

BOOKING TERMS AND CONDITIONS

By booking our E-Bikes and Equipment for hire, you agree to these Terms and Conditions and any other policies we publish or link to on our Website, including but not limited to our Health and Safety Policy and Terms of Use. Together these form an "Agreement" between you ("the Client"/ "you"/ "your") and us, Bay Bikes Original [ABN 12150521509] ("we"/ "us"/ "our"). If you do not agree with any of these terms and conditions, you cannot ride.

All riders must be 12+ years old and approximately 150 CM or taller. Where you are a parent/guardian of a child under 18 you must read and understand and agree to this Agreement and sign the Waiver on their behalf.

BOOKING AND FEES

Our Rental Fees are displayed on our website. We reserve the right to change our fees from time to time, and these changes will be notified on our Website.

To rent an E-Bike or Equipment, you must book. Bookings can be made online, over the phone or walk-in or by emailing booking@baybikes.com.au. We will require you to agree to these terms, to provide various information, and to provide a valid credit card as security prior to renting any E-Bikes and Equipment. Your credit card shall serve as security for any damage, loss, or theft of the E-Bikes and Equipment. **Bay Bikes Original may deduct any costs incurred from your credit card immediately after you notify us of any loss, theft or we inspect and determine damage has occurred.**

PERSONAL INFORMATION

When you want to rent an E-Bike or Equipment, you agree to provide us with your personal information including but not limited to your name, age, height, weight and any other information as required ("information"). You represent and warrant that:

- all information you provide is true, correct, current and up-to-date; and
- you will respond promptly to any of our requests for further information.

Your personal information collected by us will be dealt with in accordance with our Privacy Policy, a copy of which can be viewed in full here.

FEES

Our Rental Fees are payable prior to the Rental and at the time of booking. Except as required by the Australian Consumer Law, no refunds are provided.

CANCELLATION POLICY

Ride bookings can be cancelled online, by phone, walk in or by emailing us at bookings@baybikes.com.au. You must notify your cancellation to us at least 48 hours prior to the commencement time of your Ride to get a full refund (minus your booking fee). Cancellations with less than 48 hours but more than 24 hours' notice will receive a 50% refund of the Fee. Cancellations made with less than 24 hours' notice will incur the full cost of the Ride. Refunds will be made onto the credit card used to make the original booking.

RESCHEDULING POLICY

Ride bookings can be rescheduled online, by phone, walk in or by emailing us at bookings@baybikes.com.au You must provide us with more than 48 hours' notice to reschedule your Ride for no additional fee. Where you have provided less than 48 hours and more than 24 hours' notice, you may reschedule your Ride for the Rescheduling Fee.

OUR CANCELLATIONS

We may cancel or reschedule a Ride at any time. Where we cancel, we will provide you with a full refund.

E-BIKE AVAILABILITY

We do not and cannot guarantee that our E-Bikes or Equipment will be available.

We reserve the right to change our opening hours at any time, without prior notice to you. We will use our reasonable endeavours to notify you of any permanent or temporary changes to our opening hours, particularly if they affect your Rental Time.

OWNERSHIP

You acknowledge and agree that all E-Bikes and Equipment rented from us shall remain our sole property. You will have no right, title, or interest in or to the E-Bikes and Equipment, except as expressly provided in this Agreement.

PERSONAL BELONGINGS

We do not assume any responsibility to safeguard your personal belongings during your E-Bike rental.

AUSTRALIAN CONSUMER LAW

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, we are not liable for any Loss or Damage arising from your use, operation or rental of the E-Bikes and Equipment.

To the extent to which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to:

- the supply of equivalent services e.g., another opportunity to book a Ride; or
- the refund of the payment made for the Ride.

In any case, our liability to you will not exceed the amount actually paid by you to us for the Ride.

You acknowledge, agree and undertake to indemnify us and keep us at all times fully indemnified from and against any Claims whatsoever arising directly or indirectly as a result of any breach by you of this Agreement, any use by you of our E-Bikes and Equipment, and any third-party claims.

TERMINATION AND REFUNDS

We may, at our sole discretion and without prejudice to any of our rights, immediately terminate this Agreement where you breach any term or condition of this Agreement. If you are in breach of this Agreement, you will not be entitled to any refund and any outstanding Fees become immediately due and payable.

FORCE MAJEURE

Where there is a Force Majeure Event, we will not be considered in breach of this Agreement, to the extent that our obligations are unable to be performed by such an event. We will not incur any liability to you for any Loss or Damage of any nature incurred or suffered in connection with any Force Majeure Event.

IF THERE IS A DISPUTE

You acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative or otherwise damaging will be the subject of compensation in any mediation or litigation claim. In the event of any dispute that cannot be resolved by mutual agreement, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

GOVERNING LAW AND OTHER MATTERS

This Agreement is to be construed in accordance with the laws of VIC, Australia, and you and we submit to the jurisdiction of the courts of VIC, Australia. This is the entire Agreement between you and us and supersedes any prior agreements, proposals and communications whether oral or written, between you and us. In the event of an inconsistency between this Agreement and other terms and conditions on our Website, these Terms and Conditions will prevail. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right or enforce any provision in these Terms and Conditions does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this Agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in this Agreement will survive termination of this Agreement.

DEFINITIONS

“Agreement” means these Booking Terms and Conditions, our Website Terms of Use, Privacy Policy, Health and Safety Policy, E-Bike and Equipment Terms of Use and any other policies we publish or link to on our Website.

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

“Claims” mean any claim, under the statute, tort, contract or negligence, any demand, award or costs.

“E-Bike” means our DiroDi Rover Retro Fat Tyre Electric Bike – Gen 3 (250w- 48v), or any of our other throttle powered and pedal assist bikes, and includes helmet and lock.

“Equipment” means any other equipment or accessories we rent such as cooler bags, beach tennis sets, towels, other beach/park related games, cabanas.

“Fees” mean payment due from you for the rental of the E-Bike and or Equipment.

"Force Majeure Event" means any event beyond our control which prevents us from complying with our obligations under this Agreement, including but not limited to, a pandemic, act of God, such as fires, earthquakes, floods; war or hostilities, riots, strikes, disorder or acts or threats of terrorism, or electrical failure, changes to regulations, weather events, travel limitations, venue closures.

“Loss or Damage” means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of enjoyment, loss of opportunity, loss of reputation or goodwill, loss or corruption of information or data, personal injury, death, property damage and legal costs.

“Rental Fee” means the fee due by you for the rental of the E-Bike or Equipment.

“Rental Time” means a period of 1, 2 or 4 hours or other time that we agree in writing prior.

“Rescheduling Fee” means the fee of \$20 or whatever rescheduling fee we have advertised on our website.

"Ride” mean the ride you go on with the E-bike rental.

“We, us, or our” means Bay Bikes Original [ABN 12150521509] t/as Bay Bikes and includes any of our directors, officers, employees, agents, partners and contractors.

“Website and Services” means www.baybikes.com.au and everything available on this Website including, but not limited to, products and services.