

# RENTAL AGREEMENT

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## RENTAL TERMS AND CONDITIONS

These terms and conditions constitute a legally binding agreement (the "Agreement") between Zoomo Pty Ltd (ACN 617 521 150) of Unit 7, City Close Industrial Estate, 37-41 O'Riordan Street, Alexandria NSW 2015 ("Zoomo", "we", "us", "our") and the person renting a vehicle from us, as named in the Zoomo app profile filled in at the time of rental (referred to in this Agreement as the "Renter", "you", and "your").

You and Zoomo are collectively referred to as "the parties".

This Agreement is a rental agreement, under which we will lend a vehicle to you, in exchange for payment from you for the Term (which will be no longer than four months). Nothing in this Agreement is intended to create a consumer lease to which Part 11 of the National Credit Code in Schedule 1 of the *National Credit Protection Act 2009* (Cth) applies.

The precise terms of the Agreement which govern our relationship are set out below. Please ensure that you have read these terms before you agree to them.

Defined terms used in this Agreement are set out in clause 32.

### 1. Term of this Agreement

The Start Date of this Agreement is the date on which you take possession of your vehicle from a Zoomo shop or partner shop and pay the Deposit in accordance with clause 6 below.

The Term of this Agreement will end on the End Date of this Agreement. The End Date of this Agreement will be the earlier of the date set out in your Order Confirmation or four months, unless otherwise terminated earlier in accordance with clause 12 or 13 of this Agreement, in which case Zoomo will communicate an Expiry Date to you in accordance with clause 14.

You and Zoomo have the right to terminate this Agreement before the end of the Term – see clause 12 and 13.

### 2. Fixed Term Rental

Your plan is required to be fixed to a Term of three (3) months ("Fixed Term").

Despite any other clause in this Agreement, you cannot terminate this Agreement earlier than 3 months unless you pay an early termination fee of \$200.

For clarity, Zoomo may however terminate this Agreement during the Fixed Term in accordance with this Agreement.

### 3. Rental of Zoomo's vehicle

You have agreed to rent from us a vehicle with the serial number set out in your Order Confirmation (the "vehicle").

As Renter, you have no right or obligation to purchase the vehicle from Zoomo.

### 4. Fees

You agree to pay Zoomo the following:

- (a) Weekly Fees for the rental of the vehicle for the relevant plan selected through our Zoomo website or app as set out at clause 5 below;
  - (b) any add-ons selected through the Zoomo website or app;
  - (c) the Deposit as set out in clause 6 below, and
  - (d) any late fees and/or administrative fees incurred in accordance with this Agreement;
- (each a "Fee").

### 5. Weekly Fees

Weekly Fees are payable weekly in advance. You are required to select the appropriate Zoomo rental plan through the Zoomo website

or app, prior to taking possession of the vehicle.

Details about the relevant plans offered by Zoomo for payment of the Weekly Fees are set out in the Zoomo website or app and may be updated from time to time. You can find out more about the relevant plans at <https://www.ridezoomo.com/au/plans>.

The relevant plan must be selected by you upon checkout or in any applicable order form or within the Zoomo app.

## **6. Deposit**

We require you to provide a security deposit of \$300.00 (the "Deposit").

The Deposit is payable by you on taking possession of the vehicle and will be retained by Zoomo as security for the vehicle and any other related items that will be in your possession for the duration of the rental.

In the event of loss or damage to the vehicle or Lock for which you are liable, Zoomo will (on giving written notice to you), apply the Deposit (or part thereof) to the cost of necessary repairs or replacement. Please refer to our website ([www.ridezoomo.com](http://www.ridezoomo.com)) or see instore for our current pricing.

In the event of outstanding rental or repair fees, Zoomo will (on giving written notice to you), apply the Deposit (or part thereof) to the satisfaction of the same.

In the absence of damage, loss or outstanding fees, the Deposit will be refunded to you in full within 10 Business Days of the Expiry Date of this Agreement.

Notwithstanding the foregoing, Zoomo is not obliged to hold the Deposit on trust for you, and you agree that Zoomo is free to treat the Deposit as its own monies, without prejudice to your Deposit refund right (where applicable) described above.

## **7. Payment Terms**

You authorise Zoomo to debit your nominated debit or credit card with the amount of the Weekly Fees and any other Fee incurred as and when they fall due.

You must pay all sums that you owe to Zoomo under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

If we are unable to charge your preferred payment method for any outstanding charges, including Weekly Fees, we will notify you of the unsuccessful payment. Your vehicle will be locked four (4) days after an unsuccessful payment attempt, provided you do not make any efforts to remedy the failure. After six (6) days, if the outstanding payment is not remedied, Zoomo reserves the right to take possession of the vehicle at any time without providing notice to you. Any costs incurred by Zoomo in retaking possession of the vehicle may be charged to you.

## **8. Acknowledgement**

You acknowledge that:

- (a) you have received the vehicle in a roadworthy and undamaged state;
- (b) you have read and understood this Agreement, the Zoomo Privacy Policy (<https://www.ridezoomo.com/privacy>), and participated in any onboarding offered by Zoomo at the time of entering into this Agreement and agree to comply with all obligations under the same; and
- (c) if you intend to use the vehicle to make deliveries for a delivery company, you authorise us to share your details with the delivery companies you work for to confirm that you have an active account on their platform. Your personal data will at all times be governed by the Zoomo Privacy Policy.

## **9. Upon Receipt of the vehicle**

Where the vehicle is protected by packaging material, such material shall be disposed of by

you at your cost, unless otherwise required by Zoomo.

## **10. Legal Title**

Zoomo or its related entities at all times retains legal and beneficial ownership of the vehicle and does not pass to you. You must keep the vehicle as a fiduciary agent and bailee for and on behalf of Zoomo.

You must not allow anything to occur which might adversely affect Zoomo's right, title or interest in the vehicle.

This means that:

- (a) you must not create or allow to be created over the vehicle any lien, charge or other security or lend, lease or sell or otherwise part with possession of the vehicle or represent you may do these things (save as expressly authorised by this Agreement or by Zoomo);
- (b) you must not do anything that may cause any insurance of the vehicle that Zoomo has to become void or voidable;
- (c) you must ensure the vehicle is clearly identifiable as belonging to Zoomo and not remove any identifying mark on the vehicle; and
- (d) you must inform Zoomo immediately if you become or are reasonably likely to become subject to any of the events or circumstances set out in clause 15.

## **11. Risk**

Whilst title and legal ownership in the vehicle remains at all times with Zoomo, risk in the vehicle transfers and remains with you from the Start Date and until the Expiry Date of this Agreement or until Zoomo confirms otherwise in writing to you, whichever is the earlier.

## **12. Termination by Either Party**

Except while you are on a Fixed Term, either party may terminate this Agreement by giving the other party seven (7) Business Days' notice in writing, except where this date would be on a date later than the End Date of this Agreement. Except as provided for in the rest of this clause 12, neither party may terminate the Agreement within seven (7) Business Days of the End Date of this Agreement.

You acknowledge that if you choose to terminate this Agreement before the End Date, 100% of your Deposit will be retained by Zoomo as a termination fee.

## **13. Termination by Zoomo**

Zoomo may terminate this Agreement immediately by giving you notice in writing in the following circumstances:

- (a) a Fee remains outstanding for more than seven (7) Business Days from the date on which it falls due; or
  - (b) if you are a natural person, you cease to be of full legal capacity or otherwise become incapable of managing your own affairs for any reason; or
  - (c) if you are a person that is a body corporate, you suffer any of the following insolvency events:
    - (i) an administrator being appointed to the person;
    - (ii) a Controller (as defined in the *Corporations Act*) or analogous person being appointed to the person or any of the person's property;
- (1) an application being made to a court for an order to appoint a Controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; or
  - (2) an appointment of the kind referred to in

- subparagraph 2. being made (whether or not following a resolution or application);
- (iii) the holder of a Security Interest or any agent on its behalf, appointing a Controller or taking possession of any of the person's property (including seizing the person's property within the meaning of section 123 of the *Personal Property Securities Act 2009* (Cth) ("PPSA") or otherwise enforcing or exercising any rights under the Security Interest or Chapter 4 of the PPSA;
- (iv) the person being taken under section 459F(1) of the *Corporations Act* to have failed to comply with a statutory demand;
- (v) an application being made to a court for an order for its winding up;
- (vi) an order being made, or the person passing a resolution, for its winding up;
- (vii) the person:
  - (1) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
  - (2) being unable to pay its debts or otherwise insolvent;
- (viii) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;

- (ix) a court or other authority enforcing any judgement or order against the person for the payment of money or the recovery of any property; or
- (x) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by Zoomo.

If Zoomo terminates this Agreement in accordance with this clause 13, you must immediately return the vehicle to Zoomo in accordance with the instructions given in the notice.

#### **14. Return of the vehicle**

On termination of this Agreement by Zoomo under clauses 12 or 13, Zoomo will set out an Expiry Date in the notice of termination provided to you.

If you terminate this Agreement under clause 12, Zoomo will set out an Expiry Date in our acknowledgement of your termination notice. You are required to give Zoomo seven (7) Business Days notice if you intend to terminate this Agreement and return your vehicle after the Fixed Term. If you do not provide this notice, your return may be subject to additional charges.

On or before the Expiry Date, you must return the vehicle:

- (a) to a designated Zoomo location, on or before the Expiry Date, during operating hours; and
- (b) in the same condition as it was upon taking possession, save that any reasonable and fair wear and tear is accepted.

The vehicle will be deemed returned to the possession of Zoomo when Zoomo or their

authorised representative acknowledges receipt of the vehicle in writing.

Weekly Fees will continue to apply for each week between the date of notification of termination and the Expiry Date, including the week of the Expiry Date or, if you fail to return the vehicle as set out above or as otherwise instructed by Zoomo, the date that the vehicle is returned to Zoomo.

If you do not return the vehicle on the Expiry Date:

- (a) you must pay Zoomo Weekly Fees for each week between the Expiry Date and the date the vehicle is returned, including the week of the Expiry Date;
- (b) after written notice to you and if the location of the vehicle is unknown, Zoomo may report the vehicle as stolen to the Police;
- (c) you must compensate Zoomo for any reasonable costs incurred in recovering the vehicle; and
- (d) you irrevocably grant to Zoomo or its related entities, including its employees, contractors and agents the right to take possession of the vehicle, without demand or notice, wherever the vehicle may be located, without any court order or other process of law, if permitted by applicable law, and you hereby waive any and all damages occasioned by Zoomo or its related entities, including its employees, contractors and agents taking possession of the vehicle including any claim for trespass.

#### **15. Late, Missed or Overdue Payments**

If any Fee is not made for any reason (for example, if there are insufficient funds available in the nominated account), you will incur an administrative fee of \$3. The administrative fee applies for every missed payment where an attempt is made to process a payment and it is returned by the relevant financial institution.

Zoomo, without prejudice to its other rights, reserves the right to charge interest on the amount due and unpaid at the rate of 2.5%

above the Consumer Price Index as at that date on all amounts outstanding. Interest shall accrue on a daily basis on all unpaid sums and will apply from the due date for payment until actual payment is received by Zoomo in full (whether before or after judgement).

Zoomo may also refer the matter to a debt collector or solicitor for collection of fees outstanding and repossession of the vehicle, if applicable, in which case you will be liable to pay to Zoomo all reasonable fees and charges payable in respect of the debt collector's fees (including any commission), costs associated with recovering possession of the vehicle and solicitor's fees on a full indemnity basis.

#### **16. Personal Property Securities Register**

You acknowledge that Zoomo may have, now or in the future, a Security Interest in the vehicle. Zoomo reserves the right to perfect its interest, including by registering its interest in the vehicle on the PPSR, if Zoomo forms the opinion that it is necessary to do so to protect its reasonable commercial interests. In that event, Zoomo may require you to reimburse them the costs of perfection on written notice.

#### **17. Location Sharing**

You consent to share location data with Zoomo. You may revoke this consent via a written request to Zoomo and swapping the vehicle for one that is not GPS-enabled. Zoomo agrees not to share your location data with any third party without your consent or without removing your identity. Your personal data will at all times be governed by the Zoomo Privacy Policy.

#### **18. Authorised Use**

Zoomo authorises you to use the vehicle during the Term for Authorised Business Use and/or Authorised Personal Use, provided that such use must not involve Unauthorised Use.

Authorised Business Use includes commercial delivery services, such as document or food delivery, in accordance with local road rules and legislation.

Authorised Personal Use includes operation of the vehicle on roads in accordance with local road rules and legislation.

Unauthorised Use includes (but is not limited to) any business or personal use involving:

- (a) the operation of the vehicle by any person other than you;
- (b) the carriage of any person in addition to you;
- (c) the towing of another person, vehicle or other object;
- (d) the operation, use or involvement in any way of the vehicle in violation of any laws or for an illegal purpose;
- (e) the riding of the vehicle over 65 km per hour;
- (f) the operation of the vehicle on any other surface other than paved or gazetted roads within metro areas without the written permission of Zoomo;
- (g) any race or competition; and
- (h) the operation of the vehicle outside of reasonable and safe parameters and in any negligent manner.

## **19. Zoomo Warranty**

Zoomo represents that, to the best of its knowledge and belief, the vehicle is supplied to you at the commencement of the Term:

- (a) in sound and safe condition, suitable for Authorised Use; and
- (b) free of any known faults or defects that would affect its safe operation under normal use; and
- (c) in accordance with the manufacturer's standards.

Apart from this and any other warranty or guarantee set out in this Agreement, or which you are entitled to by law, Zoomo excludes all other warranties or guarantees.

## **20. Australian Consumer Law**

Our products and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this agreement impacts your rights under Australian Consumer Law, including your right to a remedy if we fail to meet a consumer guarantee.

## **21. Limitation of Liability**

Where our products and/or services fall within the scope of the Australian Consumer Law, our liability will be limited to the extent permitted under Australian Consumer Law to (at our option) supplying the goods or services again or the cost of replacing the goods or having the services supplied again. We specifically exclude liability for consequential loss, including loss of business profits (except to the extent that any such consequential loss is incurred because of a failure to meet a consumer guarantee under the Australian Consumer Law).

Where our services fall outside the scope of the Australian Consumer Law, we exclude all liability to you to the extent permitted by law (including liability for consequential loss, including loss of business profits) and you hereby waive, release and discharge, on a continuing basis, all claims you have or may have against us relating to the provision of the services, however arising.

However, nothing in this Agreement is intended to exclude our liability for fraud, negligence or wilful misconduct of us, our employees, agents or contractors.

Zoomo shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it promptly notifies the Renter of the Force Majeure event and its expected duration and uses reasonable endeavours to minimise the effects of that event.

## **22. Your Warranties**

You warrant that you:

- (a) are over 21 years of age;

- (b) hold a current Australian and/or international motorcycle licence that is suitable to ride the vehicle type being rented. If at any time your licence is cancelled, you must immediately notify Zoomo and cease operating the vehicle. You acknowledge that Zoomo has no obligation to verify the validity of your licence and that you are responsible for ensuring you are permitted to ride the vehicle in Australia;
- (c) are in a position to drive the vehicle safely in traffic according to the relevant applicable traffic and administrative regulations;
- (d) have experience or minimum knowledge of driving mopeds and are familiar with the operation and safe use of mopeds;
- (e) will only use the vehicle for an Authorised Use;
- (f) will not intentionally damage the vehicle;
- (g) will not seek to have the vehicle modified or repaired by a third party;
- (h) will not paint, draw or apply stickers or decals to the vehicle;
- (i) will be the sole operator of the vehicle at all times;
- (j) will charge the vehicle only with the charger supplied by Zoomo;
- (k) will not use or permit the vehicle to be used for any Unauthorised Use;
- (l) will not use the vehicle while under the influence of alcohol or drugs; and
- (m) will, at all times during the Term while the vehicle is not in use, lock the vehicle using the supplied keys in accordance with all reasonable directions of Zoomo, including as set out in the Safety, Security and Maintenance Guide, as amended from time to time.

You indemnify Zoomo in respect of any loss or damage arising out of any warranty given in this clause 22 being incorrect or any breach of any such warranty and will be solely responsible for all loss and damage so arising, including (but

not limited to) all associated tickets, fines, and fees.

You are responsible for arranging for any necessary toll payments or other similar charges. If you do incur any costs relating to your operation of the vehicle, including any toll fees or fines by law enforcement, you will be charged an administration fee of \$10. This fee will be deducted from the Deposit.

### **23. Responsibility for costs incurred as a result of loss and damage including theft**

You hereby acknowledge that you are liable for:

- (a) the loss of, and all damage to, the vehicle above fair wear and tear during the Term of this Agreement, including as a result of theft of the vehicle or attachments to the vehicle. For the purposes of this Agreement, fair wear and tear is to be determined by Zoomo;
- (b) any costs incurred as a result of the vehicle breaking down or being rendered inoperable due to your negligence or misuse of the vehicle; and
- (c) all damage to any person or the property of any person:
  - (i) which is caused or contributed to by you, including flat tyres; or
  - (ii) which arises from the use of the vehicle by you.

You indemnify Zoomo in respect of any damage caused to any person or the property of any person for the reasons identified in clause 23(c) above.

If the vehicle is lost, stolen or damaged beyond reasonable repair, you will be liable to pay Zoomo \$3,800, being the replacement value of the vehicle, plus any additional costs incurred by Zoomo incidental to the loss or theft of the vehicle ("Loss or Theft Costs"). Such amounts payable are fair and reasonable and constitute a genuine pre-estimate of the losses suffered by Zoomo in the event of the loss, theft or irreparable damage of the vehicle. You agree to



pay such an amount immediately on demand by Zoomo.

In the event of theft of the vehicle, you agree to:

- (a) Create a police report and provide details to Zoomo as soon as reasonably practicable after the vehicle has been stolen;
- (b) Complete our theft form (available from our website) as soon as reasonably practicable after the vehicle has been stolen;
- (c) Return all the accessories (battery, charger, locker, keys, etc) which have not been stolen and are in your possession to the nearest Zoomo location as soon as reasonably practicable after the vehicle has been stolen;
- (d) Provide such reasonable evidence that you locked the vehicle correctly by speaking with our Zoomo staff at the nearest Zoomo location.

In the event of loss or damage to the vehicle or other loss or damage arising in connection with the use of the vehicle other than as a result of theft of the vehicle, you must:

- (a) Promptly report the incident in writing to Zoomo and provide Zoomo with details of the incident including:
- (b) an accurate description of the incident
  - (i) e.g. state lost or damaged and the location;
  - (ii) name, address and licence number, of any other person involved;
  - (iii) registration of any other vehicles involved;
  - (iv) names and station of any police officers involved; and
  - (v) any other information reasonably requested by Zoomo; and
- (c) return all parts of the vehicle which have not been lost or damaged (battery, charger, locker, keys, etc) to the nearest Zoomo location.

You accept that GPS device services are necessary in order to protect our vehicles against theft and enhance recovery. Zoomo may request you to attend your nearest Zoomo location for a GPS device service. Any location data and your personal data will at all times be governed by the Zoomo Privacy Policy.

#### **24. Insurance**

During the Term, Zoomo will provide a compulsory third party ("CTP") insurance policy from a licensed insurance company which provides coverage for third party property damage and personal injury caused by the vehicle. The cost of this insurance is contained within the rental price.

You acknowledge that you will be liable to pay an excess in the amount of \$2000 (or as amended from time to time) should the need for insurance be triggered due to any incident which causes damage to any property or person. If any person other than you causes an incident while riding the vehicle (which is not permitted) that causes damage to any property or person, you will be liable to pay the following excess amounts:

- (a) \$3000 if the rider is above the age of 25; or
- (b) \$3500 if the rider is below the age of 25.

Any damage caused to the vehicle by a third party or force of nature whilst the vehicle is in your care shall be your sole responsibility. You agree to compensate Zoomo as required for damage caused if for any reason the insurance policy provided is not used or is unable to be provided.

To assist with the making of any insurance claim, if you are involved in an accident, you agree to provide us with the following information as soon as possible:

- (a) details, circumstance, and location of the incident (time, address, relevant details of the accident);
- (b) relevant information regarding any vehicles or third parties involved (e.g.,

- licence plate, names, phone number, and driver's licence number of any persons involved, VIN, make and model, vehicle colour);
- (c) insurance details of all parties involved (e.g., policy number, name, insurance provider);
- (d) witness contact information (e.g., name, address, phone number);
- (e) insurance information of your personal motor vehicle policy, if applicable;
- (f) photographs of any damage to the vehicle or of other vehicles involved; and
- (g) a copy of the police report for the incident, if any.

## **25. Reduction of Loss or Theft Costs**

On entering into this Agreement, you may have the opportunity to limit your liability for the payment of Loss or Theft Costs by way of entering into a Loss or Theft Plan (separate terms and conditions will apply).

Under a Loss or Theft Plan, your liability for payment of Loss or Theft Costs will be limited in accordance with the plan you have chosen, as long as you are not otherwise in breach of this Agreement and providing you are no more than 1 week in arrears with payment of Weekly Fees.

For clarity the Loss or Theft Plan only covers circumstances where the vehicle is lost or stolen. It does not cover any loss or damage to the vehicle as a result of, for example, an accident, weather damage or tipping the vehicle.

## **26. Maintenance, Security and Safety**

You hereby agree to comply with the following during the Term:

- (a) maintain the vehicle to the same standard in which the vehicle is supplied to you in (including by complying with all additional servicing

- or repairs recommended by Zoomo at any service);
- (b) complete the safety and maintenance checks outlined in the Zoomo Safety, Security and Maintenance Guide;
- (c)
- (d) comply with all applicable transport laws;
- (e) wear a helmet at all times when operating the vehicle;
- (f) not to park the vehicle in any unauthorised or forbidden locations. This includes any blocked areas that are inaccessible to the public and any areas subject to parking restrictions for specific days or times or for particular vehicles;
- (g) when parking, park the vehicle in an upright position using the kickstand, perpendicular to the curb with the vehicle's back wheel adjacent to the curb;
- (h) without the express written consent of Zoomo, not operate the vehicle on any surface other than paved or gazetted roads within the Permitted Area; and
- (i) check the tyre pressure every seven (7) days to ensure they are inflated to the correct PSI, being 32PSI for the front tyre and 34PSI for the rear tyre;
- (j) in the case of a battery malfunctioning, (i.e. if the battery is submerged in water, the battery case is defect (bloated) or liquid is coming out), you will immediately isolate the battery and inform Zoomo;
- (k) you will make sure to handle the battery with care at all times, particularly when transport the battery for charging purposes;;
- (l) once removed from the vehicle, you will not drop the battery and will ensure it is stored and kept out of direct sunlight;
- (m) attend at a nominated Zoomo location with the vehicle for the vehicle to be serviced every 1500km travelled. You are to make a booking for the service with Zoomo prior to arrival;

- (n) attend at a nominated Zoomo location with the vehicle as directed by Zoomo for a service within seven (7) days of being requested to by Zoomo. You are to make a booking for the service with Zoomo prior to arrival;
- (o) refrain from servicing or causing the vehicle to be serviced otherwise than at a designated Zoomo location.

Regular servicing as set out above is necessary for Zoomo to ensure the continued safety of the vehicle. It is critical to your ongoing use of the vehicle that you attend scheduled services as set out above. If you fail to attend a scheduled service as required, any damage caused to the vehicle for every kilometre travelled over 1500km since the vehicle's last service will be charged to you. If you do not make payment of these outstanding charges within 48 hours, you will be charged a late fee of \$250 which may be deducted from your Deposit.

Standard services are provided at no cost to you during the Term, however if Zoomo or their representative identifies any damage requiring repair (apart from fair wear and tear), including (but not limited to) a flat battery, flat or punctured tyre, lost keys to Locks or other accidental damage, you will be responsible to pay for such repairs, unless the cost of these repairs is covered by your Plan. Refer to Zoomo's website ([www.ridezomo.com](http://www.ridezomo.com)) for current scope of the standard services provided by Zoomo and pricing which may be updated by Zoomo from time to time. Any changes made will feature on this webpage, and it is your responsibility to check it regularly, so you are always aware of the latest services and pricing.

Zoomo is committed to organising additional services if they become aware of any potential issues or faults with the vehicle. Accordingly, it is critical to your ongoing use of the vehicle that you attend unscheduled services as directed by Zoomo.

The vehicle is an electric vehicle that requires periodic charging of its battery in order to operate. While Zoomo aims to ensure the

vehicle is charged when conducting a service, it is your responsibility to make sure prior to initiating a ride that the vehicle has adequate electric charge for the expected duration of the ride. You agree to use and operate the vehicle safely and prudently in light of the vehicle being an electric vehicle.

The late fees set out in this clause 26 have been designed to protect the interests of both parties in the continued safety of the vehicle and riders.

## **27. Roadside assistance**

During the Term, Zoomo will provide limited roadside assistance services to you. The terms of the roadside assistance are as follows:

- (a) free roadside assistance will be available to you between Monday to Friday from 9am to 5pm, inclusive;
- (b) roadside assistance will only be provided free of charge in circumstances where the vehicle has broken down in the normal course of use and if the vehicle has been subject to normal wear and tear;
- (c) roadside assistance will only be available in the Sydney metro area on gazetted roads;
- (d) once roadside assistance is requested via your account on the MyZoomo application, Zoomo will use its best endeavours to reach you as soon as we are able; and
- (e) if the vehicle has broken down yet remains in a roadworthy condition and is able to be ridden safely, you agree to return the vehicle to a Zoomo location as soon as possible.

For the avoidance of doubt, the free roadside assistance offered by Zoomo does not include the treatment or repair of flat tyres. Zoomo can assist in picking up the vehicle and delivering it to Zoomo for repairs in the case of a flat tyre. A fee of \$100 will be charged to you for such assistance.

Outside of the terms contained within this clause 27, Zoomo will meet any reasonable requests for roadside assistance at your expense, for an agreed upon price.

## **28. Notice**

When a notice must be provided in writing by Zoomo to you or you to Zoomo, it may be provided by letter, email, SMS or via our app.

We may send notices to you at your last known home or email address, telephone number or other contact details.

You must send notices by email to our customer service team at [hello@ridezoomo.com](mailto:hello@ridezoomo.com) or contact Zoomo by accessing the website ([www.ridezoomo.com](http://www.ridezoomo.com)).

Unless specifically stated otherwise in this Agreement, any notice given by Zoomo to you or you to Zoomo will be deemed given and received if:

- (a) delivered by hand to the recipient's last known home or work address, at the time of delivery;
- (b) sent by first class post on a Business Day, the next Business Day or second Business Day after posting if not sent on a Business Day;
- (c) sent by email or via the app on a Business Day before 4pm, one hour after sending; and
- (d) sent by email at any other time, 9:00 am on the next Business Day.

## **29. Dispute Resolution**

If a complaint or dispute arises out of or in connection with this Agreement or its performance, validity or enforceability (a "Dispute") then, except as specifically stated otherwise in this Agreement, the parties shall follow the procedure set out in this clause 29.

If either party wishes to raise a Dispute, then they must notify the other party in writing as soon as possible. The notification should include details of the Dispute, the outcome the party desires, and any actions that they believe will settle the Dispute.

Once notification of a Dispute has been received, the parties shall attempt to resolve the Dispute in good faith.

If the parties are, for any reason, unable to resolve the Dispute within 20 Business Days of the receipt of the notice, then the Dispute shall be referred to a formal mediation process. The parties must agree on the selection of a mediator or, where agreement cannot be reached, refer the Dispute for mediation to a mediator appointed by the Chair of Resolution Institute.

No party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute (except where they seek urgent interlocutory relief) until it has attempted to settle the Dispute by mediation and either:

- (a) the mediation has terminated; or
- (b) the other party has failed to participate in the mediation having had reasonable opportunity to do so.

Any court proceedings must be conducted in accordance with clause 33.

All communications made by the parties arising out of this dispute resolution clause are confidential and to the maximum extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

For avoidance of doubt, nothing in this clause 29 prohibits, prevents or delays Zoomo from engaging the services of a debt collector or solicitor to recover overdue amounts.

This clause 29 survives termination of this Agreement.

## **30. Assignment**

You may elect to assign your rights and obligations under this Agreement to another person, subject to Zoomo's written approval. Such approval may be subject to the provision of additional information and conditions. Zoomo's decision on assignment will be final. In the event of an assignment, you must pay all charges up and including the effective date of assignment.

### 31. Relationship of Parties

This is a contract for supply of goods and services and is not intended to create any other relationship between the parties.

### 32. Changes to Terms

This Agreement may only be amended by the mutual agreement of the parties. However we cannot amend the Term so that it is more than 4 months.

### 33. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the State New South Wales within the Commonwealth of Australia. The parties irrevocably agree that the courts of that State and courts of appeal from them, shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

### 34. Definitions

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Authorised Business Use** has the meaning given to it in clause 18.

**Authorised Personal Use** has the meaning given to it in clause 18.

**Business Day** means a day on which banks are open for business in Sydney, New South Wales, other than a Saturday, Sunday or public holiday.

**Consumer Price Index** means the percentage increase in price for a fixed basket of goods and services purchased by the average household in 8 capital cities around Australia for the year to the latest quarter, as determined by the Australian Bureau of Statistics.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**End Date** means the date on which you are required to return possession of the vehicle to Zoomo, should this Agreement continue for its full Term.

**Expiry Date** means the day on which this Agreement between you and Zoomo ends, either when the Term of this Agreement expires (the End Date) or if terminated earlier under clauses 12 or 13, the date notified to you by Zoomo under clause 14.

**Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay and any consequences related to Covid or any pandemic or epidemic and any government restrictions to which a party is subject is not Force Majeure.

**Order Confirmation** means the order confirmation that you receive from us after placing your order for a vehicle.

**Permitted Area** means a 50km radius from Alexandria, Sydney NSW 2015.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**PPSR** means the Personal Properties Securities Register, given effect by the PPSA.

**Safety, Security and Maintenance Guide** means the Zoomo's Safety, Security and Maintenance Guide that will be given to you on your initial collection of the vehicle from Zoomo.

**Security Interest** has the same meaning given to it in the PPSA.

**Start Date** has the meaning given to it in clause 1.

**Term** means the period between the Start Date and the Expiry Date of this Agreement, which shall not exceed four months.

**Unauthorised Use** has the meaning given to it in clause 18.

**Vehicle** has the meaning given to it in clause 3.

**Weekly Fees** means the weekly rental fees payable by you to Zoomo.

### 35. Interpretation

In this Agreement the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

- (a) Headings and subheadings are for convenience only and do not affect the interpretation of this Agreement.
- (b) References to clauses, schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the schedules, annexures, appendices, attachments and exhibits to, this Agreement.
- (c) References to parties are references to the parties to this Agreement.
- (d) References to a party to any Agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives.

- (e) Words denoting the singular include the plural and words denoting the plural include the singular.
- (f) Words denoting any gender include all genders.
- (g) The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.
- (h) A reference to any Agreement or document (including this Agreement) includes any amendments to or replacements of that document.
- (i) A reference to a law includes:
  - (i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
  - (ii) any constitutional provision, treaty or decree;
  - (iii) any judgement;
  - (iv) any rule or principle of common law or equity, and is a reference to that law as amended, consolidated, reenacted, replaced or applied to new or different facts.
- (j) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or this Agreement.
- (k) A reference to time is a reference to the time in Sydney, Australia unless otherwise specified.
- (l) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (m) If any act is required to be performed under this Agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day.
- (n) If any act is required to be performed under this Agreement on or by a

specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.

- (o) A reference to an amount of dollars, Australian dollars, \$ or A\$ is a reference to the lawful currency of the Commonwealth of Australia, unless the amount is specifically denominated in another currency.
- (p) Specifying anything in this Agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.
- (q) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.