

## CORPORATE HIRE

### TERMS & CONDITIONS OF HIRE

#### 1. ACCEPTANCE OF TERMS

This Agreement is between Wedgetail Bikes Pty Ltd ABN 85641224044 (referred to as “Wedgetail,” “we,” or “us”), and the Corporate Client described in the Wedgetail Hire Agreement submission / booking form (referred to as “client” or “you”), and collectively the Parties. Hire equipment refers to bikes and scooters including accessories.

By participating in the corporate membership program, Corporate staff ("Members") agree to abide by these Terms. The Agreement covers the rental and usage of electric bikes provided by WEDGETAIL.

#### 2. CORPORATE WARRANTY & MAINTENANCE

##### WEDGETAIL WARRANTY

a. Wedgetail assures the Corporate Client that, to the best of its knowledge and belief, each electric bike supplied at the commencement of the Corporate Hire Agreement is:

- in a sound and safe condition, suitable for Authorised Use,
- free of any known faults or defects affecting its safe operation under normal use, and
- compliant with the manufacturer's standards.

b. Except for the warranties or guarantees explicitly stated in this Agreement or mandated by law, Wedgetail expressly excludes all other warranties or guarantees.

##### Australian Consumer Law:

Our products and services are accompanied by guarantees that cannot be excluded under the Australian Consumer Law. This agreement does not diminish your rights under the Australian Consumer Law, including the right to a remedy if we fail to meet a consumer guarantee. Wedgetail ensures the delivery of functional bikes subjected to routine maintenance checks to guarantee safe operation. In the event of any mechanical faults identified after delivery, repairs are covered by Wedgetail through a third-party bike repair shop. For mechanical repairs, Wedgetail recommends The Bike Dr. in Perth City, located at Shop 9/976 Hay Street, Perth.

Key Considerations for Corporate clients:

a. Punctures are not covered, and the cost of repairing any punctures is the responsibility of the person hiring the bike.

b. Replacement brake pads are provided at no cost at The Bike Dr.; however, labour costs are excluded.

c. In the event of a mechanical fault, should the corporate client prefer to use a local bike shop for repairs instead of our recommended shop, we will cover a fixed sum for issue rectification. This may result in potential out-of-pocket expenses; please consult with our staff if such a situation arises.

### **3. Membership Eligibility**

Membership is open to selected Corporate Client staff members only.

Members must adhere to WEDGETAIL's standard terms and conditions, selecting their relevant participating company as their affiliated organization during the registration process.

### **4. Bike Allocation and Availability**

WEDGETAIL will allocate and set aside a specified number of electric bikes exclusively for the Corporate Client staff, as agreed upon by both parties.

Members can choose from the allocated bikes based on availability.

### **5. Rental Charges and Payment**

The Corporate Client will cover the monthly subscription fee of \$200 per bike for Members.

Members will be responsible for any additional charges, including but not limited to late fees, repair costs, and replacement costs due to theft or damage.

### **6. Security Bond**

Members are required to pay a refundable security bond of \$360 when taking possession of the bike.

The security bond will be refunded upon the return of the bike in satisfactory condition, less any applicable charges for damages or late returns.

### **7. Bike Usage and Responsibility**

Members assume full responsibility for the bike during the rental period.

In the case of theft or damage, Members are liable for repair or replacement costs in accordance with WEDGETAIL's standard terms and conditions.

### **8. Bike Return and Reallocation**

The bike can be utilised for a maximum of two months.

After two months, the bike will be reallocated to another individual within the Corporate Membership unless the Member opts to continue the rental by directly hiring a bike from WEDGETAIL.

### **9. Delivery and Pickup**

WEDGETAIL will provide inclusive delivery and pickup services to Members' residences, subject to fair distance considerations.

### **10. Bike Accessories**

Each bike package includes a helmet, phone holder, and two locks.

**11. Maintenance Services**

Comprehensive maintenance services are included to ensure the bikes remain in optimal condition throughout the rental period.

**12. Modification and Termination**

WEDGETAIL reserves the right to modify these Terms with prior notice to the Corporate Client.

Either party may terminate the Agreement with reasonable notice.

**13. Bike Quantity Specification**

The Corporate Client has the right to specify the number of bikes required under this Agreement. The specified quantity may be subject to adjustment based on mutual agreement between the Corporate Client and WEDGETAIL.

**14. Governing Law**

This Agreement is governed by the laws of the state of Western Australia.

Reference to Wedgetail Hire Agreement:

Members must also adhere to the terms outlined in the Wedgetail Hire Agreement, available at [Wedgetail Hire Agreement](#).

Signatures: **WEDGETAIL**

Signature of WEDGETAIL Representative: \_\_\_\_\_

Date: [                    ]

Signature of Corporate Client Representative: \_\_\_\_\_

Date: [                    ]

[Date of Last Update: [19/12/23]]