



ABN 33 646 996 885

Terms and Conditions

1 Introduction

1.1 Rental Agreement

This agreement between RIIDE and You (**Rental Agreement**) commences on the date You accept these Terms and Conditions (**Terms and Conditions**) by applying to create an Account. The Rental Agreement comprises:

- (a) these Terms and Conditions;
- (b) Our Privacy Policy; and
- (c) Our Website terms of use.
- (d) Our Fees & Charges schedule.

1.2 Jurisdiction

The Rental Agreement is governed by the laws of Queensland and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Rental Agreement excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

2 Creating an account



IMPORTANT NOTICE

A breach of any of sub-clauses 2.1(b), 2.1(e), 2.2, 2.3, or 2.4 is a Major Breach of the Rental Agreement. See clause 13 for further details.

2.1 Account

- (a) To hire a Vehicle, You **must** sign up to an Account, and that Account must be approved by Us. All undertakings, warranties and obligations set out in this clause 2 apply both (i) at the time you create the Account and (ii) continuously for as long as the Account remains open.
- (b) You **must**:
 - (i) provide Us with Your details including name, address, email address, mobile phone number, driver licence information, payment card information, photos of You and relevant cards (including selfies and snaps via the App) and any other information We reasonably request from You; and
 - (ii) notify Us immediately of any:
 - (A) changes to Your contact details including Your phone number, address or email address;
 - (B) changes to Your nominated credit or debit card; and
 - (C) suspensions or cancellations of Your Driver's Licence.
- (c) On creating an Account, We may charge an authorisation of \$1 to Your nominated credit or debit card, even if You do not subsequently reserve or hire a Vehicle.
- (d) Acting reasonably, We may disclose the information You provide Us to third parties for the purpose of verifying Your identity, for safety and security reasons or to meet legislative requirements or the requirements of Our insurer.
- (e) You warrant and agree that:
 - (i) any information You provide as part of Your Account, including Your name, address and other identifying information is accurate, current and complete;
 - (ii) You will:
 - (A) not disclose, keep confidential and not provide to any person Your login details, including any username, password, and/or password hint(s) chosen by You or assigned to You, and any other mechanism for accessing or logging on to the Our Website;
 - (B) comply with the EULA when using or otherwise accessing the App; and
 - (C) not attempt to circumvent bans or blocks of Your Account by creating another Account; and
 - (iii) You are not bankrupt and have not been bankrupt at any point within the last 7 years.
- (f) You **must** provide Us with any documents We reasonably request, including but not limited to photo identification, proof of address and photocopies of Your driver's licence or credit or debit cards.
- (g) You authorise RIIDE to obtain a consumer and/or commercial credit report from a Credit Reporting Body for the purpose of assessing Your application and ongoing creditworthiness during the life of Your Account, including Your eligibility to hire a Vehicle.

- (h) You acknowledge that, if You are in payment default for more than 60 days and the outstanding amount is at least \$150, RIIDE may disclose that default to a Credit Reporting Body in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy.
- (i) We may suspend or terminate Your Account immediately and without notice if You engage in abusive, threatening, harassing or inappropriate behaviour towards RIIDE staff or other users, breach these Terms and Conditions, or misuse Our service channels. Additionally, We reserve the right to suspend or terminate Your Account at any time, for any reason, at Our sole discretion. Nothing in this clause limits Our other rights, remedies, or grounds for suspending or terminating Your Account under this Rental Agreement.
- (j) **Service of Notices and Legal Documents**
You agree to provide and maintain an accurate and current physical address and email address for receiving notices, including legal notices. You consent to the electronic service of documents via the email address provided to RIIDE, which will constitute valid service.

2.2 Age limits

You **must** be at least 18 years of age and not older than 75 years of age.

2.3 Licence requirements

- (a) You **must** have a valid licence to drive the Vehicle 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) appropriate for the class of the Vehicle; and
 - (iii) not subject to any restriction or condition.
- (b) Learner drivers and P1 (red provisional) and probationary licence holders are not acceptable and **must not** drive the Vehicle. P2 (green provisional) and open licence holders are acceptable.

2.4 Cancelled and suspended licences

It is a mandatory condition that:

- (a) Your driver's licence has not been cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) cancelled or suspended within 2 years of the date of the application of your Account.

3 Making a booking

3.1 Creating a booking

- (a) You may create a booking to hire a Vehicle by using the App. A reservation is made as follows:
 - (i) log into the App;
 - (ii) select the preferred Vehicle on the map;
 - (iii) select the payment method;
 - (iv) confirm reservation of the Vehicle; and
 - (v) follow any other requirements specified in the App from time to time.
- (b) Upon receipt of a booking confirmation a 15 minute countdown commences during which period You have the option to "start" or "cancel" the booking.
- (c) If You cancel the booking or the 15 minute countdown time elapses without making a selection, the booking is cancelled.
- (d) If You start the booking, the Hire Period and Hire Fees commence.

3.2 Hire Period

- (a) Your hire of the Vehicle is for the Hire Period and You agree that it is subject to these Terms and Conditions.
- (b) The maximum Hire Period is 14 days, upon which you have the option to start a new Hire Period by creating a new booking within the App.
- (c) For insurance compliance reasons, if You turn 76 during a current booking You must finish the booking and return the Vehicle at the earlier of the scheduled end-time or 23:59 on the day before Your 76th birthday.

3.3 In the event that We have to recover the Vehicle, You will be charged all recovery and repossession charges plus a service fee reflecting the administrative inconvenience to Us, and We may, acting reasonably, report the Vehicle as stolen to the Police.

3.4 Cancellation

- (a) Acting reasonably, We may change or cancel Your reservation at any time, including as to its Collection Location or Return Location or by substituting the Vehicle for another vehicle.
- (b) If You are not provided a replacement Vehicle for hire or it is unsuitable, You may terminate the booking through the App and not incur any Hire Fee for such portion of the Hire Period as is unused.

4 Payment

4.1 Authorisation and Security Deposit

- (a) You **must**, on or before commencement of the Hire Period and before entering into possession of the Vehicle, pay the Security Deposit to RIIDE which will be retained as a security for the performance of any of Your obligations and liabilities under the Rental Agreement.

- (b) RIIDE may take:
 - (i) a Security Deposit, in an amount determined by RIIDE acting reasonably; and
 - (ii) a separate pre-authorisation of no less than AUD \$80 (or the amount shown in the App, or the daily fee for that Vehicle). The pre-authorisation is taken for each booking and may be renewed or re-taken for each additional 24-hour period; and is in addition to any Security Deposit that may be required from time to time.
- (c) The Security Deposit will be refunded to You within 30 days of You returning the Vehicle to a Return Location and Finishing Your Booking provided that:
 - (i) all amounts due to Us under the Rental Agreement have been paid, including toll road charges and refuelling costs;
 - (ii) the Vehicle has been returned to the Return Location 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;
 - (iv) the exterior and interior of the Vehicle are clean;
 - (v) the Vehicle has a fuel level of no less than 25%; and
 - (vi) there has not been a Major Breach of the Rental Agreement,

4.2 Hire Fees

You **must** pay to RIIDE:

- (a) the Security Deposit;
- (b) the Hire Fees;
- (c) any tax, duty, levy, charge or other expense paid or payable by RIIDE to any government or government authority in respect of the use of the App or hire of the Vehicle;
- (d) any other costs or expenses which You are required to pay to RIIDE under these terms; and
- (e) any expenses incurred by RIIDE as a result of a breach of these terms by You.

4.3 Calculation

- (a) The Hire Fee is calculated:
 - (i) at the rate shown in the App, which may vary according to whether the Vehicle is moving or parked;
 - (ii) from the time the booking is started until the Vehicle is parked at a Return Location, the ignition is turned off, the Vehicle is locked and the booking is closed in the App; and
 - (iii) if excess kilometres are travelled (see clause 8.4),
 otherwise, that amount of the Hire Fee as specified in the App. Pricing details may be viewed at <https://help.riide.com.au/kb/pricing/>
- (b) The Hire Fee is capped at the amount specified in the App.

4.4 Payment

- (a) You will be charged the accumulated Rental Charges upon You finishing your booking.
- (b) If the Vehicle is not returned to a Return Location within 24 hours of the booking start time, RIIDE will capture the Rental Charges accrued to that point and may renew the pre-authorisation described in clause 4.1(b). Rental Charges will then continue to accrue, and may be captured, at the end of each further 24-hour period until the Vehicle is returned to a Return Location and the booking is Finished.
- (c) If any payment of the Rental Charges is dishonoured or declined You will be notified and the default must be rectified immediately.
- (d) If any payment of the Rental Charges is dishonoured or declined for a consecutive second time, the Vehicle may be immobilised and if its location cannot be identified the Vehicle may be reported to the police as stolen, after notice to You.
- (e) In the event that We have to recover the Vehicle, You will be charged all recovery and repossession charges plus a service fee reflecting the administrative inconvenience to Us.

4.5 Assumption of risk of third party network unavailability

- (a) Unavailability of a third party network may cause the App or Vehicle to be unavailable because required data transfers (including those relating to Vehicle telematics systems or the App) are interrupted.
- (b) Services may be affected by atmospheric interferences, topographic conditions or obstacles (e.g. bridges, tunnels, buildings), and positioning services based on the global navigation satellite system.
- (c) Use of the internet may be subject to additional restrictions (e.g. network overload).
- (d) Capacity shortages may be a consequence of load peaks of the services, the mobile or fixed line networks or the Internet.
- (e) You remain liable for the Hire Fee throughout the Hire Period despite any such unavailability.

5 Prohibited Use of the Vehicle



IMPORTANT NOTICE

A breach of any part of this clause 5 is a Major Breach of the Rental Agreement. See clause 13 for further details.

- 5.1 The Vehicle **must not** be driven by You:
- (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 it is damaged or unsafe.
- 5.2 You **must not**:
- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
 - (b) use the Vehicle:
 - (i) for any illegal purpose;
 - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (iii) to propel or tow another vehicle or a trailer;
 - (iv) to carry or transport illegal drugs or substances;
 - (v) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
 - (vi) in an unsafe or un-roadworthy condition; or
 - (c) use a mobile phone:
 - (i) to make or receive a phone call, perform any audio function or as a navigational device, **unless** the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
 - (ii) to send a text message, video message, email or similar communication **unless** the Vehicle is parked.
- 5.3 You **must not**:
- (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
 - (b) modify the Vehicle in any way;
 - (c) sell, rent, lease or dispose of the Vehicle; or
 - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- 5.4 You **must not** use the Vehicle to carry:
- (a) passengers for hire, fare or reward or for rideshare purposes;
 - (b) more than the number of passengers for which the Vehicle is licenced; or
 - (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

6 Prohibited areas of use



IMPORTANT NOTICE

A breach of any part of this clause 6 is a Major Breach of the Rental Agreement. See clause 13 for further details.

- 6.1 The Vehicle **must never** be driven or used outside the Service Area.
- 6.2 The Vehicle **must never** be driven:
- (a) on an Unsealed Road;
 - (b) Off Road; or
 - (c) in any area where snow has fallen or is likely to fall.
- 6.3 The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:
- (a) roads that are prone to flooding or are flooded;
 - (b) beaches, sand dunes, streams, rivers, creeks, dams and floodwaters;
 - (c) any road where the police or an authority has issued a warning;
 - (d) any road that is closed; and
 - (e) any road where it would be unsafe to drive the Vehicle.

7 Your obligations



IMPORTANT NOTICE

A breach of any of sub-clauses 7.2, 7.5, 7.6, 7.7, 7.8 or 7.10 is a Major Breach of the Rental Agreement. See clause 13 for further details.

7.1 Start of the Hire Period

- (a) Before collecting the Vehicle You **must**:
 - (i) carry out an inspection of the Vehicle, including to check:
 - (A) the interior and exterior condition of the Vehicle;
 - (B) that the tyres are properly inflated;
 - (C) that the Vehicle's fuel level is no less than 25%; and
 - (D) any other matters required by RIIDE to be checked by You by notice to You via the App; and

- (ii) confirm the state and condition of the Vehicle to RIIDE via the App.
- (b) Your confirmation to RIIDE is deemed to be conclusive evidence of the state and condition of the Vehicle as at commencement of the Hire Period.
- (c) You **must not** drive or start the engine of the Vehicle if there is any detectable fault, visible or otherwise detectable irregularity, or absence of stated attachments to the Vehicle.

7.2 During Your hire

You **must not**:

- (a) (a) transport any animal in the Vehicle unless:
 - (i) it is an accredited assistance animal within the meaning of the Disability Discrimination Act 1992 (Cth); and
 - (ii) you have notified RIIDE of the animal before the booking starts and provided evidence of its accreditation if requested;
 - (iii) the animal remains on a suitable seat cover or in an approved harness or crate; and
 - (iv) you pay any additional cleaning or deodorising fee specified in the Fees & Charges schedule;

All other pets and animals are prohibited unless explicit written permission is obtained prior to the booking.

- (b) smoke in the Vehicle and You must take reasonable steps to prevent passengers from doing so; or
- (c) use the Vehicle to move infectious, biohazardous or biomedical waste, unless specifically approved by Us. Additional cleaning, disinfection and deodorising charges will apply.

7.3 Fuel

- (a) A Fuel Card is supplied with the Vehicle.
- (b) Where the fuel level of the Vehicle is or falls below 25% at any time during the Hire Period, you **must** refuel the Vehicle at a Fleet Card supported site.
- (c) You **must not** use the Fuel Card for any vehicle other than the Vehicle or to pour fuel to any other container.
- (d) You **must** keep the Fuel Card secure and leave it in the Vehicle where indicated upon finishing using it, and in the case of its loss, you **must** immediately inform RIIDE and indemnify RIIDE for any loss or cost incurred due to its loss.

7.4 Seat belts and restraints

You **must** comply with all mandatory:

- (a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and
- (b) child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

7.5 Vehicle to be locked when not in use or unattended

Using the App You **must** make sure that the Vehicle is locked when it is not in use or unattended.

7.6 Reasonable care

You **must** take reasonable care of the Vehicle by:

- (a) preventing it from being damaged;
- (b) making sure that it is protected from the weather;
- (c) maintaining the engine and brake oils and coolant level and tyre pressures;
- (d) using the correct fuel type; and
- (e) making sure it is not overloaded.

7.7 Notification of Vehicle fault

You **must** inform Us immediately if:

- (a) a warning light or fault message appears;
- (b) You see or become aware of low engine or brake oils, or engine coolant levels; or
- (c) the Vehicle develops any fault during the Hire Period.

If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

7.8 Repair without authority prohibited

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

7.9 Repair with authority

Where We have given You Our prior authority to repair the Vehicle 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. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Agreement.

7.10 Staying with the Vehicle after an Accident

You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

8 Other costs and charges

8.1 Administrative fees and charges

These may be viewed at: <https://help.riide.com.au/fees-and-charges>

We may charge reasonable administrative fees for processing tolls, fines, infringements, damage assessments, claims and recovery expenses arising during Your booking.

8.2 Fines and infringements

You **must** pay all speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority. An administrative fee applies if We are required to nominate You as the responsible driver if any fine or infringement is unpaid.

8.3 Tolls

- (a) We use a video matching service by Linkt for use of the Vehicle on toll roads.
- (b) All toll charges, including a video matching fee per toll, will be debited from Your nominated credit or card within a reasonable time after We receive an invoice from the toll road operator and prior to refund of the Security Deposit.

8.4 Daily kilometre limit

A daily limit of 100 kilometres applies. For each day You exceed that limit (calculated over the Hire Period) You will incur an additional fee of forty cents (40c) per kilometre.

8.5 Inspection, audit and post hire inspection

- (a) Acting reasonably, RIIDE may carry out inspections of the Vehicle before, after or during the Hire Period to ensure that the Vehicle is being operated in accordance with these Terms and Conditions.
- (b) Without limiting clause 8.5(a), You must return the Vehicle to RIIDE for inspection at any Return Location reasonably nominated by RIIDE.
- (c) After an inspection under clause 8.5(a), We may prepare a notice listing any damage or matters requiring repair or rectification, in which case You **must** pay to RIIDE:
 - (i) without limiting the remedies available to RIIDE, the amount for each applicable Loss Event;
 - (ii) any other costs incurred by or on behalf of RIIDE to repair or rectify Damage or matter; and
 - (iii) any amount payable to RIIDE under these Terms and Conditions.
- (d) You agree that the amounts referred to for each Loss Event (or group of Loss Events) are a genuine pre-estimate of the loss or Damage that RIIDE may suffer on the occurrence of that Loss Event (or group of Loss Events).

8.6 Return of the Vehicle at the end of the reservation/booking

At the end of Your reservation/booking You **must** drop-off the Vehicle:

- (a) a Return Location, being an unrestricted parking space within the area shown in the App and if You fail to do so You **must** pay an administrative fee for relocating the Vehicle and any charges incurred for prohibited parking;
- (b) in a reasonable state of cleanliness;
- (c) in the same mechanical condition it was in at the Start of the Hire Period, fair wear and tear excepted; and
- (d) with a fuel level of no less than 25%.

8.7 End of hire obligations

At the conclusion of the hire You **must** pay:

- (a) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle has been stolen;
- (b) any costs We incur, including:
 - (i) extra cleaning costs;
 - (ii) penalties, fines or fees; or
 - (iii) administrative costs;
- (c) for all Damage arising from a Major Breach of the Rental Agreement;
- (d) for all Overhead Damage;
- (e) for all Underbody Damage; and
- (f) for any Damage caused by the immersion of the Vehicle in water.

8.8 Default in payment

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

- (a) You are in Payment Default if any amount payable under the Rental Agreement is not received in full when due, or if a charge to Your nominated payment card is declined or dishonoured.
- (b) Interest – From the day after the Payment Default arises (allowing an automatic 7-day grace period for genuine banking error), interest will accrue on the overdue balance at 10 per cent per annum, calculated daily and charged monthly until paid in full; and
 - (i) Where We suffer any loss, cost or Damage for which You are liable under this Agreement, the amount is immediately due and payable on the date the loss is incurred or the Damage occurs, even if RIIDE issues its invoice or demand at a later time. Interest under paragraph (b) accrues from the next day.

- (ii) Nothing in this clause limits Our right, if legal proceedings commence, to claim interest under section 59 of the Civil Proceedings Act 2011 (Qld) and rule 283 of the Uniform Civil Procedure Rules 1999 (Qld), or any successor provision, in lieu of or in addition to the contractual interest set out above.
- (c) 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
- (d) 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 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; and
- (e) You acknowledge that we may disclose your default and related information to a Credit Reporting Body in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy.

For the avoidance of doubt, nothing in this Agreement shall be construed as RIIDE providing credit or acting as a credit provider for the purposes of the National Consumer Credit Protection Act 2009 (Cth), the National Credit Code or any similar legislation. RIIDE's access to, and disclosure of, consumer-credit information is limited to identity verification, risk management and the listing of payment defaults permitted under the Privacy Act 1988 (Cth).

9 Damage Cover

9.1 Damage Excess

- (a) Standard Damage Cover is included in the Rental Charges.
- (b) Subject to these Terms and Conditions, We will indemnify You for any Damage to the Vehicle, its theft or Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim **unless**:
 - (i) We agree You were not at fault; and
 - (ii) the other party was insured and their insurance company accepts liability.

9.2 When is the Damage Excess payable?

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:

- (a) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
- (b) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and
- (c) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to You as soon as practicable.

9.3 Younger age additional Damage Excess

An additional Damage Excess of \$3,000 applies if You are 18 to 20 years of age or on a P2 licence.

9.4 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.

10 Damage Cover Exclusions

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

- (a) Damage or Third Party Loss arising from:
 - (i) a Major Breach of the Rental Contract; or
 - (ii) the driving or use of the Vehicle by any other driver;
- (b) Overhead Damage;
- (c) Underbody Damage;
- (d) Damage caused by:
 - (i) immersion of the Vehicle in water; or
 - (ii) use of the incorrect fuel type;
- (e) damage to the windscreen of the Vehicle;
- (f) damage to the tyres of the Vehicle, other than by normal wear and tear.

10.2 There is also no Damage Cover for:

- (a) 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; or
- (b) personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
 - (i) You; or
 - (ii) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside.

11 Breakdowns

- 11.1 We will provide You with a Vehicle that is of acceptable quality and in good working condition but breakdowns do occur. Twenty four hour roadside assistance is provided free of charge for breakdowns (but not for accidents) and if the Vehicle breaks down during the Hire Period You **must** contact Us on **1300 580 175** to arrange assistance. We will recover and repair the Vehicle as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.
- 11.2 We are not responsible for:
- (a) a flat battery because the lights or entertainment system have been left on;
 - (b) tyre changing; or
 - (c) lost keys or remote control device;
- Extra charges apply if any of these services are provided at Your request and You are responsible for and **must** pay for any Damage caused.
- 11.3 Subject to the Australian Consumer Law, We are not responsible for:
- (a) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
 - (b) loss of enjoyment; or
 - (c) consequential or economic loss.

12 Accident and theft reporting



IMPORTANT NOTICE

A breach of any part of this clause 12 is a Major Breach of the Rental Agreement. See clause 13 for further details.

- 12.1 If You have an Accident or the Vehicle is stolen You **must** report the Accident or theft to Us as soon as practicable. Damage **must** also be reported by completing the Vehicle Damage Report located in the Vehicle's glovebox and by use the 'Report Damage' button in the App. If the Vehicle is stolen You must complete and lodge a theft report which will be supplied upon receipt of notification of the theft.
- 12.2 If the Vehicle is stolen or if You have 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 **must** also report the theft or Accident to the Police.
- 12.3 If You have an Accident You **must**:
- (a) exchange names and addresses, phone numbers and email addresses with the other driver;
 - (b) take a photo of the other driver's licence;
 - (c) take the registration numbers of all vehicles involved;
 - (d) take as many photos as is reasonable showing:
 - (i) the position of the Vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Vehicle;
 - (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;
 - (e) obtain the names, addresses, phone numbers and email addresses of all witnesses;
 - (f) forward all third party correspondence or court documents to Us within 7 days of receipt; and
 - (g) co-operate with Us in the prosecution of any legal proceedings that We may institute or 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; or
 - (ii) any Court hearing.
- 12.4 You **must not**:
- (a) make any admission of fault;
 - (b) promise to pay any claim for Third Party Loss; or
 - (c) release the other party from any liability to pay for Damage as a result of an Accident, theft of attempted theft.

13 Consequences of a Major Breach of the Rental Agreement

13.1 No Damage Cover

If You:

- (a) commit a Major Breach of the Rental Agreement in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
- (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, has occurred,

You:

- (i) have no Damage Cover;
- (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
- (iii) are liable for and **must** pay any additional costs or expenses We incur as a direct consequence.

13.2 Termination and repossession

Acting reasonably, We may terminate the Rental Agreement and take immediate possession of the Vehicle if:

- (a) a breach of any part of sub-clause 13.1 has occurred;
- (b) a breach of any part of sub-clause 8.5(c) has occurred;
- (c) You have not paid an invoice or any other request for payment (whether written or verbal), Your payment card is declined or Your bank reverses a charge made on Your payment card and you fail to pay the amount due within 24 hours of being notified by Us that the invoice is outstanding;
- (d) for any reason on 24 hours' notice.

13.3 Repossession

Without limiting clause 13.2, if You fail to return the vehicle to RIIDE under the Rental Agreement and if you fail to comply with a demand by Us to you to return the vehicle:

- (a) RIIDE may take steps to recover and repossess the vehicle. You authorise Us to enter any premises owned or occupied by You in order to recover or repossess and agree to and agree to give RIIDE (and its agents) reasonable access for that purpose.

14 Privacy



IMPORTANT NOTICE

A breach of sub-clause 14.2(b) is a Major Breach of the Rental Agreement. See clause 13 for further details.

14.1 Personal Information

- (a) We are committed to complying with the Australian Privacy Principles.
- (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.
- (d) Personal information disclosed to a Credit Reporting Body may include identity particulars, repayment history, and any payment defaults. Our full credit-handling practices are set out in the Privacy Policy.

14.2 Tracking Device

- (a) You consent to Us using the fitted Tracking Device (GPS/telematics) at all times to track the Vehicle's location, monitor operational status and driving behaviour, and remotely immobilise or repossess the Vehicle in the event of suspected misuse, breach of these Terms and Conditions, or non-payment.
- (b) You **must not** tamper with the Tracking Device or remove it from the Vehicle.

15 Definitions and interpretation

15.1 Definitions

In these Terms and Conditions:

Accident means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle 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.

Account means Your RIIDE user account created through the App.

App means the RIIDE mobile application for Android and iOS.

Collection Location means the location as shown in the App for collection of the Vehicle.

Credit Reporting Body has the meaning given in the Privacy Act 1988 (Cth) and includes Illion, Equifax and Experian.

Damage means:

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
- (b) towing 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 Vehicle unroadworthy is **not** fair wear and tear.

Damage Cover means the cover You have for Damage, theft, attempted theft and Third Party Loss under clause 9, subject to the Damage Cover Exclusions in clause 10.

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 Vehicle has been stolen and not recovered and includes the additional amount for younger drivers that is payable pursuant to sub-clause 9.3.

EULA means the end user licence agreement for the App, as displayed or linked to in the App.

Finishing Your Booking, Booking Finished, means You returning the vehicle to a Return Location and confirming within the App to finish the hire by clicking "Finish" and then "Confirm".

Fuel Card means the numbered card provided by Fleet Card, or WEX Motorpass.

Hire Fee means the charges payable by You for Your use of the Vehicle and the Services, together with GST and any other taxes or levies and is calculated in accordance with clause 4.3.

Hire Period means that period of time commencing when the Vehicle is unlocked at a Collection Location and continuing until the Vehicle is parked at a Return Location, the ignition is turned off, the Vehicle is locked and the booking is closed in the App.

Loss Event means any incident, act or omission (whether deliberate, negligent or accidental) that:

- (a) is identified in the Fees & Charges schedule under the heading "Loss Events" (as updated from time to time); or
- (b) results in, or could reasonably be expected to result in, any of the following:
 - (i) loss of, or damage to, the Vehicle, its keys, fuel card, telematics or navigation equipment, documents or accessories;
 - (ii) loss of, or damage to, the Vehicle arising from refuelling with an unsuitable fuel or other misuse of fuel-related equipment;
 - (iii) unauthorised, unsafe, prohibited or improper parking, drop-off, relocation, towing or seizure of the Vehicle;
 - (iv) any administrative intervention by RIIDE, including re-nominating a driver for an infringement, arranging recovery or repossession, or investigating unreported damage; or
 - (v) any other event that RIIDE reasonably designates as a Loss Event in writing or in the Fees & Charges schedule. Each Loss Event attracts the liquidated damages or other amounts stated in the Fees & Charges schedule (or, if none are stated, RIIDE's reasonable costs and losses).

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle 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 following:

- (a) sub-clauses 2.1(b), 2.1(e), 2.2, 2.3, or 2.4, clause 5 (all parts); clause 6 (all parts); sub-clauses 7.2, 7.5, 7.6, 7.7, 7.8, or 7.10 that causes Damage, theft of the Vehicle or Third Party Loss;
- (b) clause 12 (all parts) 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
- (c) sub-clause 14.2(b).

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.

Overhead Damage means:

- (a) Damage to the Vehicle; or
- (b) Third Party Loss,

caused by:

- (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- (ii) objects being placed on the roof of the Vehicle; or
- (iii) You or any person standing or sitting on the roof of the Vehicle.

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

Privacy Policy means Our Privacy Policy which is at www.riide.com.au/privacypolicy.

Rental Charges means the Hire Fee plus any other amounts payable under clause 4.2

Return Location means a return location available as specified in the App that is not:

- (a) private property; or
- (b) a time-restricted parking area; or
- (c) a metered parking area; or
- (d) an area where the parking would contravene a law,

unless expressly authorised in the App, as RIIDE otherwise expressly agrees in writing, or as set out in Carparks and Special Areas at <https://help.riide.com.au/kb/your-guide-to-parking/#carparks-and-special-areas>.

RIIDE, We, Us, Our, means RIIDE PTY LTD trading as RIIDE ABN 33 646 996 885.

Security Deposit means the amount shown on the Rental Agreement We collect from You at the Start of the Hire Period as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to sub-clause 4.1(c).

Service Area means such areas or localities specified by RIIDE in the App or Website from time to time and within which the Vehicle may only be driven or used.

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 Vehicle 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 Vehicle caused by or resulting from contact between the underside of the Vehicle 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.

Vehicle means the Vehicle described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit.

Website means the website located at www.RIIDE.com.au

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle 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.