- (d) in Western Australia:
 - (i) on the Unsealed Road section of the Cape Leveque Road;
 - (ii) on the Canning Stock Route;
 - (iii) on the road to Windjana Gorge;
 - (iv) on the Cardabia - Ningaloo Road;
 - (v) on the Gibb River Road; or
 - (vi) on the access road from the Great Northern Highway to the Purnululu National Park;
- (e) through or across the Simpson Desert in South Australia, Queensland and the Northern Territory;
- (f) on the Tanami Track and the Gunbarrel Highway in Western Australia and the Northern Territory; or
- (g) to Tasmania.

5 Your obligations



IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of clause 5.1 and may result in the Motorcycle's repossession. See clause 12.1 (Major Breach) for further details.

5.1 No false and misleading information

- (a) You and any Authorised Rider **must** take all reasonable steps to ensure that the information supplied to Us at the Start of Rental is accurate, complete and up-to-date and is not false or misleading.
- (b) In entering into the Rental Contract with You We have relied upon the information You and any Authorised Rider have provided to Us and:
 - (i) the wilful supply of false or misleading information, including false name, age, address, occupation or rider's licence details; or
 - (ii) acting in collusion with any other person to supply such false or misleading information, is a Major Breach of the Rental Contract.

5.2 Start of the Rental

At the Start of the Rental and before collecting the Motorcycle You **must**:

- (a) present Your rider's licence and that of any Authorised Rider and permit copies of the riders' licences to be made and kept by Us;
- (b) present Your passport if You are not an Australian citizen;
- (c) fully inspect the Motorcycle to ensure that the condition of the Motorcycle and any pre-existing damage is accurately noted and shown in the Handover Inspection Report and if there is any discrepancy You **must** notify Us prior to leaving the Rental Station; and
- (d) pay the anticipated Rental Charges and the Security Deposit.

5.3 Security Deposit

- (a) The Security Deposit will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Rental Contract and is fully refundable to You ten (10) Business Days after the End of the Rental provided that:
 - (i) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;
 - (ii) the Motorcycle has been returned to the Rental Station at the date and time set in the Rental Agreement;
 - (iii) there is no Damage (except for reasonable wear and tear) or Third Party Loss or if there is Damage or Third Party Loss, the Damage Excess has been paid;
 - (iv) the exterior and interior of the Motorcycle are clean;
 - (v) the Motorcycle has a full tank of fuel; and
 - (vi) there has not been a Major Breach of the Rental Contract.
- (b) If at the End of the Rental You fail to pay any of the amounts in clause 5.3(a) for which You are liable, We will apply the Security Deposit against those outstanding amounts.

6 Care of the Motorcycle



IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of any part of this clause 6 and may result in the Motorcycle's repossession. See clause 12.1 (Major Breach) for further details.

6.1 Motorcycle to be locked and keys kept in Your possession

- (a) You and any Authorised Rider must make sure that the Motorcycle is locked when not in use or unattended and the keys must be kept in Your possession, or that of any Authorised Rider, at all times and never left in the ignition when the Motorcycle is unattended.
- (b) In the event of a theft of the Motorcycle, You **must** be able to produce the keys to Us **unless** You can provide a reasonable explanation for being unable to do so.

6.2 Reasonable care

You and any Authorised Rider **must** take reasonable care of the Motorcycle by:

- (a) preventing it from being damaged;
- (b) making sure that it is protected from the weather;
- (c) properly securing any goods, property or equipment carried on the Motorcycle;
- (d) maintaining the engine and brake oils and coolant level and tyre pressures;
- (e) using the correct fuel type (and never E10); and
- (f) making sure it is not overloaded.

6.3 Notification of Motorcycle fault

- (a) You **must** inform Us immediately if:
 - (i) a warning light or fault message appears;

- (ii) You see or become aware of low engine or brake oils, or engine coolant levels; or
- (iii) the Motorcycle develops any fault during the Rental Period.
- (b) If You fail to notify Us and continue to use the Motorcycle You will be responsible for any Damage or Third Party Loss.

6.4 Repair without authority prohibited

You **must not** let anyone else repair or work on the Motorcycle or tow or salvage it without Our prior written authority to do so.

6.5 Staying with the Motorcycle after an Accident

You **must not** leave the Motorcycle unattended following an Accident and before the arrival of a tow or salvage operator unless You or a pillion passenger has been injured and require medical attention or You are directed to do so by the police.

7 Rental Period, costs and charges

7.1 Your Rental

Your rental of the Motorcycle from Us is for the Rental Period and at the rate shown in the Rental Agreement.

7.2 Extending the Rental Period

- (a) We understand that circumstances change and that You may require the Motorcycle for longer than the Rental Period. If so, You **must** notify Us **no less** than 24 hours prior to the expiration of the Rental Period.
- (b) If You request an extension, the Rental Charges for the extended Rental Period **must** be paid on that day. By requesting the extension You agree these Terms and Conditions continue to apply to the extended Rental Period.
- (c) If You fail to notify Us at least 24 hours before the expiration of the Rental Period that You require an extension, and fail to return the Motorcycle on the scheduled date and at the time shown in the Rental Agreement, We may:
 - (i) terminate the Rental Contract; and
 - (ii) recover the Motorcycle (see clause 7.9).

7.3 Cancellation and 'No Show'

- (a) You will be charged the Rental Charges for the Rental Period as booked if:
 - (i) Your booking is cancelled within 24 hours prior to the Start of the Rental; or
 - (ii) You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Motorcycle;

unless We are able to rent the Motorcycle to another renter for an equivalent term and rate.
- (b) A cancellation is not effective until acknowledged and confirmed by Us.

7.4 Fines and infringements

- (a) You and any Authorised Rider **must** pay:
 - (i) fines or charges imposed for parking;
 - (ii) infringements and fines imposed for speeding and other driving offences; and
 - (iii) fines or charges imposed for release of the Motorcycle if it has been seized by a regulatory authority.
- (b) An administrative fee applies if We are required to nominate You as the responsible rider if any fine or infringement is unpaid.

7.5 Tolls

- (a) You and any Authorised Rider **must** pay all tolls.
- (b) If an electronic tag (**e-tag**) is fitted for use of the Motorcycle on toll roads:
 - (i) the e-tag **must not** be removed from the Motorcycle; and
 - (ii) all toll charges will be debited from Your nominated credit card within a reasonable time after We receive an invoice from the toll road operator and prior to refund of the Security Deposit.
- (c) If an e-tag is not fitted to the Motorcycle:
 - (i) it is Your responsibility to fit an e-tag to the Motorcycle or purchase a day pass for payment of tolls when using the Motorcycle on toll roads; and
 - (ii) If You fail to do so and We are required to nominate You as the responsible party We will charge You an administrative fee for each nomination.

7.6 Accessories for hire

- (a) At extra cost, You may also hire accessories such as helmets, gloves, jackets and goggles.
- (b) You will be charged the replacement cost if any of the accessories are missing or not returned in the same condition as at the Start of Rental, subject to fair wear and tear.

7.7 Return of the Motorcycle

- (a) You **must** return the Motorcycle:
 - (i) to the Rental Station;
 - (ii) on the date and by the time shown in the Rental Agreement;
 - (iii) in a reasonable state of cleanliness;

- (iv) in the same mechanical condition, it was in at the Start of the Rental, fair wear and tear excepted; and
 - (v) with a full tank of fuel.
- (b) If You return the Motorcycle:
- (i) with less than a full tank of fuel a refuelling charge of \$55 (including GST) plus the cost of the fuel, will apply;
 - (ii) earlier than the date shown in the Rental Agreement there is no entitlement to a refund;
 - (iii) more than one hour after the date and time set for its return in the Rental Agreement, We will charge You \$25 per hour up to one full day's rental and a further full day's rental at the standard rate for each 24 hour period or part thereof until the Motorcycle is returned to Us; or
 - (iv) at any time outside Our normal business hours, You **must** pay for the daily Rental Charges and all Damage until the Rental Station next opens for business **unless** We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

7.8 Post rental inspection procedure

- (a) We will take reasonable steps to conduct a post rental inspection in Your presence; and
- (b) If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within one (1) Business Day and if Damage is detected, We will notify You as soon as it is reasonably practical to do so.

7.9 Failure to return the Motorcycle on time or to the Rental Station

- (a) If You fail to return the Motorcycle on the scheduled date and at the time shown in the Rental Agreement, We may:
 - (i) terminate the Rental Contract; and
 - (ii) if the location of the Motorcycle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Motorcycle as stolen to the police.
- (b) If the Motorcycle is left at any other place than the Rental Station from which it was hired:
 - (i) the termination of the Rental Contract will take effect only after the Motorcycle has been collected by Us and an inspection for Damage has occurred; and
 - (ii) You are responsible for Damage to the Motorcycle up until this time of the collection and inspection.

7.10 End of the Rental requirements

At the End of the Rental, You **must** pay:

- (a) the balance of the Rental Charges, including any charges for excess kilometres (if any);
- (b) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Motorcycle is stolen;
- (c) any costs We incur, including:
 - (i) refuelling costs; and
 - (ii) extra cleaning costs;
- (d) for all Damage and Third Party Loss arising from a Major Breach of the Rental Contract; and
- (e) for all Damage and Third Party Loss for which Damage Cover is excluded pursuant to clause 8.1 or reduced pursuant to clause 8.2.

7.11 Credit card authority

By signing the Rental Agreement You authorise Us to debit Your credit card within a reasonable time after the End of the Rental for any amount that is due to Us or remains unpaid, including:

- (a) the Rental Charges;
- (b) tolls;
- (c) speeding and traffic fines and infringements;
- (d) fines or charges imposed for parking;
- (e) administrative charges for unpaid tolls, fines or infringements;
- (f) extra cleaning costs;
- (g) refuelling costs;
- (h) the Damage Excess; or
- (i) any amount due to Us as a result of a Major Breach.

7.12 Default in payment

If You default in the payment of any moneys owed to Us under the Rental Contract:

- (a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting seven (7) days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
- (b) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
- (c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up-to-date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in

accordance with the Privacy Act 1988 (Com) to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

7.13 Termination of the Rental Contract through bankruptcy or insolvency

We may terminate the Rental Contract if:

- (a) You become bankrupt, insolvent, convene a meeting with Your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of Your creditors; or
- (b) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of You or any of Your assets.

8 Damage Cover

8.1 Damage Excess

- (a) Standard Damage Cover is included in the Rental Charges.
- (b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Rider for any Damage to the Motorcycle, its theft and Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim.

8.2 When is the Damage Excess payable?

- (a) Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Damage Excess will be charged to Your credit card as follows:
 - (i) for single vehicle Accidents:
 - (A) if the Motorcycle has substantial Damage and We reasonably believe the cost of repairs or replacement cost will exceed the Damage Excess amount, the full Damage Excess; or
 - (B) if the Damage is not substantial, the amount We have reasonably estimated to be the cost of repair, but not more than, the Damage Excess;
 - (ii) if the Motorcycle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Motorcycle will be recovered, the full Damage Excess; and
 - (iii) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability but not more than the full Damage Excess.
- (b) Supporting documents and particulars of a claim for Damage and Third Party Loss will be forwarded to You as soon as practicable.

8.3 Exemption from paying the Damage Excess

You will not have to pay the Damage Excess shown in the Rental Agreement for a claim for Damage or Third Party Loss if all of the following apply:

- (a) You have fully completed an Incident Report Form with:
 - (i) the name, residential address, contact phone, email address and licence number of any person involved (**Third Party**);
 - (ii) the registration number of all vehicles involved;
 - (iii) an accurate written and diagrammatic description of the Accident and location; and
 - (iv) the names and addresses of all attending police officers and the stations at which they are based;
- (b) You have taken all necessary steps to assist Us in Our investigation of the Accident or theft claim;
- (c) We believe You were not at fault for an Accident involving a Third Party; and
- (d) You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and the insurer will agree to pay Us for the Damage.

8.4 Refund of Damage Excess paid

- (a) We will refund any amount You have paid for the Damage Excess as soon as practicable:
 - (i) in full, if We recover the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss;
 - (ii) in part, if the repair cost to the Motorcycle is less than the amount You have paid;
 - (iii) in part, if a claim for Third Party Loss is rejected or defended for an amount less than the Damage Excess; or
 - (iv) on a pro rata basis if We recover only a proportion of any amount We have claimed against a Third Party for Damage.
- (b) In making a refund We may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss.

8.5 Claims Administration fee

All Accident, attempted theft and theft claims will incur a claims administration fee of \$100 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

9 Damage Cover Exclusions

9.1 General exclusions

Even if You have paid the Damage Excess, there is no Damage Cover, and You and any Authorised Rider are liable for:

- (a) Damage or Third Party Loss arising from:
 - (i) a Major Breach of the Rental Contract;
 - (ii) any deliberate, intentional, malicious or criminal act by You, an Authorised Rider or any person who is acting with Your express or implied consent; or
 - (iii) the use of the Motorcycle by any rider who is not an Authorised Rider or who is less than 30 or more than 75 years of age;
- (b) Underbody Damage;
- (c) Damage caused by:
 - (i) immersion of the Motorcycle in water, including salt water; or
 - (ii) use of the incorrect fuel type;
- (d) damage to the tyres or rims of the Motorcycle, other than by normal wear and tear;
- (e) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote-control devices.

9.2 Lack of co-operation exclusion

Your entitlement to Damage Cover will be reduced to the extent We are prejudiced as a result of any delay or failure by You or any Authorised Rider to comply with Your obligations under clause 11 of these Terms and Conditions.

9.3 Exclusion for personal items

There is also no Damage Cover for personal property in the custody of or owned by:

- (a) You;
- (b) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;
- (c) any relative, friend or associate of an Authorised Rider; or
- (d) Your employees,

that is stolen from the Motorcycle, lost or damaged during the Rental Period or left with the Motorcycle after it is returned to the Rental Station.

10 Breakdowns

10.1 Roadside assistance

- (a) We will provide You with a Motorcycle that is of acceptable quality and in good working condition taking into account the age of the Motorcycle but breakdowns do occur.
- (b) Limited roadside assistance is provided:
 - (i) from Monday–Saturday, 7am–7pm;
 - (ii) only in metropolitan Sydney, Central Coast, Newcastle or Melbourne; and
 - (iii) only on sealed roads.

10.2 Assistance not covered

- (a) We are not responsible for:
 - (i) refuelling the Motorcycle;
 - (ii) wheel changing for a flat tyre; or
 - (iii) lost keys.Extra charges will apply if any of these services are provided at Your request.
- (b) Roadside assistance does not apply if:
 - (i) Caused by driver induced faults;
 - (ii) the incorrect fuel type, including use if E10, is used; or
 - (iii) the breakdown is caused by a Major Breach,and You are liable for any Damage caused.

10.3 Repair with authority

- (a) Where We have given You Our prior authority to repair the Motorcycle as the result of a breakdown or Motorcycle fault, You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us.
- (b) There is no entitlement to reimbursement if the breakdown or fault was caused by an Accident (for which Damage Cover applies) or is the result of a Major Breach of the Rental Contract.

10.4 Consequential and other loss

Subject to the Australian Consumer Law, We are not responsible for flights You have missed, holiday plans that have been disrupted, loss of enjoyment, or consequential or economic loss caused either directly or indirectly as a result of events which are outside Our reasonable control and not caused by Our negligence, including:

- (a) floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (b) industrial action; and
- (c) commercial flight disruptions.

11 Accident and theft reporting



IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of any part of this clause 11 and may result in the Motorcycle's repossession. See clause 12.1 (Major Breach) for further details.

11.1 Reporting an Accident or theft to Us

- (a) If You or an Authorised Rider has an Accident or if the Motorcycle is stolen You **must**:
- (i) contact Us to report the Accident or theft as soon as practicable, but in no case more than 24 hours of it occurring; and
 - (ii) subsequently fully complete an Incident Report Form.
- (b) The Incident Report Form should include as much information as is reasonably practical, including:
- (i) the information listed in clause 11.3 regarding the contact details for the other rider and witnesses and an accurate written and diagrammatic description of the Accident and its location; and
 - (ii) the circumstances under which the Accident or theft occurred.
- (c) The Incident Report Form **must** be submitted to Us:
- (i) within seven (7) days of the Accident or theft, or upon the return of the Motorcycle if it is returned to Us within that seven (7) day period; or
 - (ii) if the Motorcycle is stolen, immediately the theft of the Motorcycle is reported to the police.

11.2 Reporting an Accident or theft to the police

If the Motorcycle is stolen or if You or an Authorised Rider of the Motorcycle has an Accident where:

- (a) any person is injured;
- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- (c) the other party appears to be under the influence of drugs or alcohol,

You or the Authorised Rider **must** also report the theft or Accident to the police as soon as:

- (i) the theft is discovered; or
- (ii) it is practical to do so after an Accident.

11.3 Steps You must take following an Accident

If You or an Authorised Rider have an Accident You and the Authorised Rider **must**:

- (a) make the Motorcycle secure;
- (b) exchange names and addresses, phone numbers and email addresses with the other rider;
- (c) obtain the name of the other rider's insurance company;
- (d) take a photo of the other rider's licence;
- (e) take the registration numbers of all vehicles involved;
- (f) take as many photos as is reasonable showing:
 - (i) the position of the Motorcycles before they are moved for towing or salvage;
 - (ii) the Damage to the Motorcycle;
 - (iii) the damage to any third party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs; and
- (g) obtain the names, addresses, phone numbers and email addresses of all witnesses.

11.4 Subsequent assistance

Subsequent to the Accident of theft You and any Authorised Rider **must**:

- (a) forward all third party correspondence or court documents to Us within seven (7) days of receipt;
- (b) co-operate with Us in the investigation of any Accident or theft claim and supply such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request; and
- (c) co-operate with Us in the prosecution of any legal proceedings that We may institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:
 - (i) Our lawyer's office; and
 - (ii) any Court hearing.

11.5 What You must not do

You and any Authorised Rider **must not**:

- (a) make any admission of fault;
- (b) make any offer or promise to pay or settle any claim for Third Party Loss; or
- (c) agree to indemnify, waive, or release any other party from liability to pay for Damage as a result of an Accident, theft or attempted theft.

11.6 Consequences of lack of co-operation

Your entitlement to Damage Cover will be reduced, including to nil, according to the extent We are prejudiced as a direct result of any delay in complying with:

- (a) the reporting obligations in clauses 11.1 and 11.2; and
- (b) the obligations in clause 11.4 to forward third party correspondence and court documents to Us within seven (7) days and to co-operate with Us in the investigation of any Accident of theft claim and the prosecution or defence of any legal proceedings.

12 Major Breach, termination and repossession

12.1 Major Breach

You and any Authorised Rider commit a Major Breach of the Rental Contract if:

- (a) there is a breach of any of the following:
 - (i) clause 2 (who may ride the Motorcycle);
 - (ii) clause 3 (prohibited use);
 - (iii) clause 4 (prohibited areas of use);
 - (iv) clause 6.1 (Motorcycle to be locked and keys kept in Your possession);
 - (v) clause 6.2 (reasonable care);
 - (vi) clause 6.3 (notification of Motorcycle fault); or
 - (vii) clause 6.4 (repair without authority);that causes Damage, theft of the Motorcycle or Third Party Loss;
- (b) there is a breach of:
 - (i) clause 5.1 (false and misleading information);
 - (ii) clause 11 (Accident reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or
 - (iii) clause 14.2(c) (removal of the Tracking Device); or
- (c) the Motorcycle is stolen by You or an Authorised Rider or by any person acting for You, at Your direction or on Your behalf.

12.2 No Damage Cover

If You or any Authorised Rider:

- (a) commit a Major Breach of the Rental Contract; or
 - (b) ride the Motorcycle in a reckless manner so that a substantial breach of road safety legislation has occurred,
- You and any Authorised Rider:
- (i) have no Damage Cover;
 - (ii) are liable for all Damage, theft of the Motorcycle and Third Party Loss; and
 - (iii) are liable for and **must** pay any additional costs or expenses We incur in recovering the Motorcycle.

12.3 Termination and repossession

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Motorcycle if:

- (a) there has been a Major Breach;
- (b) there has been a breach of clause 12.2(b);
- (c) the Motorcycle has been illegally parked for longer than 24 hours; or
- (d) the Motorcycle is apparently abandoned.

13 Personal Property Securities Act 2009 (Cth)(PPSA)

13.1 Interest is as bailee

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

13.2 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 Motorcycle;
- (b) We have a Security Interest in the Motorcycle and the Motorcycle will at all times remain subject to that Security Interest; and
- (c) We may register the Security Interest on the Personal Property Securities Register.

14 Privacy



IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of clause 14.2(c) and may result in the Motorcycle's repossession. See clause 12.1 (Major Breach) for further details.

14.1 Personal Information

- (a) We are committed to respecting Your privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- (b) When We collect Your personal information, We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
- (c) We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

14.2 Tracking Device

- (a) To maintain and protect the Motorcycle We may fit a Tracking Device to the Motorcycle to enable Us to monitor the condition, performance and operation of the Motorcycle and to track the Motorcycle's movements.
- (b) Information from the Tracking Device may be used during and after the Rental Period. When You sign the Rental Agreement, You expressly consent to Us:
 - (i) using the Tracking Device on the Motorcycle during the Rental Period; and
 - (ii) collecting, using and retaining information from the Tracking Device for the purposes referred to in clause 14.2(a).
- (c) You **must not** tamper with the Tracking Device or remove it from the Motorcycle.

15 Definitions and interpretation

15.1 Definitions

In these Terms and Conditions:

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

- (a) a collision between the Motorcycle 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 Rider means any rider of the Motorcycle 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 which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Rental Agreement is signed.

Damage means:

- (a) any loss or damage to the Motorcycle including its parts, components and accessories, including the GPS unit, however caused that is not fair wear and tear;
- (b) towing, recovery and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use,

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Motorcycle unroadworthy is **not** fair wear and tear.

Damage Cover means the cover You and an Authorised Rider have for Damage, theft, attempted theft and Third Party Loss under clause 8, subject to the Damage Cover Exclusions in clause 9.

Damage Excess means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Motorcycle has been stolen and not recovered.

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 Motorcycle **must** be returned to Us.

Handover Inspection Report means the document that shows the condition of the Motorcycle 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 Motorcycle or it has been stolen.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Motorcycle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach of any of the clauses listed in clause 12.1.

Motorcycle means the Motorcycle described in the Rental Agreement and includes its parts, tools, components, accessories and keys and includes any replacement Motorcycle.

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.

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

Rental Charges means the charges payable for renting the Motorcycle 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 Motorcycle 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).

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

Tracking Device means a GPS or other device that is fitted to the Motorcycle that has electronic tracking capabilities to determine its location and other data including speed, braking and fuel levels.

Underbody Damage means any damage to the Motorcycle caused by or resulting from contact between the underside of the Motorcycle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

Unsealed Road means a road, other than a road that is undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

We, Us, Our, means Worthington Prestige Pty Ltd trading as Worthington Motorcycles Rental ABN 54 121 636 002.

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

15.2 Interpretation

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

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.