

Terms and Conditions

(FOR USE WITH MOBILITY SCOOTERS AND ASSOCIATED EQUIPMENT)

1 DEFINITIONS AND INTERPRETATION

In these Terms and Conditions:

- 1.1 “**Customer**” means the customer who signs the Rental Agreement).
- 1.2 “**Equipment**” means the item/s described on the Rental Agreement (or any substitute item/s) and includes parts, components, accessories and contents supplied by Bee;
- 1.3 “**Bee**” means **NIGHTBAY PTY LTD ACN 072 384 822** trading as named in this Rental Agreement’s first page;
- 1.4 “**Rental Period**” means the period commencing on the date shown on the Rental Agreement and ending on the date that You return the Equipment to Bee;
- 1.5 “**You**” or “**Your**” refers to the Customer;
- 1.6 “**Your Consumer Rights**” means your rights as a consumer under any applicable consumer protection legislation which cannot be excluded, restricted or modified by this Rental Agreement.

2 CUSTOMER USE

- 2.1 You agree and acknowledge that only You will use the Equipment.
- 2.2 You will follow all and any directions for use provided to you by Bee.
- 2.3 This is a hire agreement and title to and ownership of the Equipment remains with Bee at all times,

3 USE OF EQUIPMENT

- 3.1 You must:
 - (a) not allow the Equipment to be used for any illegal purpose, race, contest or performance test of any kind;
 - (b) not carry any passenger or carry a greater load than that for which the Equipment was built;
 - (c) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit when using the Equipment;
 - (d) not allow the Equipment to be used by any other person;
 - (e) not use the Equipment when it is damaged or unsafe;
 - (f) not use the Equipment to transport goods except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Equipment manufacturer and Bee’s recommendations; and
 - (g) not use the Equipment in contravention of any law.
- 3.2 You must pay for any unauthorised repairs to the Equipment during the Rental Period.

4 MAINTENANCE, SECURITY AND SAFETY

4.1 You must:

- (a) maintain all of the Equipment to the manufacturer's specifications and otherwise in a manner common sense would suggest (e.g., keep tyres inflated at recommended levels);
- (b) keep the Equipment locked up and keys under Your personal control at all times; and
- (c) comply with any applicable laws.

4.2 Bee is itself the first preferred repairer of the Equipment and you acknowledge and agree to return the Equipment to Bee for all and any repair save a repair required under urgent circumstances and only then if authorised as provided by this clause.

4.3 You must not have repairs to the Equipment carried out unless Bee authorises You to do so. Bee requires verification of the cost of repairs for audit and other purposes. You should obtain an original tax invoice/receipt to give to and assist Bee.

4.4 Bee will reimburse You for any repairs to the Equipment authorised by Bee, provided that the cost of those repairs is verified and the repairs are determined to be justified. To the extent that Bee cannot verify the cost of repairs, Bee will not reimburse You.

5 RETURN OF THE EQUIPMENT

5.1 You must return the Equipment to Bee:

- (a) to the place, on the date and by the time shown on the Rental Agreement unless ;
- (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.

5.2 If You tell us that You wish to return the Equipment to a location other than that stated on the Rental Agreement, Bee will advise You of the amount of the "one-way fee" that You will incur. If You do not tell us in advance, You must pay a "one-way fee", as determined at the end of the Rental Period.

5.3 You must return the Equipment to Bee during normal business hours. If You return the Equipment later than the time show on the Rental Agreement, You must pay all additional rental charges.

5.4 If:

- (a) You return the Equipment on a date, or at a time, or to a place other than that shown on the Rental Agreement or as otherwise agreed prior in writing by Bee; or
- (b) any special conditions set out in the "Rates" section on the Rental Agreement are breached,

further and, possibly, higher rates than those shown on the Rental Document might apply and You agree in such circumstances you must pay Bee's standard rate for the Equipment for the Rental Period, if that be a higher rate.

5.5 Bee may request the immediate return of the Equipment, or Bee may re-take the Equipment without notice, if Bee reasonably suspects that:

- (a) the Equipment may be used for unlawful purpose;
- (b) damage to the Equipment, or injury to persons or property is likely to occur; or
- (c) for some other reason Bee determines that it is necessary in its sole determination; and

You must also pay Bee any cost it incurs as well as all costs and charges under the Rental Agreement for the period up to return/repossession of the Equipment.

6 LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

6.1 Subject to this clause 6, You are liable:

- (a) for the loss of, and all damage to, the Equipment; and
- (b) for all damage to the property of any person:

- (1) which is caused or contributed to by You; or
- (2) which arises from the use of the Equipment by You.

This clause 6 does not apply to any damage or loss for which Bee is liable to You under the Rental Agreement

- 6.2 Subject to Your Consumer Rights, You must always pay:
- (a) any excess shown on the Rental Agreement if there is damage to or loss of the Equipment or if there is damage to the property of any third party;
 - (b) the cost of rectifying any damage not attributable to normal wear and tear;
 - (c) the cost of cleaning the Equipment if not returned to Bee clean and unsoiled as reasonably determined at Bee's sole by Bee;
 - (d) the cost of repairing any damage caused deliberately or recklessly by:
 - (1) You;
 - (2) any other user of the Vehicle
 - (e) the cost of repairing any damage to the Equipment or to third party property caused by You using, or permitting the Equipment to be used; or
 - (f) in addition to the above the costs of repairing any water damage to the Equipment or any underbody damage, and any resulting damage from that underbody damage, to the Equipment.

- 6.3 Where You are required to pay Bee under this clause 6, the amount You must pay for any damage or repair may be reasonably determined by Bee and includes:
- (a) the cost of repairs to the Equipment or the market value of the Equipment at the time of the loss or damage, whichever is the lesser;
 - (b) appraisal fees;
 - (c) transporting, storage and recovery costs;
 - (d) a reasonable administrative fee reflecting the costs of making arrangements for repairs and transport and other administrative activities; and
 - (e) a per day loss of use fee based on the estimated downtime of the Equipment.

If the amount determined by Bee and paid by You under this clause 6.3 exceeds the final cost of the damage or repair, Bee will refund the difference to You. Bee will provide details to You of the final cost of the damage or repair on request by You.

7 LIABILITY OF BEE

- 7.1 Unless Bee or a Bee employee acting in the course of their employment is negligent, and subject to Your Consumer Rights, Bee is not liable to any person, and You indemnify Bee, for any loss of, or damage to, any property:
- (a) stolen from the Equipment or otherwise lost during the Rental Period; or
 - (b) left in or on the Equipment after its return to Bee.

- 7.2 Neither clause 7.1 nor any other provision of the Rental Agreement affects Your Consumer Rights.

8 CLAIMS AND PROCEEDINGS

Where the use of the Equipment by You, an Customer, or any other person results in an accident of claim, or where damage or loss is sustained to the Equipment or any third party person or property, You must:

- (a) promptly report, where reasonably expected to do so, such incident to the local police;
- (b) promptly report such incident in writing to Bee;
- (c) not, without Bee's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;

- (d) permit Bee or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name;
- (e) permit or ensure that Bee may claim in Your name or that of the Customer, and assist Bee in making such a claim, including assigning any rights to claim under any substitute insurance to Bee;
- (f) complete and furnish to Bee within a reasonable time any statement, information or assistance which Bee or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

9 PAYMENT

9.1 At the end of the Rental Period, You must pay Bee on demand:

- (a) all remaining charges specified on the Rental Agreement and all other charges payable under the Rental Agreement;
- (b) any amount paid or payable by Bee or You to any person arising or of Your use of the Equipment or imposed on You or Bee by any governmental or other competent authority; and
- (c) any amount for which You are liable to Bee under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. Bee will provide details to You of any amount payable under this clause 9.1(c).

9.2 The minimum charge You must pay for the rental of the Equipment is an amount equivalent to one day's rental at the "daily rate" or other rate shown on the Rental Agreement (subject to clause 5.4).

9.3 You authorise Bee to charge all money as and when payable to Bee under the Rental Agreement to Your credit card or charge account.

9.4 Bee will pay, within a reasonable time, any refund due to You by such method as Bee may reasonably choose.

10 TERMINATION

10.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.

10.2 You may terminate the Rental Agreement at any time for any other reason.

10.3 If the Rental Agreement is terminated early for any reason other than a breach by Bee, You agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.