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## *Bike Rental Terms & Conditions*

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Avass Pty Ltd [(Avass) rents bicycles (Rental Bikes) to its clients (Client) on the following terms:

**Travel Insurance:** It is the responsibility of Clients to hold their own travel insurance policy to cover personal medical care in case of an accident, loss due to cancellation, and any third-party liability that may arise from the use of the Rental Bikes by Clients. Number of insurance providers now offer coverage for bike hire by selecting the “specified items” option when purchasing your policy or at any time prior to departure after the policy is issued.

**Status of Rental Bicycle:** Avass confirms that an experienced bike mechanic, prior to renting, reviews each Rental Bike. Each Rental Bike is prepared for rental and supplied to Clients in properly operating status, and is ready to ride.

For the duration of the hire, Avass will maintain the Rental Bike in a properly operating status.

**Obligations of Clients:** It is the Clients responsibility to:

- operate the Rental Bike in a manner appropriate to prevailing road and weather conditions;
- wear a helmet and other protective clothing;
- know the relevant rules of the road and practice safe cycling; and
- know how to operate a multi-speed bike.

**Theft of and Damage to Rental Bikes:** Except as otherwise specifically provided for in this clause, the Client agrees to be solely responsible for the safe care, custody and operation of the Rental Bike and will indemnify and hold harmless (“Indemnity”) Avass for:

Any damage to and the costs associated with repairing the Rental Bike fair wear and tear excepted (including but not limited to all labour, replacement parts, repainting and any other work necessary to restore the Rental Bike to as new condition) during the Rental Period, whether or not caused by the Client, to the maximum of the market value of the Rental Bike as reasonably determined by Avass;

In the event of theft, the Rental Bike being un-repairable, or the anticipated costs associated with repair exceeding the market value (as reasonably determined by Avass), the market value of the Rental Bike as reasonably determined by Avass.

**The Indemnity will not apply where:**

The Rental Bike has been stored in accordance with instructions provided to Clients by Avass.

**Waiver:** Clients acknowledge and agree that Avass maintains no control over the operation of the Rental Bikes by Clients. Avass assumes no responsibility for and cannot be held liable for any personal injury, property damage, third party liability or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason of;

- any wrongful, negligent or accidental acts or omissions on the part of the Client or the Client’s agents;
- any defect in or failure of any vehicle, equipment or instrumentality owned, operated or otherwise used by the Client
- any wrongful or negligent acts or omissions on the part of any other party not under the control, direct or otherwise, of Avass.

Clients hereby release Avass and its agents and employees from and against any and all liability arising during the rental period. Clients acknowledge that they are aware of the risks involved with cycling including but not limited to physical exertion, forces of nature, accidents, travel via any mode of transport, adequacy of medical facilities, or negligence (other than wilful or fraudulent) on the part of employees, agents or others of Avass.

Clients agree to be responsible for their own welfare and accept any and all risk associated with the activities they undertake. Clients agree that the terms herein are binding on them, their family members, heirs, successors, assigns, dependents and/or minors accompanying them, and their legal representatives. Any dispute arising out of these matters whatsoever shall be resolved in binding arbitration/adjudication under the laws of the country of Australia. Any part of this document found to be void or unenforceable shall not negate the enforcement of the remainder.

**Cancellation terms:** The rental may be cancelled up to 14 days prior to the rental period with 10% administrative fee, 90% refundable. Within 14 days of the start of the rental, the full balance is not refundable if cancelled. Cancellations outside of 60 days are 100% refundable if prepaid.

Avass is not responsible for any loss of or damage to client supplied equipment howsoever occasioned.

**Helmets:** Helmets are not included. Clients agree to wear helmets at all times when riding Rental Bikes.

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These terms and conditions apply to your use of the Avass Bike Hire registration and hire service. Please ensure you read and understand these Terms. By ticking the box to signify your consent to these Terms you agree to be bound by them. Upon registration for the Service, a contract based upon these Terms will be formed between you and Avass Pty Ltd.

If at any time you have a query or a complaint in relation to the Service please contact Avass via one of the following methods:

**Email:** [info@avass.com.au](mailto:info@avass.com.au)

**Telephone:** + 61 (03) 5282 8082

**Address:** 135 Proximity Drive Sunshine West Victoria 3020 Australia

For general details and information about the service please visit our website: [avass.com.au](http://avass.com.au)

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**The following definitions are used in these Terms:**

"Avass Rental Bicycle" means any bicycle hired by the Client using the Service;

"Charges" means all fees and charges for the hire of Hire Items and the Service as set out in part 2;

"Full Day Hire" means the hire of the Hire Items by the Member for a Full-day Hire Period;

"Full-day Hire Period" means the period starting on the Hire Start Time and ending no later than 24 hours after the Hire Start Time;

"Hire Period" means the period starting on the earlier of the Hire Start Time and ending on the time the Hire Items are returned to Avass;

"Hire Start Time" means the earlier of the start of the Reservation Period and Collection of the Hired Items by you;

"Client" means a person who has registered for the Service by supplying Avass with certain personal details;

"Points" means the point where the Avass e-Bikes are stored by Avass and from which Clients may collect Avass electric Bikes;

"Reservation Period" means the period in which you book or reserve to hire an Avass e-Bike;

"Return Time" means the time that is agreed to by the Client and Avass that the Hired Items must be returned to Avass (being before the end of Full-day Hire Period for Full-day Hires);

"Service" means the hire to you of any Hired Items under these terms.

"You" means the Client;

## 1. Eligibility of e-Bike Hire

Acceptance of any person for e-Bike rental as a Client is at the complete discretion of Avass. Rental agreement will be available to members of the public that meet the following criteria and you agree that at all times you will comply with these criteria;

a) be at least 18 years of age;

b) have a fully operational Australian mobile number;

c) have a valid credit or debit card;

d) be proficient in the use of a bicycle and compliant with the applicable laws (including in relation to the influence of drugs and alcohol) governing bicycles use on Australian public roads and infrastructure;

e) are and will continue to be medically and physically fit and able to use the Avass e-Bike;

(f) are not a danger to the health and safety of yourself or others;

(g) are not receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you or others to use the Avass e-Bike; and

(h) Otherwise comply with these terms.

## 2. Payment structure

Clients are charged for rental and for the use of Hired Items as detailed below and on [avass.com.au](http://avass.com.au) from time to time. These charges are payable in advance by cash, bank deposit, PayPal, debit card/credit card. It is a requirement for rentals to the Service that the user ensures that a valid credit/debit card is always registered on the system. If the registered card expires or is without credit the Client will update the system with a suitable replacement credit/debit card without delay. While you are a Client you agree not to cancel your credit or debit card registered with us without first telling us and providing an alternative card from which we can collect Charges.

As a Full-day Hire and you return all Hire Items to Avass in accordance with these Terms before the end of the Full-day Hire Period (being, within 24 hours after the Hire Start Time), you will be charged the fee for the Full-day Hire as set out on [avass.com.au](http://avass.com.au).

If you have a Full-day Hire and you do not return all Hire Items to Avass in accordance with these Terms before the end of the Full-day Hire Period, you will be charged the fee for another Full-day Hire for that hire (unless Avass agrees otherwise in writing). You will also be charged the fee for a Full-day Hire for each day until you return all Hire Items to Avass in accordance with these Terms.

In respect of any loss, accident or theft Client must provide accurate statements and co-operate with all Avass' reasonable requests for information and/or documentation. If a Hire Item is stolen, damaged, or lost whilst in your care you will be charged the current retail price for the full replacement cost of the Avass e-Bike (prices stated in catalogues).

**PLEASE NOTE:** The Client's agreement to these Terms, or online acceptance of these Terms, shall constitute continuous authority for Avass to compute and debit all monies due against the Client's nominated credit or debit card within a reasonable time. This includes the fees for the hire of the Hire Items and any charges due as a result of theft or loss of, or damage to, the Avass e-Bike and any other costs arising due to the Client's use of the Avass e-Bike.

## 3. Client obligations

It is the Client's responsibility to update Avass with any changes to their information and personal data held by Avass during their Rental. Updates must be made via email to [info@avass.com.au](mailto:info@avass.com.au)

**You are also personally responsible for:**

- (i) all your belongings and the Hired Items whilst using the Service;
- (ii) ensuring the security number issued to you by Avass is kept private and confidential;
- (iii) the Charges that you incur by using the Service;
- (iv) observing, and you must ensure that you comply with, all applicable laws and regulations when using the Service.
- (v) payment of, and any liability relating to, any speeding, traffic fines or infringement notices or penalties arising from unlawful use of the Hired Items.
- (vi) taking reasonable care of the Avass e-Bikes you use as part of the Service;
- (vii) returning the Avass e-Bike in the same condition to that when you hired from Avass;
- (viii) your use of the Avass e-Bike;
- (ix) wearing a helmet and to ensure that the helmet provided is worn whilst using an Avass e-Bike in accordance with applicable road laws;
- (x) returning the Hire Items to Avass ( in accordance with any instructions received by Avass);
- (xi) ensuring that your rental agreement details (in particular your mobile number and payment details) held by Avass are current and up-to-date;
- (xii) using the Hire Items made available in accordance with the instructions provided by Avass and with all reasonable care and attention to your own and other people's safety; and
- (xiii) following any instructions from Avass regarding the use of any of the Hire Items.

It is the Client's responsibility to ensure that they are competent at folding and unfolding the Avass folding e-Bike. To support this Avass will demonstrate clearly the safe and proper method of folding and locking process.

You are also responsible for any loss of the Hire Items while they are under hire to you. You must ensure during the Hire Period that you securely lock the Avass e-Bike if you leave it unattended. Avass e-Bikes left chained or otherwise locked in public places are extremely likely to be targeted by thieves, and the loss of any Hire Item whilst under hire to you is your responsibility.

You must immediately communicate to Avass any loss, breakdown, theft, deterioration or incident that occurs in relation to the Hire Items or any other related matter during the Hire Period.

In the case of a fault in respect of the Avass e-Bike, the Client must return the Avass e-Bike and report the failure to Avass. If it is difficult for the Client to move the Avass e-Bike, or the bicycle cannot be folded then the Client shall contact the emergency helpline (Tel: 0478 273 295) to request advice from Avass on the course of action to take. You must never abandon a bicycle for any reason or attempt to repair the Avass e-Bike.

If you have an accident, you should not admit responsibility and should:

- (i) Note down the names and addresses of everyone involved, including any witnesses;
- (ii) Make the Avass e-Bike secure and inform the police immediately if a person is injured or there is a disagreement as to the facts;

If the Avass e-Bike is stolen whilst the responsibility of the Client, you should:

Note down the exact location and time of theft, name and addresses of any witnesses and inform the police immediately. The police will issue a crime number that should be carefully recorded and retained. Email Avass as soon as possible on: [info@avass.com.au](mailto:info@avass.com.au)

Any Hired Items hired by a Client must be used solely by that Client and no other person.

The Client must not use the Hired Items off-road\*, nor for racing, pace making, nor testing the Avass e-Bike reliability and speed.

If the Hired Items are not returned within 12 hours of the Return Time ending, the Client authorises Avass to debit the cost of the Hired Items (as at the current retail prices) from the Client's provided credit card or registered debit card unless Avass and the Client agree otherwise.

\* off-road clause is applicable to all Avass e-Bikes with exception of the Delta Mountain e-Bike. Delta Mountain e-Bikes must not be used in extreme conditions.

#### **4. Avass' Hire obligations**

Please note that sometimes all or part of the Service will not be operational due to circumstances outside of our control. We reserve the right to change the advertised dates and hours of operation of the Service without giving you notice.

Avass cannot guarantee that there will always be an Avass e-Bike available for your use.

Avass will carry out regular checks on all bicycles but Clients must ensure that Avass is informed of any problems with any Hire Items as soon as the Client becomes aware.

#### **LIMITATION OF LIABILITY PLEASE READ CAREFULLY**

Subject to the remainder of this clause 4, except as required by applicable laws, if Avass fails to comply with these Terms, Avass will not be liable for any losses that you suffer as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms. The Service is only supplied by Avass for personal and non-commercial use: this means that you may not rent out or otherwise permit other people to the Hired Items provided to you.

Nothing in these Terms excludes or limits in any way Avass' liability for any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

#### **5. Termination of membership**

If at any time a Client fails to comply with these Terms Avass may either:

- (i) suspend that Clients use of the Service for such period until the Client complies with these Terms; or
- (ii) terminate that Clients rental agreement by written notice to the Client's email address with immediate effect.

#### **6. Data protection**

All personal data about you collected by Avass will be processed in accordance with Avass' privacy policy. Please see [www.avass.com.au](http://www.avass.com.au) for a copy of our privacy policy.

#### **7. Violations & Fees**

Clients causing damage including defacement or alteration to or misuse of the Hired Items or Avass, will incur the fees charged to Avass from a Third Party for the repair of the damage (a copy of the invoice from the Third Party to Avass will be supplied to the Client upon request). If the Avass e-Bike is lost, stolen or damaged beyond repair a replacement fee equal to the current retail price of the Avass e-Bike will be charged to the Client. In the case of loss or theft of the bicycle the aforementioned fee will be refunded to the Client if the Avass e-Bike is recovered within three months of the bicycle being reported lost or stolen, subject to the deduction of any costs to Avass for repair or refurbishment of the bicycle, and a \$250 administration fee.

As a precautionary measure Avass may suspend the service to any Client in respect of whom it has received a report of a lost, stolen or damaged bicycle until such time that the damage has been properly investigated and any fees due have been paid in full.

In cases of multiple loss, severe damage or multiple cases of lesser damage, Avass reserves the right to prohibit the Client from further use of the Service.

## **8. Amendments**

Our staff, representatives, contractors and agents do not have authority to make individual exceptions or variations to these Terms.

Avass reserves the right to amend these Terms from time to time as it sees fit or necessary.

## **9. Force majeure**

We will always try to run a reliable Service but Avass shall not be liable for either a failure to perform or delay in performing any of its obligations if, and in so far as, performance is delayed, hindered or prevented by force majeure event, which expression shall mean any event beyond the reasonable control of Avass.

## **10. General**

If any court or competent authority decides that any of the provisions of these Terms is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms which shall continue to be valid to the fullest extent permitted by law.

If we fail at any time while these Terms are in force to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights and remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

Only you and we have rights under these Terms. No other person shall have rights under these Terms. You may not transfer any of your rights under these Terms to another person.

## **11. Governing law**

These Terms shall be governed by Victorian law and if any dispute arises between Avass and you want to take court proceedings, you must do so in the Australian courts in Victoria.

## **12. Payment Conditions**

A 25% non-refundable deposit is required to hold your rental. Full payment is due 60 days from the start of the rental. Prices are in Australian Dollars [AUD] and charged in AUD, hence exchange rates will be determined by individual card holders' banks. Additional charges for changes to rental service once service begins will be charged on the credit card on file or are to be paid in cash on site.

## **Important Information**

We strongly recommend the use of approved helmets whenever mounted on a bicycle. Helmets can be provided at extra cost. The bicycles provided for use are in satisfactory operating condition and participants agree to use them at their own risk or call deficiencies to the attention of a company representative. Individual bike specifications are subject to change based on availability of replacement components. Instruction in the use, assembly and maintenance of bicycles will not be provided and participants affirm that they are competent and familiar with the use of a multi-speed bicycle.

If you are undertaking an unassisted bicycle tour we strongly recommend that you have some basic bicycle maintenance knowledge.

Client understands and agrees that any subleasing of rental equipment is prohibited and that any such sublease shall immediately cause termination and cancellation of this contract.

An additional day's rental fee will be charged for each day the Client keeps equipment after the return date specified on the rental agreement. All equipment must be returned directly to Avass or wherever agreed.