



Motorcycle Rental Terms and Conditions

As at 21/12/2024

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1 General

1.1 Introduction

- (a) Gold Coast Motorcycle Rental is committed to providing quality products and services to our customers and this document sets out our terms and conditions in doing so.
- (b) As such, please read these rental terms and conditions (**Terms and Conditions**) carefully, as they contain important information on the legal and other binding obligations on both parties to the contract You have entered into with Us for the hire of the Motorcycle (**Rental Contract**).
- (c) Gold Coast Motorcycle Rental will make all reasonable efforts to provide accurate and complete information. However, the customer acknowledges that it is their responsibility to review and understand the Rental Contract, along with any other documentation provided. Gold Coast Motorcycle Rental is not liable for any misunderstanding or oversight resulting from verbal communication or omitted details, except as required by law.
- (d) Should you have any questions or require clarification of anything in Rental Contract or any other aspect of your rental, please contact us prior to booking or commencing your rental.

1.2 Rental Contract

- (a) The Rental Contract made with Gold Coast Motorcycle Rental (ABN 18 140 048 948) comprises:
 - (i) The **Rental Agreement** We complete, and You sign when You pick up the Motorcycle which contains a summary of Your rental (pick up and return date/time, rental period length, total charges, additional accessories and safety equipment, handover and inspection report etc).
 - (ii) The **Approved Rider Application** You complete and sign prior to renting and riding Our motorcycles, completed either in store, or online via Our website.
 - (iii) The **Credit/Debit Card Details and Authorisation** contract We send you via email and You sign to facilitate capture to secure file of Your credit/debit card details.
 - (iv) The **Motorcycle Pre-Hire Inspection Report** we complete prior to You picking up the Motorcycle, documenting the condition of the motorcycle at that point in time, and noting any pre-existing faults or damage.
 - (v) These **Motorcycle Rental Terms and Conditions**.
- (b) All these documents read together constitute the entire contract between You and Gold Coast Motorcycle Rental.
- (c) Any prior understanding or representation of any kind preceding the date of the Rental Contract will not be binding on either party.

- (d) In the event of any inconsistencies between the documents listed in the Rental Contract (clause 1.2 (a)) and any updated versions of these documents, the latest version published on Our website or other platforms will prevail. This ensures all rentals are subject to the most current terms and conditions.

1.3 Relevant Law

The Rental Contract is governed by the laws of Queensland and You agree that courts in that state have exclusive jurisdiction to determine any dispute that arises between You and Us.

1.4 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

1.5 Electronic Signatures

We exclusively use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature, You consent to the use of this means of acknowledgment and full acceptance of all Your obligations under the Rental Contract.

1.6 Website

Our website is (<https://goldcoastmotorcyclental.au/>) and use of our Website is to be strictly in accordance with the Website Terms and Conditions.

1.7 Public Safety

Safety is Our principal concern, and if in Our sole opinion You do not have the skill, competence, or mindset to ride the Motorcycle safely, We may decline the rental. If that should occur, refunds will be processed as per section 10.

1.8 Induction

- (a) At the Start of the Rental We will conduct a short induction to make sure You are familiar with the Motorcycle and its controls. This may require You to ride the Motorcycle for a short test drive so that We are satisfied You have the competence to safely ride the Motorcycle during the Rental Period.
- (b) The induction is strictly limited to providing guidance on the basic operation of the rented motorcycle and ensuring you understand its controls. It does not constitute formal training, rider education, or a substitute for a valid motorcycle license and rider experience.

1.9 Non-Waiver

Gold Coast Motorcycle Rental's failure to insist upon or enforce strict performance of any provision of the Rental Contract will not be construed as a waiver of any provision, right, or remedy. Any waiver must be explicitly agreed to **in writing** by Gold Coast Motorcycle Rental.



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2 Approved Riders, licence, age, and experience requirements

2.1 Approved Riders

- (a) Only You or an Approved Additional Rider can ride the Motorcycle.
- (b) Approved Additional Riders are listed in the Rental Contract.
- (c) No exceptions will be made if You or any proposed additional riders do not meet the criteria listed in clauses 2.2, 2.3, and 2.4 below.
- (d) Allowing anyone who is not an Approved Additional Rider to ride constitutes a **Major Breach** of the Rental Contract (as per section 16) that excludes You and any Additional Rider from all entitlement to Damage Cover indemnity under section 14.

2.2 Licence requirements for Motorcycles

- (a) You and any Approved Additional Rider **must** have a current, valid licence to ride the Motorcycle which:
 - (i) Is issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English).
 - (ii) Must be active and not expired, suspended, or cancelled.
 - (iii) Must include the relevant motorcycle class endorsement (e.g., R or RE) permitting operation of the type of motorcycle being rented.
 - (iv) Is not subject to any restriction or condition that prevents you from legally riding the rented motorcycle.
- (b) Learner riders, provisional and probationary licence holders are not acceptable and must not ride the Motorcycle.
- (c) Gold Coast Motorcycle Rental reserves the right to verify the authenticity and status of your licence with the issuing authority.
- (d) Providing a false representation of licence details (in any form) constitutes a **Major Breach** of the Rental Contract (as per section 16) that excludes You and any Additional Rider from all entitlement to Damage Cover indemnity under section 14.

2.3 Restricted motorcycle licenses (LAMS)

- (a) Holders of restricted motorcycle licenses (LAMS) permitting you to ride motorcycles of the appropriate power output must also have a minimum of one (1) year appropriate motorcycle riding experience, and must be between 25 and 75 years of age.
- (b) Our website will only allow you to book motorcycles that comply with these license classes/conditions.



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- (c) In the event You have less than 1 year appropriate motorcycle riding experience, You will not be permitted to rent and/or ride Our motorcycles.

2.4 Unrestricted motorcycle licenses (R)

- (a) Holders of full open unrestricted motorcycle licenses (R) must also have a minimum of three (3) years appropriate motorcycle riding experience, and must be between 25 and 75 years of age.
- (b) Our website will only allow you to book motorcycles that comply with these license classes/conditions.
- (c) In the event You have less than 3 years appropriate motorcycle riding experience, You will only be approved to rent and/or ride our restricted (LAMS) motorcycles.

3 Approved rider applications and status

3.1 Approved Riders Only

- (a) All riders **must** apply to become an Approved Rider prior to riding one of Our motorcycles. This is the case if You are renting the Motorcycle Yourself, or if You are a nominated Approved Additional Rider.
- (b) Approved Rider status of the appropriate class is required before Our Website will allow You to book a motorcycle.
- (c) Approved Rider status is valid for 12 months from the date of approval. To renew Your status, You must complete and submit the Approved Rider Application form again, with the latest information.

3.2 Applications

- (a) To apply online, You first need to create a standard user account on Our website. Then You need to complete an Approved Rider Application (short questionnaire) on Our Website and submit it to Us for review. Once reviewed, You will be advised of the outcome via email as soon as possible (within 24 hours).
- (b) To apply in store, You need to complete an Approved Rider Application (short questionnaire) on Our supplied tablet for Us to review. Once reviewed, You will be advised of the outcome.

3.3 Approved Rider Status

- (a) Approved Rider status is valid for 12 months from the date of approval. To renew Your status, You must complete and submit a new Approved Rider Application with updated information.
- (b) Your Approved Rider status may be revoked at any time if:
 - (i) You provide inaccurate or misleading information during the application process.



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- (ii) You fail to meet the criteria outlined in the Rental Contract.
- (iii) In Our sole discretion, You lack the skill or competence to safely operate the motorcycle.
- (iv) You do not intend to comply with Your obligations under the Rental Contract.
- (c) If Your Approved Rider status is revoked prior to the rental start date, any active bookings will be cancelled, and any applicable refunds will be processed in accordance with the Cancellation Policy (section 10).
- (d) If Your Approved Rider status is revoked during an active rental period, the rental will be terminated immediately. You must return the motorcycle to the Rental Location or arrange for its safe recovery at Your expense. Refunds for unused rental time will not be provided.
- (e) Riders whose status is revoked may apply for reinstatement or submit a new Approved Rider Application after resolving the issue(s) that led to revocation. Approval is at the sole discretion of Gold Coast Motorcycle Rental.

3.4 Non-Approved Rider Status

- (a) If your approved rider application is not approved or revoked, you will be classified as a Non-Approved Rider.
- (b) Should you become a Non-Approved Rider due to reasons solely within your control (e.g. providing false information, not meeting the eligibility criteria, etc) any rentals already booked will be cancelled, and no refunds of any kind will be provided.
- (c) Except in the case of a rider who is less than the minimum age requirement, Non-Approved Rider status remains in place for a period of 12 months from the date of issue, after which you may resubmit an Approved Rider Application with the latest information.
- (d) For riders who are less than the minimum age requirement, Non-Approved Rider status remains in place until the date of the birthday at which You meet the age requirement.

4 Restricted and Prohibited Use

4.1 Road Surface Restrictions

Road surface restrictions apply, and vary depending on the type of motorcycle You rent, as follows:

- (a) Road motorcycles (tagged as 'road' motorcycles on Our Website) must only be ridden on properly constructed, formed, recognised and fully sealed public roads in a manner suited to the conditions.
- (b) Dual purpose motorcycles (tagged as 'dual purpose' motorcycles on Our Website) must only be ridden on properly constructed formed, recognised and fully sealed or unsealed public roads in a manner suited to the conditions.



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4.2 Prohibited Areas

- (a) The Motorcycle must not be used in any area that is designated as prohibited, including:
 - (i) Any area that is "Off Road," as defined in the Definitions section.
 - (ii) Roads that are closed, prone to flooding, or currently flooded.
 - (iii) Beaches, sand dunes, streams, rivers, creeks, dams, floodwaters, or any area exposed to saltwater.
 - (iv) Any road where authorities have issued warnings or closures due to unsafe conditions.
- (b) Gold Coast Motorcycle Rental reserves the right to designate additional prohibited areas at the time of rental due to unforeseen or hazardous conditions. These conditions may include but are not limited to:
 - (i) Severe weather events, such as storms, heavy rain, or bushfires.
 - (ii) Temporary road closures or construction zones.
 - (iii) Local or state government advisories or emergency declarations.
- (c) If additional prohibited areas are designated, customers will be informed:
 - (i) Verbally during the handover process.
 - (ii) In writing, via email or text message, where feasible.
- (d) It is Your responsibility to comply with these designations. Failure to do so constitutes a **Major Breach** of the Rental Contract (as per section 16) that excludes You and any Additional Rider from all entitlement to Damage Cover indemnity under section 14.

4.3 Prohibited Rider Behaviour

The Motorcycle must not be ridden by You or any Approved Additional Rider:

- (a) Under the Influence:
 - (i) While intoxicated by alcohol or drugs.
 - (ii) With a blood alcohol concentration or drug presence exceeding legal limits.
 - (iii) Refusing to undergo a breath, blood, urine, or oral fluid test as required by law.
- (b) Reckless or Dangerous Behaviour:
 - (i) Engaging in stunts, wheelies, burnouts, or other high-risk activities.
 - (ii) Excessive speeding, tailgating, or riding against traffic.
 - (iii) Aggressive or erratic riding behaviour that endangers other road users or pedestrians.

- (iv) Failing to adapt to road, weather, or traffic conditions.

4.4 Prohibited Uses of the Motorcycle

The Motorcycle must not be used for the following purposes:

- (a) Illegal Activities:
 - (i) Transporting illegal goods, substances, or hazardous materials.
 - (ii) Carrying more passengers or loads than the Motorcycle was designed for.
 - (iii) Using the Motorcycle for any unlawful purpose, including transporting stolen items.
- (b) Competitive or Performance-Based Activities:
 - (i) Participating in races, time trials, or hill climbs.
 - (ii) Engaging in any activity requiring high performance or excessive strain on the Motorcycle.
- (c) Unauthorised Commercial Use:
 - (i) Operating the Motorcycle for delivery, or other paid services without prior written approval.

4.5 Prohibited Modifications or Actions

You and any Approved Additional Rider must not:

- (a) Tampering or Modifications:
 - (i) Alter or modify any part of the Motorcycle, including its engine, exhaust, or settings.
 - (ii) Disable or interfere with the Motorcycle's tracking device or safety features.
- (b) Unauthorized Transport or Towing:
 - (i) Transport the Motorcycle on a ferry, trailer, or any other vehicle without prior approval.
 - (ii) Tow or carry objects that could damage the Motorcycle or affect its performance.
- (c) Negligent Actions:
 - (i) Use the Motorcycle in a way that renders it unsafe or unroadworthy.
 - (ii) Allow anyone other than an Approved Rider to operate the Motorcycle.

4.6 Consequences of Prohibited Use

Non-compliance with any part of this section constitutes a **Major Breach** of the Rental Contract (as per section 16) that excludes You and any Additional Rider from all entitlement to Damage Cover indemnity under section 14.



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5 Your obligations

5.1 Responsibility

The person nominated as The Customer on the Rental Contract is solely responsible for any acts or omissions of any additional Approved Riders, and any other person they or any Additional Approved Riders allow to operate the Motorcycle, and any pillion passengers.

5.2 Start of the Rental

At the Start of the Rental You and any Approved Additional Rider **must**:

- (a) Present Your original driver's licence (copies not accepted) and that of any Approved Additional Rider and permit copies of the drivers' licences to be made and kept by Us.
- (b) Present Your original passport (copies not accepted) if You are not an Australian citizen and permit copies of Your passport to be made and kept by Us.
- (c) Complete and sign an Approved Rider Application if you have not already done so.
- (d) Review, complete, and sign the Credit/Debit Card Details and Authorisation contract We send You via email to facilitate capture to secure file of Your credit/debit card details to our approved payment gateway.
- (e) Review and sign the Rental Schedule completed by Us.
- (f) Ensure that the full balance of the rental charge and security deposit is paid in full prior to taking possession of the Motorcycle.
- (g) Motorcycles are not released until full payment of all outstanding amounts has been received.

5.3 Motorcycle Inspection

- (a) At the commencement of the Rental Period, You must inspect the Motorcycle to ensure that its condition and any pre-existing damage are accurately noted in the Rental Contract.
- (b) You must also confirm that all equipment hired, as listed in the Rental Contract, is present and in proper working order.
- (c) By signing the Rental Contract, You acknowledge that the Motorcycle and any hired equipment are in the condition described unless otherwise noted.
- (d) You further acknowledge that Gold Coast Motorcycle Rental may rely on the Rental Contract when assessing any Damage to the Motorcycle at the conclusion of the Rental Period.

5.4 During the Rental Period

- (a) Motorcycle Keys to be Kept in Your Possession:



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- (i) You and any Approved Additional Driver must make sure that the Motorcycle's keys are kept in Your possession, or that of any Approved Additional Rider, at all times and never left in the ignition or in the vicinity of the Motorcycle when it is unattended.
- (b) Reasonable Care:
 - (i) You and any Approved Additional Rider must take all reasonable care of the Motorcycle during the rental period, including:
 - (A) Purposeful Use:
 - (I) Operating it only for the purposes intended by the original equipment manufacturer and in accordance with the Rental Contract.
 - (B) Protection from Damage:
 - (I) Avoiding hazardous road conditions, improper handling, and unsafe usage.
 - (II) Ensuring the Motorcycle is protected from exposure to severe weather or environmental hazards.
 - (C) Theft Prevention:
 - (I) Keeping the Motorcycle securely parked when unattended.
 - (II) Ensuring the keys are always in your possession and not left in the ignition or in the vicinity of the Motorcycle.
 - (D) Maintenance Compliance:
 - (I) Checking and maintaining correct oil levels using the correct oil grades as specified by the manufacturer.
 - (II) Using only the specified fuel grade as specified by the manufacturer.
 - (III) Checking and maintaining proper tyre pressure during the rental period.
 - (IV) Checking and maintaining proper drive chain tension and lubrication during the rental period.
 - (E) Safe Loading:
 - (I) Ensuring the Motorcycle is not overloaded or used to carry passengers or cargo beyond its design limits.
 - (ii) Failure to Follow Reasonable Care Guidelines constitutes a **Major Breach** of the Rental Contract (as per section 16) that excludes You and any Additional Rider from all entitlement to Damage Cover indemnity under section 14.
- (c) Notification of Motorcycle Fault:



- (i) You must inform Us immediately if:
 - (A) A warning light or fault message appears.
 - (B) The Motorcycle develops any fault during the Rental Period.
 - (C) The Motorcycle is damaged or stolen during the rental period.
 - (ii) Failure to notify Us as per these guidelines constitutes a **Major Breach** of the Rental Contract (as per section 16) that excludes You and any Additional Rider from all entitlement to Damage Cover indemnity under section 14.
- (d) Helmets:
- (i) You must wear a helmet which complies with the current Australian standards (AS1698 or AS/NZS1698) or the or European standards (UN ECE 22.05 or 22.06) at all times while operating the Motorcycle.
 - (ii) If carrying a passenger (pillion), You are responsible for ensuring they also wear a helmet that meets the above safety standards.
- (e) Inspection of the Motorcycle:
- (i) So that We may ensure the Motorcycle is properly maintained and in a roadworthy condition, You must allow Us to inspect the Motorcycle upon reasonable notice.
- (f) Staying with the Motorcycle After an Accident:
- (i) You must not leave the Motorcycle unattended following an Accident and before the arrival of a tow/salvage operator, or any member of Our staff.
 - (ii) In the event of an Accident resulting in injury to You or any Approved Additional Rider, it Your responsibility to arrange for the motorcycle to be secured before leaving the scene. You must prioritise your own safety and wellbeing, as well as that of any Approved Additional Rider, but if physically able, you must ensure that the motorcycle is safely secured or contact appropriate authorities to do so.

5.5 Return of the Motorcycle

- (a) Timing and Location:
- (i) You must return the Motorcycle and any additional equipment to the designated Rental Location (or a pre-arranged alternative) by the agreed time and date specified in the Rental Contract.
- (b) Condition of the Motorcycle:
- (i) The Motorcycle and any additional equipment must be returned:
 - (A) In a reasonable state of cleanliness, free of excessive dirt, mud, or debris.



- (B) With a full tank of minimum 95RON fuel. Failure to comply will result in a refuelling fee as per section 9.
 - (C) In the same mechanical condition as at the Start of the Rental, excluding fair wear and tear.
- (c) Inspection Upon Return:
 - (i) Gold Coast Motorcycle Rental staff will inspect the Motorcycle upon its return. You remain responsible for the Motorcycle until this inspection is completed.
- (d) Failure to Return:
 - (i) Failure to return the motorcycle at the end of the rental period constitutes a **Major Breach** of the Rental Contract (as per section 16) that excludes You and any Additional Rider from all entitlement to Damage Cover indemnity under section 14.
 - (ii) If the Motorcycle's location is known, it may be recovered by lawful means at Your expense. If its location is unknown, it may be reported as stolen to the police.

5.6 Late Returns and Penalties

- (a) Grace Period:
 - (i) A 20-minute grace period applies for late returns. No charges will be applied within this timeframe.
- (b) Late Return Charges:
 - (i) If the Motorcycle is returned beyond the agreed time:
 - (A) Up to 3 hours late: \$50 per hour (charged after the first 20 minutes of each hour).
 - (B) More than 3 hours late: An additional full day's hire will be charged for each day or part thereof it is overdue.
- (c) Notification of Late Returns:
 - (i) If you anticipate being late, you must notify Gold Coast Motorcycle Rental as soon as possible via:
 - (A) Phone: Call the contact number listed on our website or Google listing.
 - (B) Email or Text: Send details of the delay and your estimated return time.
 - (ii) Failure to notify us promptly may result in additional penalties or charges.
- (d) Acceptable Reasons for Late Returns:
 - (i) Late returns may be excused if caused by:
 - (A) Medical Emergencies: Sudden illness or injury of the customer or passenger.



- (B) Mechanical Issues: Unexpected breakdowns or faults with the Motorcycle.
 - (C) Severe Weather: Adverse conditions making it unsafe to return the Motorcycle.
 - (D) Traffic Disruptions: Significant delays due to road closures, accidents, or detours.
- (ii) You must provide evidence (e.g. medical documentation, photos of traffic conditions) if requested.
- (e) After-Hours Returns:
 - (i) If the Motorcycle is returned outside of normal business hours:
 - (A) You remain responsible for the Motorcycle until the Rental Location reopens, unless prior arrangements are documented in the Rental Contract.
 - (B) Daily Rental Charges and any applicable Damage Cover exclusions will apply until the Motorcycle is checked in by Gold Coast Motorcycle Rental staff.
- (f) Consequences for Unnotified Late Returns:
 - (i) If the Motorcycle is not returned by the agreed time and you fail to notify Gold Coast Motorcycle Rental:
 - (A) We may, without affecting any other rights, notify the Police that the Motorcycle has been stolen.
 - (B) We may take such action or proceedings as We consider necessary for recovery of the Motorcycle and any accessories.
 - (C) You will be liable for recovery costs and any resulting damages or losses, and You agree to indemnify Gold Coast Motorcycle Rental for all losses, expenses, Damage and any other costs in connection with any action for recovery.
 - (D) Damage Cover under section 14 will be excluded.

5.7 End of the Rental

- (a) At the conclusion of the Rental Period, You are required to:
 - (i) Settle Outstanding Charges:
 - (A) Pay all remaining balances, including:
 - (I) The balance of Rental Charges, if applicable.
 - (II) Any Damage Excess if the Motorcycle has sustained Damage or if Third Party Loss has occurred, as per sections 14, 15, and 16.
 - (III) Cost of refuelling, cleaning, or tire damage beyond fair wear and tear, as per section 9.



- (IV) Costs of repair or replacement of lost or damaged keys, accessories, or equipment, as per section 9.
 - (V) Any costs We incur in reinstating the Motorcycle to the same mechanical condition it was in at the Start of the Rental, fair wear and tear excluded.
 - (VI) Costs for recovery of the Motorcycle if not returned to the designated location, as per section 9.
 - (VII) Any costs incurred to repair Damage caused by the immersion of the Motorcycle in water, including saltwater or floodwater, regardless of the circumstances.
 - (VIII) Any costs incurred as a result of a Major Breach (as per section 16) of the Rental Contract.
 - (IX) Any other charges specified in section 9.
- (ii) Liability for Damage or Loss:
- (A) If Damage to the Motorcycle or Third Party Loss is identified, You must pay the applicable Damage Excess as outlined in sections 14, 15, and 16.
- (iii) Liability for Fines and Infringements:
- (iv) You are liable for and must pay all fines, infringements, and penalties incurred during the Rental Period, together with a penalty notice administration fee as per section 9. This includes, but is not limited to:
 - (A) Speeding and traffic violations.
 - (B) Parking fines, clamping, towing, or release fees for the Motorcycle from compounds.
 - (C) Any other fines or penalties arising from the use of the Motorcycle.
- (v) Unresolved Payments:
- (A) Failure to pay any outstanding amounts by the due date will result in additional penalties, including:
 - (I) Interest charges at the rate specified in section 7.
 - (II) Legal action or engagement of debt collection agencies to recover unpaid amounts, with all associated costs payable by You as per section 7.
- (b) Responsibility Until Final Check-In:
- (i) The Motorcycle remains Your responsibility, including liability for damages or theft, until it has been formally checked in by Gold Coast Motorcycle Rental staff or an authorised representative.



(c) Confirmation of Rental Conclusion:

- (i) A final invoice or receipt will be provided upon completion of all inspections, confirming the conclusion of Your Rental Contract.

6 Rental Period

6.1 Rental Rates

- (a) Short Term Rentals - All rental rates are based on half-day (4 hour) and full-day (24 hour) increments. For example, if You take delivery of the Motorcycle at 8:00 am:

- (i) A half-day rental is due for return by 12:00 pm the same day.
(ii) A full-day rental is due for return by 8:00 am the following day.

Rentals exceeding 4 hours within a single day will automatically be charged as a full-day rental.

- (b) Long Term Rentals - All rental rates are based on one (1) week (7 day) increments only. For example, if You take delivery of the Motorcycle at 8:00 am on Monday, it is due to be returned to Us at 8:00 am on the following Monday.

6.2 Minimum Rental Periods

- (a) Short Term Rentals - The minimum Rental Period charge is a half-day (4 hours). You may return a motorcycle earlier than the minimum Rental Period, however, you will still be charged for a half-day (4 hours). No discounts are provided for early returns of less than the minimum period.
- (b) Long Term Rentals - The minimum Rental Period charge is one (1) week (7 days). You may return a motorcycle earlier than the minimum Rental Period, however, you will still be charged for one (1) week (7 days). No discounts are provided for early returns of less than the minimum period.

6.3 Rental Duration Discounts

- (a) Gold Coast Motorcycle Rental offers discounts for longer Rental Periods, as listed on our website, and these are applied automatically on Our Website (www.goldcoastmotorcyclercental.au) when the Rental Periods meet the set criteria.
- (b) Should the early return of a Motorcycle change any applicable discount, the revised rental amount will be calculated on the actual rental duration.

6.4 Early Returns

The Motorcycle/s may be returned early (with appropriate notification to Us), however, refunds will only be processed in accordance with the set half-day (4 hour) and full-day (24 hours) increment basis (short term), or one (1) week (7 days) increment basis (long term).

6.5 Rental Period Extensions

- (a) If You wish to extend the Rental Period, You must contact Us prior to the original return time specified in the Rental Contract.
- (b) Rental Period Extensions will only be considered where subsequent customers are not impacted, and , in all cases, are subject to Our approval.
- (c) Any additional charges resulting from the extension must be paid at the time of approval, using the credit/debit card saved to our secure payment gateway.
- (d) If the extension is not approved and the Motorcycle is not returned by the original agreed return time, late return fees may apply as outlined per clause 6.6.

6.6 Late Returns

- (a) Should the Motorcycle not be returned by the due time and date (as noted in the Rental Contract), the following late charges will apply:
 - (i) up to 3 hours late - \$50 per hour (incurred after the first 20 minutes of each hour).
 - (ii) greater than 3 hours late – an additional days hire for each day or part thereof it is overdue.
- (b) If the Motorcycle is not returned by the agreed time and you fail to notify Gold Coast Motorcycle Rental, clause 5.6(f) applies.

7 Booking and payments

7.1 Bookings

- (a) Motorcycle bookings can be completed through our website, by sending us a message/text with the requested booking details, or over the phone.
- (b) It is Your responsibility to review the rental confirmation email to ensure all details are correct, including but not limited to the dates, times, locations, accessories, options and selected motorcycle. Gold Coast Motorcycle Rental will not be held liable for any costs or losses incurred as a result of incorrect bookings or errors that were not brought to Our attention within 24 hours of the confirmation being sent.
- (c) By making a booking You are deemed to have fully accepted and agreed to be bound by the Rental Contract.
- (d) NOTE – you must have an Approved Rider Account before Our website will let you make a booking.
- (e) A minimum deposit of 20% of the total Rental Charges is required at the time a booking is made, to establish the booking and hold a reservation. The full amount can also be paid at



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this time if You choose. All payments at the time of booking must be completed via one of our approved payment gateways.

- (f) Bookings are automatically cancelled if the required 20% deposit is not paid within 48 hours of making the booking.
- (g) The Rental Charges provided at the time of booking are based on the information available at that time and may not reflect all charges payable under the Rental Contract.
- (h) The full balance of the rental charge must be paid prior to taking delivery of the Motorcycle on the booked rental commencement date. This can be completed via one of our approved payment gateways prior to the commencement of the booking, or in store on the day.
- (i) Motorcycles are not released until full payment of all outstanding amounts has been received.

7.2 Booking changes

- (a) Requests to change existing bookings are subject to availability, and do not take precedence over current customer bookings.
- (b) All booking changes are at the sole discretion of Gold Coast Motorcycle Rental and are not guaranteed.
- (c) Any changes to existing bookings must result in the booking occurring within a 12 month period of the original booking. Where this time limit is exceeded, Gold Coast Motorcycle Rental will retain the 20% booking fee.

7.3 Payments

- (a) The person nominated as The Customer on the Rental Contract is solely responsible for all payments to Gold Coast Motorcycle Rental for any charges levied under the Rental Contract.
- (b) You agree to pay all fees and charges in relation to the products and services You select, or products and services added on the day You pick-up the Motorcycle from Us.
- (c) You acknowledge that Your obligation to pay all monies set out in the Rental Contract is absolute and unconditional.
- (d) Should Your nominated payment method fail to make the required payment at the time of processing, You agree to promptly pay all required amounts via an alternative means of payment.
- (e) Should You be unable to pay all required amounts at pickup, your booking will be cancelled, and any monies paid will be forfeited.
- (f) Motorcycles are not released until full payment of all outstanding amounts has been received.



- (g) All dollar amounts referred to on Our website, our approved payment gateways, and in the Rental Contract, refer exclusively to Australian dollars and are inclusive of GST.
- (h) You acknowledge that all payments for our products and services are managed by a third-party service provider. We are not liable in the event of any fraud, error, theft, or other problems with online payment processing.
- (i) We do not accept or handle cash.

7.4 Disputes Over Charges

- (a) If You disagree with any charges applied at the end of the rental, You may submit a written dispute within 7 days of receiving the final invoice.
- (b) Gold Coast Motorcycle Rental reserves the right to assess the dispute and provide a written determination within a reasonable timeframe.
- (c) During the dispute process, You are required to pay any undisputed charges. Charges under dispute will remain pending until a resolution is reached.

7.5 Credit/Debit Card Authority

- (a) Authorisation for Charges:
 - (i) You authorise Gold Coast Motorcycle Rental to debit Your Credit/Debit Card for any amounts due, including but not limited to:
 - (A) Rental charges.
 - (B) Tolls, fines, or penalties incurred during the rental period.
 - (C) Damage Excess payable as per Section 14.
 - (D) Additional charges outlined in Section 9.
- (b) Delayed Charges and Authorisation:
 - (i) There may be instances where We are unable to determine all charges payable until some time after the conclusion of the Rental Period. Examples include:
 - (A) Receipt of infringement notices after the Rental Period has ended.
 - (B) Delays in assessing damage that requires specialised evaluation.
 - (C) Late return of the Motorcycle.
 - (D) Ongoing police investigations.
 - (ii) You and any Additional Driver providing authorisation under this Rental Contract agree that We may charge the Charge Card for a reasonable time after its conclusion.



- (iii) In most cases, this period will not exceed 60 days after the return of the Motorcycle, unless exceptional circumstances exist, in which case a longer period may apply.
- (c) Statement Transparency:
 - (i) Charges will appear under "T/A Gold Coast Motorcycle Rental" on your Credit/Debit Card statement.
- (d) Removal of Card Details:
 - (i) Requests to remove your Credit/Debit Card details from our payment systems must be submitted in writing.
 - (ii) Removal will occur within 60 business days after the conclusion of the rental period, provided no outstanding charges remain.
 - (iii) Requests to remove your Credit/Debit Card information from our approved payment gateways do not absolve you of your absolute and unconditional obligation to pay all outstanding fees and charges associated with our products and services.

7.6 Default in Payment

- (a) Interest on Overdue Payments:
 - (i) Overdue payments will incur interest at a rate of 10% per annum, calculated daily, starting from the due date until full payment is received.
- (b) Recovery of Outstanding Payments:
 - (i) Gold Coast Motorcycle Rental reserves the right to engage third-party recovery services, including debt collection agencies or legal professionals, to recover any outstanding amounts.
 - (ii) You will be responsible for all associated costs, including but not limited to:
 - (A) Debt collection agency fees.
 - (B) Legal costs on a solicitor-client basis.
 - (C) Any court costs.
 - (D) Administrative fees for managing the recovery process.
- (c) Impact on Credit Reporting:
 - (i) If payments remain overdue for more than 60 days, Gold Coast Motorcycle Rental may report the default to credit reporting bodies, which could impact your credit rating.
- (d) Notice of Default:

- (i) A formal demand notice will be sent to you via email outlining the overdue amount and applicable charges before initiating recovery action.
- (e) Suspension of Future Rentals:
 - (i) Future bookings will not be accepted, and existing bookings may be cancelled until all outstanding amounts are settled.

7.7 Pricing Changes

- (a) Right to Update Pricing:
 - (i) Gold Coast Motorcycle Rental reserves the right to change the prices listed on our website or introduce new charges at any time without prior notice.
- (b) Existing Bookings:
 - (i) Pricing changes will not affect confirmed bookings. All confirmed bookings will honour the rates at the time of booking.
- (c) Future Bookings:
 - (i) Any booking made after the implementation of new pricing will be subject to the updated rates.
- (d) No Retrospective Adjustments:
 - (i) Gold Coast Motorcycle Rental does not apply price adjustments retrospectively, whether upwards or downwards, to completed rentals or rentals already underway.
- (e) Transparency:
 - (i) Updated prices will always be available on our website (www.goldcoastmotorcyclental.au) to ensure transparency and consistency.

8 Security deposit

8.1 Security deposits

- (a) Deposit Amount:
 - (i) The security deposit amount is specified on our website based on the type of Motorcycle and rental period.
 - (ii) Our standard security deposits are as follows:
 - (A) Motorcycles less than 200cc – minimum \$200 or 50% of the total rental cost (whichever is higher) up to a maximum of \$2,000 (for longer rentals).
 - (B) Motorcycles greater than 201cc – minimum \$500 or 50% of the total rental cost (whichever is higher) up to a maximum of \$5,000 (for longer rentals).

- (iii) Security deposits must be paid (in store) before taking delivery of the motorcycle on the booked date, and are in addition to the rental charge.
- (iv) Motorcycles are not released until full payment of all outstanding amounts has been received.
- (b) Payment Method and Card Matching Requirement:
 - (i) Security deposits must be paid using a valid credit or debit card. Cash deposits are not accepted.
 - (ii) The credit or debit card used to pay the security deposit must match the card saved on file.
- (c) Security Deposit Refund:
 - (i) Security deposits are refunded within 7 business days of the safe return of the Motorcycle, provided there are no outstanding or additional charges or other penalties outlined in the Rental Contract.
- (d) Delays in Refunds:
 - (i) While Gold Coast Motorcycle Rental processes refunds within 7 business days, delays may occur due to your bank's processing times. Gold Coast Motorcycle Rental is not responsible for such delays.
- (e) Additional Charges Beyond Deposit:
 - (i) In the event You fail to provide payment for any charges You are responsible for at or after the end of the Rental Period, We reserve the right to apply the Security Deposit against these outstanding amounts.
 - (ii) If the Security Deposit does not cover the full amount of outstanding charges, You remain liable for the balance and must settle this amount immediately upon request.
- (f) Gold Coast Motorcycle Rental is not responsible for any fluctuations in exchange rates or other bank fees.

9 Additional Charges

You agree to pay any additional charges incurred during the Rental Period as follows:

- (a) Toll Charges: If a Road Toll Package is not purchased, you will be charged for all tolls incurred during the Rental Period.
- (b) Penalty Notices: You are responsible for all fines, penalties, or infringements incurred during the Rental Period, plus a \$50 administration fee per notice.

- (c) Fuel Charges: Motorcycles must be returned with a full tank of minimum 95RON fuel. A \$50 refuelling fee will apply if this condition is not met. Repairs for damage caused by incorrect fuelling will be charged in full.
- (d) Cleaning Fee: A \$200 fee applies if the Motorcycle is returned in an excessively dirty condition, as determined by Gold Coast Motorcycle Rental acting reasonably.
- (e) Key Replacement: Lost or irreparably damaged keys incur a \$500 fee. If you require delivery of the spare key, additional courier costs will be charged.
- (f) Tyres and Accessories: Damage beyond reasonable wear and tear, as determined by Gold Coast Motorcycle Rental acting reasonably, will be charged based on the cost of repairs or replacements.
- (g) Late Returns:
 - (i) Up to 3 hours late: \$50 per hour (after a 20-minute grace period).
 - (ii) More than 3 hours late: One additional full day's rental charge applies for each day or part thereof.
- (h) Loss of Use: If the Motorcycle is rendered unavailable for hire due to damage, you will be charged 75% of the daily rental rate for each day it remains out of service.
- (i) Recovery Costs: You are responsible for all recovery costs associated with the Motorcycle, accessories, or equipment.
- (j) Unfair Wear and Tear: You will be charged for repairs to reinstate the Motorcycle to its original condition if damage beyond normal wear and tear occurs, as determined by Gold Coast Motorcycle Rental acting reasonably.
- (k) Labour: Gold Coast Motorcycle Rental charges labour costs at \$100/hour.
- (l) Overdue Payments: Weekly rental payments overdue by five or more days will incur a \$30 fee, added to the outstanding balance.
- (m) No-Show Fees: A \$200 fee applies for failure to attend a scheduled maintenance or repair appointment without providing at least 24 hours' notice.
- (n) Contract Breaches or Misrepresentation: Any costs arising from breaches of the Rental Contract or misrepresentation during the rental process will be charged in full.
- (o) A Claims Handling Fee ranging from \$75 to \$250 will be charged based on the value and complexity of the claim. This fee covers administrative tasks such as arranging repairs, towing, third-party assessments, and communications with insurers.
- (p) Other Costs: You agree to cover all additional costs incurred by us in relation to:
 - (i) Debt recovery and collection.
 - (ii) Rectifying any misrepresentation during the rental process.



- (iii) Addressing breaches of the Rental Contract.

10 Cancellations

10.1 Customer-Initiated Cancellations

- (a) 14 Days or More in Advance: No cancellation fee applies, and any deposit or prepaid amount will be refunded in full.
- (b) Less Than 14 Days in Advance: A cancellation fee of 20% of the total booking amount applies, regardless of how long the booking has been held. The remaining balance, if paid, will be refunded.

10.2 Minimum Rental Periods

If a minimum rental period is specified at the time of booking, cancellations made before the end of this period will incur the full rental charge for the entire minimum period. Any prepaid amount exceeding this charge will be refunded.

10.3 Gold Coast Motorcycle Rental-Initiated Cancellations

- (a) Gold Coast Motorcycle Rental reserves the right to cancel or modify your booking under the following circumstances:
 - (i) Per Clause 1.7: Where unforeseen circumstances arise that require cancellation or modification, including severe weather, safety concerns, or operational disruptions, a full refund will be provided for any unused portion of your booking. Where feasible, an alternative motorcycle (subject to section 11) or rescheduled booking (subject to section 7.2) will be offered at no additional cost.
 - (ii) Per Clause 3.3: If your Approved Rider status is revoked or your eligibility to rent is invalidated as per the terms of the Rental Contract, no refund will be provided.
 - (iii) Non-Compliance with the Rental Contract: If the cancellation is due to your non-compliance with any aspect of the Rental Contract, including but not limited to age, licence, or experience requirements, no refund will be provided.
- (b) Should your booking be cancelled due to items (a)(ii) and (a)(iii) above, Your Approved Rider Status may be changed to Non-Approved Rider as per clause 3.4, and may result in you not being permitted to rent any Motorcycle from us in the future.

10.4 Refund Processing

All refunds will be processed within 7 business days via the original payment method.

10.5 No-Show Policy

Failure to collect the motorcycle within 1 hour of the agreed time without prior notification will result in the booking being cancelled. No refunds will be provided.



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11 Substitutions

11.1 Right to Substitute

Gold Coast Motorcycle Rental reserves the right to substitute a booked motorcycle with an alternative from our fleet if unforeseen circumstances prevent the availability of the originally booked motorcycle. Such circumstances include, but are not limited to:

- (a) Mechanical breakdowns or maintenance issues.
- (b) Damage caused by previous rentals.
- (c) Theft of the originally booked motorcycle.

11.2 Efforts to Match Specifications

We will endeavour to provide a substitute motorcycle of similar specifications and suitability to the original booking, considering the rider's licence, experience, and intended use.

11.3 Pricing Variations

If the substitute motorcycle is:

- (a) More Expensive: No additional charges will apply.
- (b) Less Expensive: The lower rate will be charged, and the difference refunded to the customer.

11.4 Customer Notification

Customers will be notified of any substitutions at the earliest opportunity via phone, email, or text message.

11.5 Customer Rights

If the customer declines the substitute motorcycle:

- (a) A full refund will be provided if the substitution does not meet the terms of the original booking.
- (b) Alternatively, the customer may choose to reschedule the booking without additional charges.

11.6 Limitations

Substitutions are subject to fleet availability. In cases where no suitable substitute is available, a full refund will be provided.

12 Maintenance and repair

12.1 Routine Servicing



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- (a) Gold Coast Motorcycle Rental maintains its fleet of motorcycles to the high standards set by the original equipment manufacturers.
- (b) Whilst every effort is made to ensure routine preventative maintenance occurs outside of booked Rental Periods, rentals of longer duration may necessitate servicing of the Motorcycle during the Rental Period.
- (c) Servicing will be arranged at Gold Coast Motorcycle Rental's expense, and customers may be required to deliver and collect the Motorcycle from an approved service provider.
- (d) No rental fee adjustments will apply for servicing time unless downtime exceeds 24 hours.

12.2 Customer Responsibilities for Routine Maintenance

- (a) During the Rental Period, customers must:
 - (i) Check and maintain correct oil levels using the correct oil grades as specified by the manufacturer.
 - (ii) Use only the specified fuel grade as specified by the manufacturer.
 - (iii) Check and maintain proper tyre pressure during the rental period.
 - (iv) Check and maintain proper drive chain tension and lubrication during the rental period.
- (b) Failure to perform routine maintenance resulting in damage will be considered unfair wear and tear, with the customer liable for all repair costs.

12.3 Breakdowns or Damage

- (a) Customers must notify Gold Coast Motorcycle Rental immediately, or within 24 hours, of any mechanical breakdown, fault, or damage requiring repairs.
- (b) Notifications must include details of the issue and supporting evidence (e.g., photos, descriptions, etc).
- (c) Customers **must not** undertake repairs without prior approval from Gold Coast Motorcycle Rental. Unauthorised repairs will be at the customer's expense.

12.4 Right Not to Repair or Replace

- (a) We reserve the right not to repair or replace the Motorcycle where:
 - (i) It is involved in a major accident or there has been major damage.
 - (ii) The cause of the breakdown or fault is a breach of the Rental Agreement.
 - (iii) Replacement is required due to damage, loss, or theft caused by a breach of the Rental Agreement.

12.5 Approved Repairers



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- (a) All non-routine maintenance and repairs must be performed by qualified repairers approved by Gold Coast Motorcycle Rental.
- (b) Repairs undertaken by non-approved providers, or by the customer personally, will result in the customer being liable for all resulting damages and reinstatement costs.

12.6 Recovery Arrangements

- (a) Gold Coast Motorcycle Rental will arrange recovery at its own expense in cases of mechanical failure not caused by the customer, subject to the following exclusions.
- (b) Recovery costs will be charged to the customer under the following circumstances:
 - (i) Non-Compliance with the Rental Contract:
 - (A) If the need for recovery arises due to a breach of the Rental Contract, including:
 - (I) Operating the motorcycle in a Prohibited Area (Section 4).
 - (II) Engaging in Prohibited Use, such as reckless behaviour or competitive events (Section 4).
 - (ii) Negligence or Misuse:
 - (A) Recovery required due to customer actions, including:
 - (I) Failure to perform routine maintenance, such as checking oil, coolant levels, or tyre pressures (Section 12).
 - (II) Operating the motorcycle in a manner inconsistent with reasonable care (Section 5).
 - (iii) Damage:
 - (A) Recovery costs arising from any damage caused by customer actions or negligence, whether accidental or deliberate (Sections 15 and 16).
 - (B) Recovery and repair for damage resulting from immersion in water, including floodwaters, saltwater, or other prohibited conditions (Section 15).
 - (iv) Unauthorised Repairs or Modifications:
 - (A) Recovery required due to unapproved repairs or modifications made by the customer (Section 12).
 - (v) Failure to Return the Motorcycle:
 - (A) If the motorcycle is not returned to the designated location by the agreed time and date (Section 5), recovery costs will be charged.

- (vi) You acknowledge and agree that We (or Our agent or contractor), may be required to enter Your premises to recover the Vehicle, in which case We will exercise due care to ensure that no damage beyond what is reasonable is caused to the premises.
- (vii) You agree to indemnify Gold Coast Motorcycle Rental for all losses, expenses, Damage and any other costs in connection with any action for recovery.
- (c) Customers are required to:
 - (i) Notify Gold Coast Motorcycle Rental immediately in the event of an issue requiring recovery.
 - (ii) Provide reasonable assistance to facilitate the recovery and repair process.
- (d) Recovery costs will include all associated expenses, such as towing, transport, and labour fees, as determined by Gold Coast Motorcycle Rental acting reasonably.

12.7 Communication and Timelines

- (a) Customers must communicate any issues promptly via phone, email, or text and provide supporting evidence where necessary.
- (b) Gold Coast Motorcycle Rental will arrange recovery and repairs within a reasonable timeframe, subject to the availability of parts and service providers.

13 Accident and theft reporting

13.1 Reporting Obligations

- (a) In the event of an accident or theft, you must notify Gold Coast Motorcycle Rental immediately, or within 24 hours, using one of the following methods:
 - (i) Phone: Call the contact number listed on our website or Google listing.
 - (ii) Email or Text: Provide details of the incident and any supporting evidence.
- (b) You must complete and submit an Accident/Theft Report Form within 24 hours of the incident.

13.2 Police Reporting

- (a) You must report theft or an accident to the police if:
 - (i) Any person is injured.
 - (ii) The other party fails to stop or exchange names and contact information.
 - (iii) The other party appears to be under the influence of drugs or alcohol.
- (b) A copy of the police report or incident reference number must be provided to Gold Coast Motorcycle Rental.



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13.3 Evidence and Information Gathering

You are required to gather and provide the following information:

- (a) Names, addresses, phone numbers, and email addresses of all parties involved.
- (b) Vehicle registration numbers of all vehicles involved.
- (c) Photos or videos showing:
 - (i) The positions of vehicles and the motorcycle before being moved.
 - (ii) Damage to the motorcycle and other vehicles or property.
 - (iii) The accident scene, including road conditions and signage.
 - (iv) Names and contact details of any witnesses.

13.4 Cooperation with Gold Coast Motorcycle Rental

- (a) You must forward all third-party correspondence, legal notices, or court documents related to the accident or theft to Gold Coast Motorcycle Rental within seven (7) days of receipt.
- (b) You must cooperate fully with Gold Coast Motorcycle Rental in:
 - (i) The prosecution or defence of any legal claims.
 - (ii) Attending legal or administrative proceedings, as required.

13.5 Prohibited Actions

You must not:

- (a) Admit fault or liability to any party.
- (b) Promise or agree to pay any claim.
- (c) Release the other party from liability for damages or loss.

13.6 Consequences of Non-Compliance

Failure to comply with the reporting obligations or to provide required evidence may result in:

- (a) Loss of Damage Cover as outlined in Section 15.
- (b) Full liability for damages, recovery costs, and third-party losses.
- (c) Immediate termination of the Rental Contract.



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14 Damage cover

14.1 Scope of Damage Cover

- (a) Damage Cover is included in the Rental Charges and provides indemnity for:
 - (i) Theft of the Motorcycle.
 - (ii) Damage to the Motorcycle caused by an accident or third-party action.
 - (iii) Third-party property loss or damage caused by the Motorcycle during the Rental Period.
- (b) Coverage is subject to the conditions and exclusions outlined in this section and Sections 15 and 16.

14.2 Customer Provided Insurance

Customer provided insurance policies are not accepted for coverage of the rented Motorcycle, accessories or third party loss.

14.3 Customer Liability

- (a) Customers are liable for costs up to the applicable Damage Excess specified in the Rental Contract, except where exclusions apply.
- (b) The applicable Damage Excess represents the maximum amount the customer is liable to pay per incident, regardless of the total damage costs, subject to Sections 15 and 16.

14.4 Damage Excess

- (a) The Damage Excess amount is specified on our website based on the Motorcycle selected.
- (b) Our standard Damage Excess amounts are as follows:
 - (i) Motorcycles less than 200cc – \$2,000
 - (ii) Motorcycles greater than 201cc – \$5,000

14.5 Single-Vehicle Accidents

- (a) Liability:
 - (i) The applicable Damage Excess shown on our website for the specific Motorcycle represents the maximum amount the customer is liable to pay, subject to Sections 15 and 16. For example:
 - (A) If the damage totals \$200, the customer will pay only \$200.
 - (B) If the damage amounts to \$8,000 and the Damage Excess is \$5,000, the customer is liable for \$5,000.

- (b) Unresolved Disputes:
 - (i) Should agreement not be reached on the invoiced amount for repair costs, the full applicable Damage Excess shown on our website for the specific Motorcycle will be charged to eliminate any ambiguity.

14.6 Third-Party Loss

- (a) Initially, and subject to clause 14.7 You are liable for the applicable Damage Excess in cases of third-party property damage or loss caused by the Motorcycle, regardless of fault.

14.7 Recovery of Damage Costs

- (a) If We recover all or a portion of the Damage Costs from a responsible third party or their insurer, or successfully defend any third-party claim such that the Damage Costs We actually incur are less than the total amount of Damage Excess, We will refund You the difference.
- (b) In such cases, We may retain an additional amount to cover the reasonable administrative, collection, or legal costs incurred in connection with the recovery or defence. This may include, but is not limited to, the Claims Handling Fee as per section 9.

14.8 Optional Damage Excess Reduction

Customers may reduce their Damage Excess liability by 50% by opting for the Damage Excess Reduction option (at additional cost), which must be selected and paid for before the rental commences.

14.9 Payment of Damage Excess

- (a) The Damage Excess will be charged to the customer's credit or debit card within 48 hours of Gold Coast Motorcycle Rental issuing a tax invoice.
- (b) Refunds, if applicable, will be processed within 14 business days of insurance claim resolution.

14.10 Payment Plans

- (a) Customers may request a payment plan for Damage Excess or repair costs, subject to the following terms:
 - (i) Payment plans are available for up to 10 weeks, with equal weekly payments.
 - (ii) No interest or additional fees will be charged for payment plans.
 - (iii) Payments that are overdue by 5 or more days will incur a \$30 overdue payment fee, as outlined in Section 9.
- (b) Failure to adhere to the payment plan terms may result in the debt being referred to a collection agency, with all associated costs payable by the customer.



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14.11 Multiple Incidents

Each incident (e.g. multiple accidents during the same rental) will require a new Damage Excess payment up to the applicable limit.

14.12 Conditions of Cover

Coverage under this section is contingent on:

- (a) Compliance with the Rental Contract.
- (b) Timely reporting of accidents or theft as outlined in Section 13.
- (c) Adherence to all applicable laws and road regulations.

15 Damage cover exclusions

15.1 Situations Where Damage Cover Does Not Apply

Damage Cover will not apply, and the customer will be fully liable for all costs, in the following circumstances:

- (a) Major Breach of the Rental Contract:
 - (i) If the motorcycle is used in a manner that constitutes a Major Breach as defined in Section 16, including but not limited to:
 - (A) Operation by a non-approved rider.
 - (B) Use in a prohibited area (as outlined in Section 4).
 - (C) Engaging in prohibited activities such as competitive events or reckless riding (as outlined in Section 4).
- (b) Non-Approved Rider Use:
 - (i) If the motorcycle is operated by anyone other than the customer or an Approved Additional Rider.
- (c) Underbody Damage:
 - (i) Any damage caused by contact between the underside of the motorcycle and an object or obstruction, such as curbs, speed bumps, or gutters, unless resulting from a collision with another vehicle.
- (d) Immersion in Water:
 - (i) Damage caused by immersion in water, including but not limited to:
 - (ii) Riding through floodwaters or saltwater.
 - (iii) Exposure to river crossings, beaches, or tidal areas.



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- (e) Accessories and Extras:
 - (i) Loss of or damage to accessories, including keys, helmets, or other equipment provided as part of the rental.
- (f) Personal Injury or Property Loss:
 - (i) Personal injury of the customer, Approved Additional Riders, or pillions.
 - (ii) Loss or damage to personal items left in or on the motorcycle.

15.2 Customer Liability

In all situations outlined above, the customer is fully liable for:

- (a) Repair or replacement costs for the motorcycle and accessories.
- (b) Recovery costs as outlined in Section 12.
- (c) Third-party losses or property damage.
- (d) Loss of Use fees (Section 9).

15.3 Exclusions Beyond the Rental Contract

Additional exclusions may apply as specified in the Rental Contract or at the time of rental. Customers will be notified of these exclusions before the rental commences.

15.4 Notification and Recovery

Customers must notify Gold Coast Motorcycle Rental immediately of any incident where Damage Cover does not apply. Recovery and repair arrangements will proceed as outlined in Section 12.

16 Major Breach and its consequences

16.1 Major Breach Defined

A Major Breach of the Rental Contract occurs if You or an Approved Additional Rider violate any of the following Sections/clauses:

- (i) Section 2.1: Approved Riders.
- (ii) Section 2.2–2.4: Licence and age requirements.
- (iii) Section 3.3: Approved Rider status.
- (iv) Section 4: Restrictions on use of the Motorcycle, including Prohibited Areas, and Prohibited Use, such as reckless behaviour or engaging in competitive events.
- (v) Section 5.3: Motorcycle keys must be kept in Your possession.
- (vi) Section 5.4(b): Reasonable Care, including maintenance and theft prevention.



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- (vii) Section 5.4(c): Notification of Motorcycle fault or damage.
- (viii) Section 5.4(f): Staying with the Motorcycle after an accident.
- (ix) Section 5.5: Return of the Motorcycle.
- (x) Section 12: Maintenance and repair, including routine servicing and approved repairers.
- (xi) Section 13.1: Accident and theft reporting obligations.
- (xii) Section 13.2–13.3: Police reporting and provision of accident details.
- (xiii) Section 17.2: Tampering with or removing the Tracking Device.

16.2 Consequences of a Major Breach

- (a) If a Major Breach occurs, the following consequences will apply:
 - (i) All Damage Cover under Section 14 is void.
- (b) You are fully liable for:
 - (i) The cost of repairing or replacing the Motorcycle and any accessories or equipment.
 - (ii) Recovery costs as outlined in Section 12
 - (iii) Third Party Loss arising from the incident.
 - (iv) Loss of Use fees (Section 9).
- (c) Immediate Termination of the Rental Contract:
 - (i) Gold Coast Motorcycle Rental may terminate the Rental Contract immediately.
 - (ii) You must return the Motorcycle to the designated location or arrange for its recovery at Your expense.
- (d) Legal Action:
 - (i) Gold Coast Motorcycle Rental reserves the right to pursue legal action or engage debt recovery services to recover outstanding amounts, as outlined in Section 7.6.

16.3 Steps Following a Major Breach

- (a) Gold Coast Motorcycle Rental will follow these steps if a Major Breach occurs:
 - (i) Notification:
 - (A) You will receive written notification via email or text, detailing:
 - (I) The nature of the breach.
 - (II) Any amounts owed or actions required.

- (ii) Immediate Actions:
 - (A) You must cease using the Motorcycle and either:
 - (I) Return it to the designated location, or
 - (II) Arrange for recovery at Your expense.
- (b) Inspection and Invoicing:
 - (i) Upon recovery, the Motorcycle will be inspected, and a detailed invoice for any damages, recovery costs, or penalties will be issued.
- (c) Payment and Resolution:
 - (i) You must settle all outstanding amounts within the timeframe specified in the invoice.

17 Privacy

17.1 Personal information

- (a) We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- (b) When We collect Your personal information, We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us, We may not be able to provide those rental services to You.
- (c) We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

17.2 Tracking Device

- (a) You understand and acknowledge that We may use tracking devices and systems to locate the Motorcycle at any time. When You sign the Rental Contract, You are authorising Us to use the tracking device to track the Motorcycle until it is returned to Us
- (b) You must not tamper with the Tracking Device or remove it from the Motorcycle.

18 Assumption of Risk and Indemnity

18.1 Participation at Your Own Risk

You participate entirely at your own risk. You, your successors, executors, and administrators agree to release and indemnify Gold Coast Motorcycle Rental, its directors, employees, and agents from any claims, demands, or expenses for personal injury, loss of life, or damage to personal property during or after your rental.

18.2 Road and Venue Conditions

You understand that roads (sealed or unsealed) and venues may have uneven surfaces and defects that are visible or hidden. You agree to accept these risks, proceed with caution, and always adjust your riding style to suit the prevailing conditions.

18.3 Duty of Care

You agree to ride responsibly and with due care for others and their property. Reckless or negligent behavior may result in immediate termination of your rental without compensation.

18.4 Acknowledgment of Risks

- (a) You acknowledge and accept that motorcycle riding involves inherent risks, including but not limited to:
 - (i) Adverse weather conditions.
 - (ii) Road surfaces or terrain (sealed or unsealed) that may be uneven, slippery, or otherwise hazardous.
 - (iii) Interactions with wildlife, pedestrians, other riders, or drivers.
 - (iv) Mechanical failure or malfunction of the rented motorcycle or equipment.
 - (v) Actions or inactions of third parties, including other road users, which are beyond the control of Gold Coast Motorcycle Rental.
- (b) You agree to assume these risks and release Gold Coast Motorcycle Rental from liability for any consequences directly resulting from such inherent risks, except where caused by our negligence or breach of statutory obligations.

18.5 Customer Responsibility and Indemnity

- (a) Scope of Indemnity:
 - (i) You agree to indemnify and hold harmless Gold Coast Motorcycle Rental, its directors, employees, and agents against all claims, liabilities, damages, costs, or expenses directly arising from:
 - (A) Non-compliance with the Rental Contract:
 - (I) Use of the Motorcycle in Prohibited Areas or for Prohibited Uses as outlined in Section 4.
 - (II) Breaches of maintenance obligations, including failure to check and maintain oil levels, tire pressure, or chain tension during the Rental Period.
 - (B) Negligence or Reckless Conduct:
 - (I) Damage, injury, or loss caused by your reckless behavior, including speeding, stunt riding, or failure to adapt to road conditions.



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- (C) Unauthorized Actions:
 - (I) Modifications, repairs, or tampering with the Motorcycle or its Tracking Device without prior written consent.
- (D) Third-Party Loss or Damage:
 - (I) Claims arising from property damage or injury caused by the Motorcycle while under your care.
- (b) Exclusions to Indemnity:
 - (i) This indemnity does not apply where:
 - (A) The damage, injury, or loss is caused by Gold Coast Motorcycle Rental's negligence, breach of contract, or failure to comply with Australian Consumer Law, including providing a Motorcycle that is not roadworthy or fit for its intended purpose.
 - (B) The loss arises from mechanical faults or defects not caused by your actions or omissions.
 - (C) The loss or injury occurs as a direct result of circumstances beyond your reasonable control (e.g., third-party accidents where you are not at fault).
- (c) Limitation of Liability:
 - (i) Gold Coast Motorcycle Rental's liability is limited to:
 - (A) Repairing or replacing the Motorcycle in cases of mechanical failure or defects not caused by customer negligence.
 - (B) Reimbursing any charges for services not provided or that were not reasonably fit for purpose, in accordance with Australian Consumer Law. Gold Coast Motorcycle Rental, its directors, employees, and agents are not liable for any indirect or consequential losses, including missed flights, disrupted travel plans, or loss of enjoyment. Liability for damages, injury, or death is limited to situations where Gold Coast Motorcycle Rental has been negligent or breached statutory obligations.
- (d) Prohibited Actions:
 - (i) You agree not to:
 - (A) Admit liability or fault to any third party in the event of an incident involving the Motorcycle.
 - (B) Make agreements or settlements with third parties without Gold Coast Motorcycle Rental's written consent.

18.6 Emergency Facilities and Insurance

You acknowledge that appropriate medical and/or transport facilities are not available at all locations. You are responsible for obtaining travel insurance that covers personal injury, repatriation, or other costs, including death.

18.7 Acceptance of Terms

By booking a rental, you confirm that you have read and understood these terms and agree that your participation is entirely at your own risk.

19 Definitions and interpretation

19.1 Definitions

In these Terms and Conditions:

Accident

- An unintended and unforeseen incident, including:
 - A collision between the Motorcycle and another vehicle or object, including animals and roadside infrastructure.
 - A weather event, including hail damage.
- Results in damage or Third-Party Loss.

Additional Equipment

- Items provided with the Motorcycle, such as panniers, top boxes, GPS units, or helmets, which are listed in the Rental Contract.

Additional Approved Rider

- Any person authorised by Gold Coast Motorcycle Rental to operate the Motorcycle and recorded in the Rental Agreement prior to the Start of the Rental.

Approved Rider

- The individual renting the Motorcycle and meeting all eligibility criteria set by Gold Coast Motorcycle Rental, as outlined in Section 2.

Appropriate Motorcycle Riding Experience

- The duration and type of experience required to safely and competently operate the rented Motorcycle, as determined by Gold Coast Motorcycle Rental. This includes but is not limited to:
 - Familiarity with operating motorcycles of a comparable size, weight, and power to the rented Motorcycle.



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- Demonstrated competency during the induction process, if applicable.

Damage

- Any loss or harm to the Motorcycle, including its parts, components, and accessories, which is not considered fair wear and tear. This includes but is not limited to:
 - Towing and salvage costs.
 - Assessment fees.
 - Loss of Use.
- For clarity, damage making the Motorcycle unroadworthy, including to headlights, lights, or tyres, is not fair wear and tear.

Damage Costs

- The costs and fees incurred by Us in connection with the damage, loss, or theft of the Motorcycle or related equipment, including but not limited to:
 - The cost of repair or replacement of the Motorcycle or any part of the Motorcycle.
 - The cost of repair or replacement of any equipment provided with the Motorcycle.
 - Towing and salvage fees.
 - Storage, repossession, and recovery costs actually and reasonably incurred, including fees for the release of the Motorcycle from compounds.
 - Costs of any other property loss or damage caused by You in an Accident.
 - Assessing Fees incurred by Us to have any Damage assessed to determine repair costs using any third-party assessor, which vary based on the extent of the relevant Damage.

Damage Cover

- The cover provided for damage, theft, attempted theft, and Third Party Loss under Section 14, subject to the exclusions in Section 15.

Damage Excess

- The maximum amount payable by You, including GST, in the event of damage, theft, or Third-Party Loss.

Electronic Communications

- Communication via electronic means, including email and SMS, used for providing updates, notifications, or documentation related to the Rental Contract.

End of the Rental



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- The latter of:
 - The date and time shown in the Rental Contract.
 - The date and time the Motorcycle is returned to Gold Coast Motorcycle Rental.

Fair Wear and Tear

- Normal deterioration to the Motorcycle resulting from ordinary use and exposure over time, as determined by Gold Coast Motorcycle Rental acting reasonably. This does not include damage such as scratches, dents, or mechanical issues caused by neglect, misuse, or failure to adhere to maintenance requirements.

Gold Coast Motorcycle Rental, We, Us, Our

- Gold Coast Motorcycle Rental ABN 18 140 048 948.

LAMS (Learner Approved Motorcycle Scheme)

- A scheme designed for novice riders with restricted motorcycle licenses, allowing them to operate motorcycles that meet specific power-to-weight and engine capacity limits.
- Motorcycles approved under LAMS are designed for riders on RE licenses (restricted) as per Australian licensing regulations.

Late Fee

- A charge applied for returning the Motorcycle beyond the agreed return time as per the Rental Schedule.

Loss of Use

- Our calculated loss, on a daily basis, at 75% of the base daily rate shown on our website, for the period the Motorcycle is being repaired or replaced due to damage or theft.

Major Breach

- A significant violation of the Rental Contract, as outlined in Section 16, including but not limited to:
 - Allowing an unauthorised rider to operate the Motorcycle.
 - Using the Motorcycle in a Prohibited Area or engaging in Prohibited Use.
 - Failing to report an Accident or theft.

Motorcycle

- The vehicle described in the Rental Contract, including all parts, components, and accessories.

Off Road



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- Any area that is not a sealed or unsealed road, including but not limited to:
 - Unformed roads, fire trails, and tracks.
 - River and tidal crossings, beaches, sand dunes, creek beds, or grassed areas.

Prohibited Use

- Activities or behaviours outlined in Section 5, including but not limited to:
 - Engaging in competitive events.
 - Reckless or dangerous riding.
 - Unauthorised commercial use.

Pillion Passenger

- A person riding as a passenger on the Motorcycle during the Rental Period.

Reasonable Care

- The standard of care required to ensure the safe and appropriate use of the Motorcycle, including but not limited to:
 - Avoiding hazardous conditions and adjusting Your riding style to suit the conditions.
 - Proper maintenance of tyre pressure, oil, and coolant levels.
 - Securing the Motorcycle against theft.

Recovery

- The process of retrieving the Motorcycle due to breakdown, damage, or breach of the Rental Contract. This includes but is not limited to:
 - Towing the Motorcycle to the designated location or repair facility.
 - Costs associated with transport, labour, and logistics.
 - Situations requiring recovery.

Rental Charges

- Fees payable for renting the Motorcycle, including GST and other taxes, as detailed in the Rental Contract.

Rental Period

- The duration of the rental, starting at the time specified in the Rental Contract and ending at the End of the Rental.

Start of the Rental



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- The date and time when the rental commences, as shown in the Rental Contract.

Third Party Loss

- Loss or damage to third-party property, including other vehicles, and claims for loss of income.

Tracking Device

- A device fitted to the Motorcycle that monitors location, direction and data such as (but not limited to) speed against a time standard.

Underbody Damage

- Damage to the Motorcycle resulting from contact between its underside and any part of the road or object, such as kerbs or speed bumps, unless caused by a collision with another vehicle.

Unfair Wear and Tear

- Any damage beyond normal usage, including but not limited to scratches, dents, or mechanical failures resulting from neglect or misuse.
- As determined by Gold Coast Motorcycle Rental acting reasonably.

The Customer, You, Your

- The individual, firm, or company renting the Motorcycle, as identified in the Rental Contract.

19.2 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.



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