

TERMS AND CONDITIONS

This is an agreement between the hirer and Scooter Mania to rent a scooter as described in the RENTAL AGREEMENT. Scooter Mania confirms that the scooter is roadworthy and legally registered for use on Australian roads.

By signing the RENTAL AGREEMENT, you the hirer

- a) have read and understood the terms and conditions contained herein
- b) acknowledge that your obligations are set out in the terms and conditions

DRIVER

The hirer agrees that

- a) Only the hirer will drive the scooter
- b) When operating the scooter, an appropriate safety helmet will be worn at all times
- c) The hirer is over 18 years of age, holds a current full licence (not being a learners licence or provisional licence) and has been licenced to drive for at least 12 months.
- d) Scooter Mania has instructed the hirer in the correct operation of the scooter, and safety helmet.

It is the responsibility of the hirer

- a) to inspect the scooter at the location of hire for any damages prior to use
- b) to inform Scooter Mania of any damage to the scooter during the RENTAL AGREEMENT
- c) to report to police should the scooter be involved in any reportable incident

RENTAL PERIOD

Scooter Mania agrees to rent the scooter to the hirer for the period as described in the RENTAL AGREEMENT.

The hirer agrees to return the scooter to the place of hire or as described in the RENTAL AGREEMENT, in the same condition (except for normal wear and tear), complete with helmet, keys and any other accessories issued by Scooter Mania, on or before the due date and time specified in the RENTAL AGREEMENT. Scooter Mania reserves the right to demand return of the scooter at any time if Scooter Mania suspects misuse, breach of the RENTAL AGREEMENT, illegal use or any other inappropriate use of the scooter.

If the hirer wishes to extend the rental period the hirer must seek permission from Scooter Mania and pay any additional fees for the extended period.

At the end of the RENTAL AGREEMENT the scooter must be returned with a full tank of fuel, otherwise a \$10 refuelling fee will apply.

If the scooter is not returned by the time indicated in the RENTAL AGREEMENT it will be reported to police as stolen.

USE OF SCOOTER

The hirer agrees

- a. and will strictly not carry any passengers on the scooter (does not apply to 150cc scooters);
- b. to operate the scooter in a safe and sensible manner;
- c. to abide by all Australian traffic and road laws;

- d. not to use the scooter for any illegal purpose;
- e. not to allow any other person to operate the scooter without written permission from Scooter Mania;
- f. that the hirer is responsible for and will pay for any traffic infringements, parking or other fines incurred during the RENTAL AGREEMENT;

WHERE YOU CAN RIDE

The hirer must

- a. only operate the scooter on public sealed roads or surfaces;
- b. not ride on freeways, highways or motorways;
- c. not ride the scooter on beaches, through streams, rivers, creeks, dams or floodwaters;
- d. remain within 60km of the town centre of Noosa and not take the scooter to Fraser Island, Kangaroo Island, North & South Stradbroke Island or Moreton Island;

THE HIRER AGREES AND ACKNOWLEDGES THAT HE OR SHE RIDES AT THEIR OWN RISK

- a) Scooter Mania will not be responsible or liable for any loss or damage incurred by the hirer or anyone else, including any loss or damage to personal or third party property, injuries, illness or death as a result of using the scooter, and the hirer indemnifies Scooter Mania of all such claims.
- b) The hirer is responsible for any loss or damage to the scooter, helmet or other equipment supplied during the RENTAL AGREEMENT that is caused by collision, flood, fire, vandalism, theft, or any other cause.
- c) Scooter Mania will not refund the deposit or will withhold part of the deposit to cover the costs of repairs that are not deemed to be normal wear and tear. This includes broken mirrors, lights, guards, fairing, damage to seat, tyres, wheels, severe scratches, dents and other damage.
- d) Scooter replacement value is \$2500. In the event of loss, theft or write off, the hirer will be held liable and will reimburse Scooter Mania this amount less any deposit already paid. In the event repair costs exceed the deposit already paid, but do not exceed the total value of the Scooter, the hirer will be held liable and will reimburse Scooter Mania the difference less any deposit already paid.
- e) When the scooter is returned in the same condition it was hired and with a full tank of fuel, the deposit will be fully refunded in the same manner as it was paid.
- f) Scooter Mania will hold payment details for a period of 90 days from the end of the RENTAL AGREEMENT for costs incurred – including but not limited to damages, speeding or other traffic infringements and parking or other fines.

PRIVACY ACT

Scooter Mania will not disclose any details of the hirer to any third party other than law enforcement and only if instructed to do so by a court of law.