



Scooter and e-Bike Terms and Conditions 2023

1 Introduction

1.1 Rental Contract

- (a) When 'the Renter' rents a Scooter or electric bike (**e-Bike**) from 'the Owner' (**Haa Haa Pty Ltd**), the Renter is entering into a Rental Contract with the Owner consisting of two separate documents. They are:
 - (i) the agreement (**Rental Agreement**) the Renter has signed to rent the Scooter or e-Bike from the Owner; and
 - (ii) the rental Terms and Conditions (**Terms & Conditions**) enclosed within this document.
- (b) The date of the Rental Contract is the date shown in the Rental Agreement. Upon signing the Rental Agreement, a Rental Contract is formed and the Renter is bound to these Terms and Conditions.
- (c) The Rental Contract permits use of the Scooter or e-Bike for private and commercial purposes (if stated upon signing of the Rental Agreement), and includes Damage Cover under clause 6 if the Vehicle is used for food delivery.
- (d) These Terms and Conditions apply to both Scooter and e-Bike hire, with exception of clause 7 which applies only to Scooters. Special conditions that apply to the hiring of e-Bikes can be found in clause 13, and for the avoidance of doubt, the remainder of these Terms and Conditions, with the exception of clauses 2.3, 2.4 and 6, apply to both Scooter and e-Bike hire. The primary difference between Scooter and e-Bike hire is that electric bike hire does not come with third party insurance as is the case with Scooters. See clause 13 for further information.

1.2 Applicable law

- (a) The laws of the state in which the Rental Station is situated govern the Rental Contract and the Renter agrees that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between the Renter and the Owner.
- (b) The Australian Consumer Law provides the Renter with rights that are not affected by the Rental Contract and any provision in this contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.

2 Who May Ride the Scooter or e-Bike?

- 2.1 Only the Renter is authorised to ride the Scooter or e-Bike. It is a 'Major Breach' of the Rental Contract if the Renter allows an unauthorised individual ride the Scooter or e-Bike. If there is a Major Breach of the Rental Contract, both the Renter and the unauthorised rider have voided any cover that may have been afforded to them, meaning there is no cover for either the Renter or the unauthorised rider for any Damage, theft of the Scooter or e-Bike or Third Party Loss.
- 2.2 There is a minimum and maximum age limit for those renting our Scooters and e-Bikes. The Renter must be at least 18 years of age and no older than 75 years of age.
- 2.3 The Renter must also have a valid licence to ride a Scooter and which is issued in an Australian state or territory or an international licence (with a translation into English if it is not issued in English) and the licence must not be subject to any restriction or condition.
- 2.4 Learner riders can ride the Scooter providing they are over 18 years of age and have a Learners Permit issued in an Australian state or territory. International Learners Permits are not accepted.
- 2.5 If the Renter chooses to pick up or drop off a passenger whilst using one of our Scooters or e-Bikes, the Renter does so at their own risk and the Owner has no liability to the passenger for any loss or damage they may suffer.

3 Prohibited Use

- 3.1 The Scooter or e-Bike must not be ridden by the Renter:

- (a) if the Renter is intoxicated or under the influence of drugs or alcohol;
- (b) if the Renter is driving dangerously or recklessly;



- (c) if the Renter is driving without a helmet and adequate safety equipment; or
- (d) whilst the Scooter or e-Bike is damaged or unsafe.

3.2 The Renter must not use the Scooter or e-Bike:

- (a) for any illegal purpose;
- (b) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
- (c) to tow or push another vehicle or trailer;
- (d) to carry more than one pillion passenger on a Scooter;
- (e) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
- (f) in an unsafe or un-roadworthy condition.

3.3 The Renter must not:

- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
- (b) damage the Scooter or e-Bike deliberately or recklessly or allow anyone else to do so;
- (c) modify the Scooter or e-Bike in any way;
- (d) sell, rent, lease or dispose of the Scooter or e-Bike; or
- (e) register or claim to be entitled to register any interest in the Scooter or e-Bike under the Personal Property Securities Act 2009 (Cth).

4 Where the Scooter or e-Bike can and cannot be used

4.1 Scooters and e-Bikes must never be ridden:

- (a) on an Unsealed Road;
- (b) Off-road; or
- (c) in any area where snow has fallen or likely to fall.

4.2 Scooters and e-Bikes must not be used in any area that is prohibited by the Owner. Prohibited areas include:

- (a) roads that are prone to flooding or are flooded;
- (b) beaches, 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 ride the Scooter or e-Bike.

4.3 Scooters and e-Bikes must never be ridden or used outside the state or territory in which the Rental Station is situated unless the Owner has given prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

5 Your obligations

5.1 All moneys owed to the Owner under the Rental Contract, including the Rental Charges, must be paid:

- (a) on a weekly basis no less than 7 days in advance in the case of recurring bookings or bookings that are made more than 7 days in advance of the scheduled hire;
- (b) immediately upon entering into the Rental Agreement if the booking is made within 7 days of the scheduled hire; and
- (c) by way of a credit card, debit card or through a direct debit arrangement agreed to by the Owner.

5.2 At the Start of the Rental and before collecting the Scooter or e-Bike, the Renter must:



- (a) inspect it to make sure that any pre-existing damage is noted and shown in the Rental Agreement; and
 - (b) pay the Security Bond.
- 5.3 The Security Bond is fully refundable less the processing fee of \$30 to the Renter provided that:
- (a) all amounts due to the Owner under the Rental Contract have been paid;
 - (b) the Scooter or e-Bike have been returned to the Rental Station at the date and time set in the Rental Agreement;
 - (c) there is no Damage to the Scooter or e-Bike or Third-Party Loss;
 - (d) the exterior of the Scooter or e-Bike is clean (subject to fair wear and tear);
 - (e) the Scooter has a full tank of fuel; and
 - (f) there has not been a Major Breach of the Rental Contract.
- We reserve the right to retain all or part of the Bond if these conditions are not met.
- 5.4 The refund of the Security Bond will be made once all amounts owed under the Rental Contract have been paid and have cleared into the Owner's account, which can take up to 14 business days.
- 5.5 At the End of Rental, the Renter must:
- (a) return the Scooter or e-Bike in a reasonable state of cleanliness and in the same condition it was in at the Start of the Rental Period, fair wear and tear excepted;
 - (b) cleaning fee will be charged subject to Haa Haa discretion of \$20.00 per scooter;
 - (c) pay the balance of Rental Charges (if any);
 - (d) pay for all Damage to the Scooter or e-Bike or its replacement cost if the Scooter or e-Bike has been stolen and not recovered;
 - (e) pay the Damage Excess if there is a claim for Third Party Loss as a result of an Accident involving a Scooter;
 - (f) pay for Third Party Loss as a result of an Accident involving an e-Bike;
 - (g) pay any costs the Owner incurs, including extra cleaning costs under clause 5.5(a) in reinstating the Scooter or e-Bike to the same condition it was at the Start of the Rental Period, fair wear and tear excepted; and
 - (h) pay for:
 - (i) all Damage arising from a Major Breach of the Rental Contract; and
 - (ii) any Damage caused by the immersion of the Scooter or e-Bike in water.
- 5.6 The Renter must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Scooter or e-Bike or release of the Scooter or e-Bike if it has been seized by a regulatory authority.
- 5.7 If the Owner pays for any tolls, fines or infringements incurred by the Renter during the Rental Period, the Owner will charge the Renter an administration fee for all such payments as well as charging the Renter for the toll, fine or infringement.
- 5.8 The Renter must make sure that the Scooter or e-Bike is locked when not in use or unattended and the keys must be kept in the Renter's possession at all times.
- 5.9 The Renter must take reasonable care of the Scooter or e-Bike by:
- (a) preventing it from being damaged;
 - (b) making sure that it is protected from the weather;
 - (c) using the correct fuel type (unleaded) in the Scooter and ensuring that E10 fuel is not used; and
 - (d) making sure it is not overloaded.
- 5.10 If the Scooter or e-Bike develops a fault during the Rental Period:



- (a) the Renter must inform the Owner immediately;
 - (b) the Renter must not ride the Scooter or e-Bike unless the Owner has authorised the Renter to do so; and
 - (c) the Renter must not let anyone else conduct repair work on the Scooter or e-Bike or tow or salvage of it without the Owner's prior written authority to do so.
- 5.11 The person hiring the Scooter will receive the Scooter with a full tank of petrol and is expected to return the Scooter with a full tank of petrol. A failure to do so will result in the Renter incurring a \$25 fee will be deducted from the holding deposit.
- 5.12 If the Customer Changes home address, they must notify Haa Haa immediately. Scooter fines will be put into the customer's name and address that is on file.

Servicing and Maintenance

- 5.13 The Owner will provide the Renter with a Scooter or e-Bike that is of acceptable quality and in good working order.
- 5.14 If the Scooter or e-Bike breaks down during the Rental Period, the Owner will recover and repair the Scooter or e-Bike as soon as reasonably possible. If the Scooter or e-Bike cannot be repaired, the Owner will, subject to availability, seek to provide a replacement Scooter or e-Bike.
- 5.15 The Owner is not responsible for any consequential loss the Renter may suffer if the Scooter or e-Bike breaks down, unless it is the result of the Owner's negligence.
- 5.16 It is the Owner's responsibility to keep the Scooter or e-Bike regularly serviced and in good condition. The Owner will pay for the service, parts, tyres and any other issues with the Scooter or e-Bike providing that these issues were not caused by the Renter during the Rental Period.
- 5.17 The Renter must maintain the engine oil on the Scooter and the tyre pressures on the Scooter or e-Bike and must check these no less than on a weekly basis.
- 5.18 The Renter is required to check the service sticker on the Scooter regularly to ensure that the Scooter has not exceeded the date/kilometres for the next due service.
- 5.19 It is the Renter's responsibility to make a service booking when the Scooter is due to be serviced when the Scooter is either 300 kms away from the next due service, or 3 days prior to the predicted service date. A service booking is made online through the Owner's website (service booking).
- 5.20 If the Renter fails to return the Scooter when it is scheduled to be serviced, the Renter will be charged \$0.25 per kilometre for any kilometres that the Scooter has accumulated beyond the scheduled service.
- 5.21 The e-Bike must be returned to the Rental Station for a general service or safety check at intervals of no more than 14 days, or sooner if Renter determines as service or safety check are necessary.
- 5.22 The Renter will be liable for any Damage to the Scooter or e-Bike that occurs as a result of not returning the Scooter or e-Bike when it is scheduled for a service.

6 Damage Cover

6.1 Cover for Third Party Loss - Scooters only

Damage cover for Third Party Loss is included in the Rental Charges but there is no Damage Cover for Damage to the Scooter or if it is lost or stolen and not recovered. The Damage cover for Third Party Loss will terminate immediately if the Renter has outstanding amounts owing to the Owner pursuant to the Rental Agreement and/ or the Terms and Conditions.

6.2 Loss or Damage to the Scooter

- (a) If there is Damage to the Scooter, the Renter must pay the full Damage cost, including costs for the damaged parts and any additional costs for labour to repair the Scooter (labour costs are capped at \$110.00 an hour plus GST);
- (b) If the Damage to the Scooter is so substantial that it is not repairable or it is lost or stolen and not recovered, the Renter must pay for the replacement cost of the Scooter capped at \$4,000;



- (c) If there is any Damage to the Scooter that has directly been caused by the Renter during the Rental Period, the Renter will forfeit the Security Bond which will be applied to the Damage or replacement cost.

Schedule 1 at the end of these Terms and Conditions, Haa Haa provides a list of the costs associated with Damage to the Scooter or e-Bikes.

6.3 Third Party Loss – Scooters only

If there is Third Party Loss arising from an Accident involving a Scooter, the Renter must pay a Damage Excess as follows:

- (a) \$2,700 if the Renter is between 18 to 24 years of age; and
- (b) \$1,750 if the Renter is aged 25 or over.

Payment of the Damage Excess under this clause 6.3 is additional to the Renter's obligations under clause 6.2 to pay for the repair or replacement cost of the Scooter if there is Damage to it.

6.4 Damage and Damage Excess Waiver – Scooters only

At the Owner's sole discretion, the Owner may waive payment for Damage under clause 6.2 and payment of the Damage Excess under clause 6.3, but only if:

- (a) the Owner agrees that the Renter was not at fault;
- (b) the other party is insured; and
- (c) the other party's insurance company accepts liability and agrees to pay the Damage claim in full.

6.5 Damage Cover Exclusions - Scooters

- (a) There is no Damage Cover for Third Party Loss in certain instances, rendering the Renter liable in such circumstances. The Renter has no Damage Cover and is liable for:
 - (i) Damage to the Scooter or its loss as a result of theft;
 - (ii) Third Party Loss arising from a Major Breach of the Rental Contract, including the use of the Scooter by any rider who is not an Authorised Rider;
 - (iii) Damage caused by immersion of the Scooter in water; and
 - (iv) wheel or tyre damage, including puncture repair.
- (b) There is no Damage Cover for personal items that are left in or stolen from the Scooter for loss or damage to property belonging to or in the custody of the Renter, any relative or friend or any passenger.

6.6 Damage and Third-Party Loss - e-Bikes

- (a) There is no Damage Cover for e-Bikes for:
 - (i) Damage to the e-Bike, or if it is lost or stolen and not recovered; or
 - (ii) Third Party Loss.
- (b) If there is Damage to the e-Bike however it is caused by the Renter, they must pay the full repair cost and if the Damage is so substantial that it is not economically viable to repair the e-Bike or it is stolen and not recovered the Renter must pay the replacement cost of an equivalent e-Bike (capped at \$2,000).
- (c) If there is Third Party Loss, the Renter must pay that loss in full and the Renter agrees to indemnify the Owner for any claim made by a party who has suffered Third Party Loss arising from an Accident involving the e-Bike.
- (d) There is also no Damage Cover for personal items that are left in or stolen from the e-Bike or for loss or damage to property belonging to or in the custody of the Renter.

7 Toll Charges - Scooters

- 7.1 You must pay all tolls incurred related to the use of the Scooter on a toll road.



- 7.2 If the Owner receives toll invoices for use of the Scooter on a toll road, the Owner will nominate the Renter as the responsible rider and charge an administration fee of \$1.10 per nomination. The \$1.10 will be added to the Renter's direct debt amount in the case of direct debit payments for recurring hires or will be deducted from the Renter's Security Bond in the case of standard credit card or debit card transactions.

8 Rental Period, costs & charges

- 8.1 The Rental Agreement shows:

- (a) the Rental Period for which the Renter has rented the Scooter or e-Bike (minimum 1 month); and
- (b) the Rental Charges.

- 8.2 All moneys owed to The Owner under the Rental Contract, including the Rental Charges, must be paid on a weekly basis no less than seven (7) days in advance pursuant to the Direct Debit Agreement or credit/debit card authority and the Renter consents to the Owner debiting/ charging unpaid outstanding amounts owed by the Renter from the Renter's nominated bank account or credit/ debit card. The Rental Charges continue on a weekly basis until the Rental Contract is terminated pursuant to clause 8.3 and the Scooter or e-Bike is returned to the Owner.
- 8.3 Either party may terminate the Rental Contract by giving not less than seven (7) days' prior written notice to the other party. If the Renter give that notice to the Owner or the Owner gives that notice to the Renter, the Renter must return the Scooter or e-Bike to the Owner within the seven (7) day notice period and if the Renter fail to do so a new rental week will automatically commence and The Renter **must** continue to pay the ongoing Rental Charges on a weekly basis until the Scooter or e-Bike is returned to the Owner.
- 8.4 There is a \$50 charge if the Scooter or e-Bike is returned before the expiration of the seven (7) day notice period.
- 8.5 If the Renter fails to return the Scooter or e-Bike within the seven (7) day notice period, the Owner may recover the Scooter or e-Bike by lawful means. If its location is not known and if after making reasonable attempts the Owner is unable to contact the Renter, the Owner will report the Scooter or e-Bike as stolen to the Police and consents to the production of these Terms and Conditions to the police.
- 8.6 If the Renter fails to return the Scooter or e-Bike within the seven (7) day notice period, the Owner may charge the Renter for full replacement value of the Scooter or E-Bike and the Renter consents to the Owner debiting/ charging the full replacement value of the Scooter or E-Bike from the Renter's nominated bank account or credit/ debit card.
- 8.7 If it becomes necessary for the Owner to engage mercantile agents and/ or legal representation and/or the Sheriff's Office as a result of the Renter's breach of the Rental Agreement and/ or Terms and Conditions, the Renter agrees to be responsible for 100% of those costs, together with the costs of any legal proceedings or other incidental costs incurred by the Owner as a result of the Renter's breach of the Rental Agreement and/ or Terms and Conditions. The Renter consents to the Owner debiting the said costs direct from the Renter's bank account and/ or by way of the Owner charging the Renter's credit/ debit card.
- 8.8 If as a result of the Renter's breach of the Rental Agreement and/ or Terms and Conditions, the Owner has to serve legal documents on the Renter, the Renter agrees to the documents being served on them by way of email to the email address provided by the Renter to the Owner at the time of entry into the Rental Agreement. The Renter waives any right that they may have otherwise had to have the legal documents served on them personally.
- 8.9 The Scooter is supplied with a full tank of fuel. If the Scooter is returned at the End of the Rental with less than a full tank of fuel, a \$25 fee will be applied to the Renter's holding deposit or taken from their next direct debit instalment.
- 8.10 Any money owed to the Owner at the End of Rental accrues interest at the rate of 10% per annum commencing 14 days after the End of Rental. The Renter will also incur a late return charge of \$17.50 per day for any Scooter or e-Bike that is returned after the End of Rental.
- 8.11 At the End of Rental, the Renter must also pay for all amounts owing pursuant to clause 5.5 of this document. Any amount payable under the Rental Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to the Renter as soon as practicable. If any amount



is due to the Owner or remains unpaid, the Renter authorises the Owner to debit that amount from the Security Bond.

- 8.12 If the Renter defaults in the payment of any moneys owed to the Owner under the Rental Contract, the Renter authorizes the Owner to provide information of that default to a credit reporting body and to obtain an up-to-date consumer credit report on the Renter. 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 the Renter, including defaults in excess of 60 days and the debt owed to the Owner.
- 8.13 A late payment fee of \$5 will be charged for invoices with declined payments. If an invoice remains unpaid 5 days after the due date, a late payment fee of \$10 will be added. An additional late payment fee of \$10 will be imposed if the invoice remains unpaid within the subsequent 5 days. Should the invoice still remain unpaid after 48 hours (about 2 days) from the previous step, an extra late payment fee of \$10 will be levied. A final late payment fee of \$20 will be applied if the invoice is not settled within the subsequent 48 hours (about 2 days).
- 8.14 In the event that the hirer falls two weeks behind in the agreed-upon rent payment for the asset, Haa Haa reserves the right to take possession of the asset as collateral until the outstanding payment is settled. Additionally, the hirer shall be liable for any additional fees incurred during the recovery process.
- 8.15 If the hirer fails for three weeks in paying the rent and fails to return the asset, Haa Haa retains the right to consider the asset as potentially stolen. In such a scenario, Haa Haa may report the situation to the appropriate law enforcement agencies. Furthermore, Haa Haa will engage its legal partners to initiate the necessary actions to recover the asset and collect any outstanding amounts

9 Accidents or breakdowns

- 9.1 The Owner is not responsible for:
- (a) Damage as a result of use of the incorrect fuel type in the Scooter, including the use of E10;
 - (b) tyre punctures, flat tyres and other Damage as a result of the Renter's own negligence (tyre pressure must be checked pursuant to clause 5.17 of these Terms and Conditions); and
 - (c) lost keys.
- A \$90 call out fee will apply if any of these services are provided at the Renter's request.
- 9.2 Roadside assistance is only available for Scooters between 9.30am -3.30pm Monday to Friday. The Renter must email support@haahaa.com.au for assistance. A \$95.00 call-out fee is applied if the Owner determines the Renter is at fault for the breakdown.
- 9.3 The call out fee and a fee for Damage incurred to the Scooter or e-Bike will be deducted from the Renter's Security Bond or next direct debit payment (whichever applicable). Refer to schedule 1 of this document for further information on fees for damage incurred.
- 9.4 A maximum cost of \$4,500 can be incurred for Damage to a Scooter and a maximum cost of \$1800 can be incurred for Damage to an e-Bike.

10 Accident reporting

- 10.1 If the Renter has an Accident or if the Scooter or e-Bike is stolen, the Renter must report the Accident or theft to the Owner within 24 hours of it occurring.
- 10.2 If the Scooter or e-Bike is stolen or if the Renter has 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,
- the Renter must also report the theft or Accident to the Police.



- 10.3 If the Renter has an Accident, the Renter must:
- (a) exchange names and addresses with the other rider;
 - (b) take as many photos as is reasonable showing:
 - (i) the position of the Scooter or e-Bike and all other vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Scooter or e-Bike;
 - (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.
 - (c) obtain the names, addresses and phone numbers of all witnesses;
 - (d) not make any admission of fault or promise to pay the other party's claim or release the other party from any liability;
 - (e) forward all third-party correspondence or court documents to the Owner within 7 days of receipt; and
 - (f) co-operate with the Owner in the prosecution of any legal proceedings that the Owner may institute or defence of any legal proceedings which may be instituted against the Renter or the Owner as a result of an Accident, including attending the Owner's lawyer's office or any Court hearing.

11 Consequences of a Major Breach of the Rental Contract

11.1 Scooters

- (a) If the Renter:
 - (i) commits a Major Breach of the Rental Contract in a way that causes Damage, theft of the Scooter or Third Party Loss; or
 - (ii) rides the Scooter in a reckless manner so that there is a substantial breach of road safety legislation, the Renter:
 - (A) has no Damage Cover; and
 - (B) is liable for all Damage, loss of the Scooter through theft and Third Party Loss and is liable for and must pay any additional costs or expenses the Owner incurs.
- (b) Acting reasonably, the Owner may terminate the Rental Contract and take immediate possession of the Scooter if a breach of any part of clause 11.1(a) has occurred.

11.2 e-Bikes

- (a) If the Renter:
 - (i) commits a Major Breach of the Rental Contract in a way that causes Damage, theft of the e-Bike or Third Party Loss; or
 - (ii) rides the e-Bike in a reckless manner so that there is a substantial breach of road safety legislation,
- acting reasonably, the Owner may terminate the Rental Contract and take immediate possession of the e-Bike.

12 Other general provisions

13.1 The Renter authorises the Owner to, when necessary, disclose personal information including the Renter's employer and delivery area (if applicable).

13.2 The Renter agrees that prior to renting the Scooter or E-Bike, it carried out a thorough inspection of the Scooter or E-Bike and the Scooter or E-Bike was in good working order, with no obvious damage or defects.

13 e-Bike Hire



- 13.1 In relation to the hiring of an e-Bike, the Renter's obligations and duties match those for Scooter hire listed in these Terms and Conditions. As a result, the Renter of an e-Bike is subject to clauses 1, 2, 3, 4, 5, , 7, 8, 9, 10, 11, 12 and 13.2 of these Terms and Conditions.
- 13.2 Renters of an e-Bike use the e-Bike at their own risk as there is no Damage Cover or insurance for Damage to the e-Bike, its loss through theft or for Third Party Loss (see clause 6.6)

14 PPSA

If the Owner determines that the Rental Agreement and Terms and Conditions creates a Security Interest in the E-Bike and/ or Scooter for the purposes of the Personal Property Securities Act 2009 (**PPSA**), the Renter agrees that the Owner will be entitled to perfect such Security Interest by registration on the Personal Property Security Register. The Renter waives any entitlements under the PPSA regarding notices. The Renter agrees, at the Owner's request, to do all acts, matters and things necessary to ensure the Owner holds a valid and Perfected Security Interest in the E- Bike and/ or Scooter. Non-compliance by the Renter with this clause will constitute a breach of this Agreement. Any cost associated with the registration of the Owner's Security Interest, or the enforcement of the Owner's rights under the PPSA will be payable by the Renter.

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 Scooter or e-Bike and a vehicle or other object;
- (b) a single vehicle Accident, where no other vehicle or object is involved, including dropping the Scooter or e-Bike or failing to park it correctly; or
- (c) a weather event, including hail or cyclone damages that result in Damage or Third Party Loss.

Damage means:

- (d) any damage to the Scooter or e-Bike including its parts, components and accessories that is not fair wear and tear;
- (e) towing and salvage costs;
- (f) assessing fees; and
- (g) loss of use,

and for the removal of doubt, any damage to the lights, mirrors, seat or tyres that makes the Scooter or e-Bike unroadworthy is not fair wear and tear.

Damage Excess means the amount, including GST, up to which the Renter must pay the Owner in the event of an Accident that causes Damage or Third Party Loss or the Scooter or e-Bike has been stolen.

e-Bike means the battery powered bicycle described in the Rental Agreement and includes its parts, components, battery, lock, spare battery and any other add-on requested by the Renter.

End of Rental means the last day of the notice period in clause 8.3 or the date and time the Scooter or e-Bike is returned to the Owner, whichever is the later.

Major Breach means a breach of any of clauses 2 (all parts), 3 (all parts), 4 (all parts), 5.8, 5.9, 5.10, or 5.17 that causes Damage, theft of the Scooter or e-Bike or Third Party Loss or clause 10 (all parts) that prevents the Owner from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

Off Road means any area that is not a sealed road or an 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.



Rental Charges means the charges payable for renting the Scooter or e-Bike from the Owner together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of Rental.

Rental Station means the location from which the Renter rented the Scooter or e-Bike.

Security Bond means the amount shown on the Rental Agreement that the Owner collects from the Renter at the Start of the Rental Period as security for the Damage Excess and Rental Charges and other fees and charges incurred during the Renter's rental.

Start of the Rental Period means the date and time that the rental commences as shown in the Rental Agreement.

The Owner means HAA HAA PTY LTD ABN 90 636 620 043.

The Renter means the person, whether it is an individual, a firm or company that rents the Scooter or e-Bike from the Owner and whose name is shown in the Rental Agreement.

Third Party Loss means loss or damage to third party property, including other vehicles and any claim for Third Party Loss of income.

Unsealed Road means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

Scooter means the Scooter described in the Rental Agreement and includes its parts, components, tools and accessories, including the helmet where this is rented.

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

15.3 Privacy Policy

By agreeing to our terms and conditions you agree that we may share your information with our service partners, external service providers and other organisations that help us to supply products and services. These include:

- Organisations that we partner with to supply products and services, for example, food delivery businesses, payment and shopping services, loyalty program partners and our product distributors.
- External service providers that we engage to do some of our work for us, for example mailing houses, debt recovery agencies, legal service providers and information technology and cloud service providers.
- People who help us process applications and claims (like assessors and investigators).
- Organisations involved in our funding arrangements.
- auditors, insurers and re-insurers
- Organisations that assist us to identify, investigate or prevent fraud or other misconduct.

You agree that we may also use your information for marketing purposes and to enhance and improve our products and services."



SCHEDULE 1- E-Bikes

Costs Schedule for the damaged vehicles, accessories and items provided to the Renter.

Please note, the below are the common parts, if any other uncommon parts that are not on the below list that is damaged, Haa Haa Pty Ltd will send an email of the price.

E-bike Items	Max Cost of Damage
Lost/Stolen e-Bike	\$1800
Charger for e-Bike	\$60
Battery for e-Bike	\$550
Phone Holder	\$25
E- Bike Helmet	\$60
E Bike Lock	\$99
Bent Frame	\$2,000
E-Bike Key	\$20
Side Stand	\$30
Lever	\$35
Crank Arm	\$40
Crank Set	\$90
Front Tyre	\$30
Rear Tyre	\$35
Spoke	\$3
Pedal	\$35



Saddle	\$40
Fork	\$130
Derailleur	\$80
Carrier	\$65
Bell	\$10
Handle Grip	\$20
Handlebar	\$35
Shifter Gear	\$35
Mudguard	\$30
Controller Wire	\$100
Display	\$85
Seat Post	\$60
Lock Barrier	\$40
Rim with Motor	\$250
Rotor	\$35
Reflector	\$5
Rear Mudguard Reflector	\$5
Calliper	\$40
Chain	\$25



Front Rim	\$120
Rear Rim	\$290
Brake pads front	\$16
Brake pads rear	\$25
Front fork	\$190
Front light	\$33
Back light	\$20
Battery motherboard	\$35
Kick stands	\$30
Lock	\$60
Key Barrel	\$40
Tubes	\$23
Derailleur	\$120
Derailleur Shifter	\$35



Scooter

Parts and Labour	Price
Scooter/Motorbike	\$4500
Helmet	\$99
Lost Scooter Keys	\$220
Front Indicator	\$105.00
Rear Indicator	\$85.00
Side Stand	\$84.00
Handlebar	\$370.00
Front Mudguard	\$135.00
Front Battery Cover	\$60.00
Number Plate	\$110.00
Front Lever	\$90.00
Rear Lever	\$105.00
Rear Black Fender	\$100.00



Tyres front	\$95.00
Tyres rear	\$95.00
Brake disc front	\$135.00
Brake Drum Rear	\$100.00
Mirrors	\$65.00
Keys and Barrel	\$250.00
Lost/Stolen Number Plate	\$200
Battery	\$135.00
Phone Holder	\$25.00
Side Stand Sensor	\$170.00
Exhaust Cover	\$55.00
Head Light Bulb	\$28.00
Headlight Replacement	\$240.00
Rear Mudguard	\$750.00
Taillight Full Kit	\$230.00
Shield Leg Front (White)	\$160.00
Fork Tube Each	\$100.00
Full Fork tube Replacement	\$400.00
Foot Board (Black)	\$85.00
Shield Under Foot Lower	\$110.00



Cover Handle (White)	\$120.00
Cover Leg Shield Upper (Black)	\$90.00
Cover Leg Shield Lower (Black)	\$80.00
Light Number Plate Bracket	\$45.00
Under Bracket	\$300.00
Hook	\$40.00
Carrier	\$140.00
Rear White Fender	\$100.00
Mudguard back black cover	\$80.00
Front Lower Black Cover Frame	\$70.00
Handle Rear black Cover	\$75.00
Lens Light	\$55.00
Panelling	TBA