

LEGAL POLICIES DELUXE EBIKE TOURS

DELUXE EBIKE TOURS RENTAL AGREEMENT

1. Before the customer leaves the DELUXE EBIKE TOURS, Adelaide, South Australia premises, or a pre-arranged designated drop-off point by DELUXE EBIKE TOURS, Adelaide, South Australia, the customer has inspected the Ebike and has satisfied themselves with the condition of the Ebike and that it is fit for the purpose for which it is being hired.
2. The customer accepts the use of the Ebike, as in the inspected condition given to them by DELUXE EBIKE TOURS, Adelaide, South Australia and accepts full responsibility for the care of the Ebike while in his/her possession.
3. DELUXE EBIKE TOURS, Adelaide, South Australia has provided all necessary instructions for the use of the Ebike to the customer. The customer has fully understood such instructions, including wearing a helmet.
4. DELUXE EBIKE TOURS, Adelaide, South Australia has provided a helmet to the customer or the customer has chosen to use their own helmet. The customer will wear the helmet at all times while riding the Ebike and accepts any consequences of not wearing the helmet, including breaching the South Australia law that a bicycle rider must wear a helmet whilst riding a bicycle.
5. The customer agrees that he/she as the rider of the Ebike understands the road rules and agrees they will not ride the Ebike recklessly or dangerously and will take all reasonable care, inclusive of not riding the Ebike on the beach, sand or in a body of water (such as a river or sea).
6. The customer agrees to return the Ebike in an undamaged condition to DELUXE EBIKE TOURS, Adelaide, South Australia.
7. If the Ebike is returned in a damaged condition to DELUXE EBIKE TOURS, Adelaide, South Australia, charges will be made to the customer for the necessary repair and maintenance of the Ebike or its full replacement.
8. If the Ebike has parts or components that need to be repaired and/or replaced due to the damage incurred the customer is liable for the charges associated with this repair and/or replacement at the standard retail price for the part and/or component of the Ebike.
9. Returning the Ebike in an undamaged condition does not refer to the usual reasonable wear and tear that comes from the Ebike being ridden. However, such wear and tear does not include broken or bent spokes and rims, damaged frames, handlebars, seats, or other bike parts that have either been misused and/or damaged from an accident, such as a crash.
10. The Ebike must be returned to DELUXE EBIKE TOURS, Adelaide, South Australia by the due time as per the rental hire agreement, unless other arrangements have been made with DELUXE EBIKE TOURS, Adelaide, South Australia that they pick up

the bike. Failure to return the Ebike by the assigned time means the customer will be subject to a late charge fee of an hourly rate, for every hour the Ebike is returned late.

11. The customer will provide DELUXE EBIKE TOURS, Adelaide, South Australia with details of their Driver's License or Passport as a means of identification.

12. The customer will provide DELUXE EBIKE TOURS, Adelaide, South Australia with details of their credit card which will have a \$100 holding charge placed on the card until the Ebike is returned and any outstanding repairs and/or replacement of parts or components, including labour, is completed.

13. DELUXE EBIKE TOURS, Adelaide, South Australia is not responsible for the theft of the Ebike. Each Ebike hire will include a lock for the Ebike and an alarm attached to the Ebike.

14. In the event the Ebike is lost or stolen while in the possession of the customer, the customer takes full responsibility for reimbursing DELUXE EBIKE TOURS, Adelaide, South Australia for the original price of the Ebike, plus the cost of any accessories that were provided at the time of the Ebike hire.

DELUXE EBIKE TOURS | Adelaide, South Australia | ABN: 26 199 449 287

 **I acknowledge I have read and understood the Deluxe Ebike Tours Rental Agreement**

Customer signature: _____

Name of customer: _____

Date: _____

DELUXE EBIKE TOURS ASSUMPTION OF RISK STATEMENT

1. The customer understands and accepts that renting an Ebike from DELUXE EBIKE TOURS, Adelaide, South Australia and participating in an Ebike tour could expose them to hazards that may involve unavoidable risk of injury, death and loss and/or damage of property.
2. The customer is over 18 years of age and is competent at riding an Ebike.
3. The customer understands that they should be in good physical health to participate in riding an Ebike.
4. The customer confirms that they have no significant health issues at the time of hiring the Ebike, that prevent them from participating in riding an Ebike and they do not have a medical condition, nor have they been diagnosed with a condition, that prevents them from riding an Ebike.
5. Despite the aforementioned risks and acknowledgements, the customer assumes all risk of injury or loss of life to themselves and loss of or damage to property arising out of renting this Ebike and participating in riding an Ebike.
6. The customer understands the inherent risk involved in hiring and riding an Ebike and accepts full responsibility for any and all such damage or injury that may result.

DELUXE EBIKE TOURS | Adelaide, South Australia | ABN: 26 199 449 287

 **I acknowledge I have read and understood the Assumption of Risk Statement.**

Customer signature: _____

Name of customer: _____

Date: _____

DELUXE EBIKE TOURS WAIVER AND RELEASE STATEMENT

1. The customer releases and discharges DELUXE EBIKE TOURS, Adelaide, South Australia from any claims for injury, illness, death or loss of or damage to property which the customer may suffer while renting this Ebike and participating in Ebiking.
2. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of DELUXE EBIKE TOURS, Adelaide, South Australia.
3. It is the customer's intent by signing this Waiver and Release Statement to release DELUXE EBIKE TOURS, Adelaide, South Australia and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of DELUXE EBIKE TOURS, Adelaide, South Australia or whether based upon breach of contract.
4. The customer fully accepts that if injury, illness, death or damage occurs to themselves while they are engaged in renting an Ebike or participating in Ebiking that they have no right to make a claim or file a lawsuit against DELUXE EBIKE TOURS, Adelaide, South Australia, even if they or any of them negligently cause the customer injury, illness, death or damage.

DELUXE EBIKE TOURS | Adelaide, South Australia | ABN: 26 199 449 287

I acknowledge I have read and understood the Waiver and Release Statement.

Customer signature: _____

Name of customer: _____

Date: _____

DELUXE EBIKE TOURS CANCELLATION POLICY

1. A customer can cancel a booking at any time but a cancellation fee of 20% of the Ebike rental fee applies when notified within 5 days of the rental departure date and time.
2. Any refunds of the Ebike rental fee will be made to the credit card used to make the original booking.
3. A customer can cancel a booking at any time but no refund will be made if the cancellation is within 48 hours of the rental departure date and time.
4. A customer can amend a rental departure date and time, without incurring a change fee, within 48 hours of the rental departure date and time.
5. A cancellation or amendment must be made in writing to mark@deluxeebiketours.com.au
5. DELUXE EBIKE TOURS, Adelaide, South Australia reserves the right to amend or cancel any reservation. If this occurs the customer will be immediately informed in writing (email) and by phone. The customer's Ebike hire will be rescheduled or fully refunded.

DELUXE EBIKE TOURS | Adelaide, South Australia | ABN: 26 199 449 287