

## ADDITIONAL TERMS OF USE FOR E-BIKES AND EQUIPMENT

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By using our E-Bikes and Equipment, you agree to these Terms of Use and any other policies we publish or link to on our Website. These form an "Agreement" between you ("the Participant"/"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. These Terms of Use are additional and supplementary to our Booking Terms and Conditions.

#### **CLEANING**

E-Bikes and Equipment are rented out clean and in proper working condition. Bikes are not required to be cleaned prior to return. But if you return the E-bike in a disrespectful state we will charge you \$25 per bike as a cleaning fee.

#### **PRE-CHECK**

Bikes are maintained on a regular basis. Bikes are checked before embarking on your ride for existing scratches or damage.

#### **USAGE AREA**

You may take the E-Bike anywhere suitable within the Rental Time and advised KM range, however, we strongly recommend you stay on bike paths, and use our route recommendations. At all times you have to adhere to the Victorian Laws. You will not drive on the beach or in any salt water. You will be charged for the damage. This type of damage is not part of normal wear and tear.

#### **DAMAGE**

You must return all rented E-Bikes and Equipment in the same condition as when received, normal wear and tear excepted. You are solely responsible for any damage caused to the E-Bikes and Equipment during the Rental Time, including but not limited to damage caused by accidents, negligence, misuse, or theft. In the event of any damage, you must promptly notify us and you shall be liable for the cost of repair or replacement, as determined by us in our sole discretion. We can use the credit card on file used for the security deposit.

#### **LOSS OR THEFT**

You assume all risk of loss or theft of the rented E-Bikes and Equipment during the Rental Time. In the event of loss or theft, you shall immediately notify us and shall be responsible for the full replacement cost of the E-Bikes and Equipment, as determined by us in our sole discretion.

#### **INSPECTION**

We reserve the right to inspect the E-Bikes and Equipment upon their return. If any damage or loss is discovered during the inspection, we will notify you of such damage or loss and the associated costs. You are responsible for these costs, and they will be deducted from your credit card provided.



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### **LATE FEES FOR BIKES RETURNED AFTER RENTAL PERIOD**

All E-Bikes and Equipment are due back no later than confirmed Return Time. Late Fees apply for bikes returned after this time. A fee of \$30 for each 30-minute period after will be charged (e.g. 1-30 minutes late = \$30, 31-60 minutes late = \$60, etc.).

### **DEFINITIONS**

**“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.

**“Late Fee”** means a fee of \$30 for each 30-minute period per bike (e.g.,1-30 minutes late = \$30, 31-60 minutes late = \$60, etc.).

**“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, a Full Day or other time that we agree in writing prior.

**“Return Time”** means the time that your E-Bike or Equipment is due back in our store.

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



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