

Spyder Ryder Australia Pty Ltd Rental Agreement

1. INTERPRETING YOUR RENTAL AGREEMENT

The Rental Agreement ("Rental Agreement") between Spyder Ryder Australia Pty Ltd and You is made on the date shown on the Rental Document You have signed in respect of the Vehicle ("Rental Document"), and is made up of that Rental Document and these Terms and Conditions.

In these Terms and Conditions:

"Authorised Driver" means: The driver who signs the rental document only, no other drivers are authorized to operate the vehicle;

"Spyder Ryder" means Spyder Ryder Australia Pty Ltd ABN 62 137 621 026

"Rental Period" means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to Spyder Ryder;

"Vehicle" means the Can-Am Spyder Roadster, and includes its parts, components, accessories and contents supplied by Spyder Ryder;

"You" or **"Your"** refers to the person(s) with whom the Rental Agreement is made;

"Drive" or **"Ride"** refers to the control and operation of the Vehicle.

2. DRIVER

You agree and acknowledge that:

- (a) only You will drive the Vehicle;
- (b) You are currently licensed to drive the Vehicle.
- (c) You are over the age of 25 years.
- (d) You will provide to Spyder Ryder your licence in English or an international driver's license if the original is not in English.
- (e) You will provide a declaration confirming that you have suitable experience and are capable of operating the Vehicle.
- (f) You will provide Spyder Ryder three forms of identification prior to the hiring of the Vehicle;
- (i) including at least one form of current and valid photographic identification, and;
- (ii) at least one showing the your current residential address.

2. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

2.1 You must only use the Vehicle on a road which is properly formed and constructed as a sealed, or metalled road.

2.2 You must not, drive or take the Vehicle on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete). No Vehicle may be used on off road conditions. Off road conditions include but not is limited to fire trails, beaches, sand, tracks, fields or paddocks, through streams, dams, rivers or flood waters.

3. USE OF THE VEHICLE

3.1 You must not:

- (a) allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
- (b) allow the Vehicle to be used to tow or push anything;
- (c) carry more passengers than may be properly accommodated by the Vehicle, or carry a greater load than that for which it was built;
- (d) be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
- (e) allow the Vehicle to be used to carry passengers for payment of any kind;
- (f) use the Vehicle when it is damaged or unsafe;
- (g) use the Vehicle to transport goods, except personal belongings which fit in the Vehicles storage compartments and are within the load capacity of the vehicle;
- (h) use the Vehicle to carry any flammable substance or any other explosive or corrosive substances; and
- (i) use the Vehicle in contravention of any law.

3.2 You must pay for any unauthorised repairs to the Vehicle and for all parking and traffic infringements in respect of the Vehicle during the Rental Period.

4. MAINTENANCE, SECURITY AND SAFETY

4.1 You must:

- (a) maintain all of the Vehicle's engine oils and engine coolant levels to the manufacturer's specifications as set out in the Vehicle's operations manual located in the glove box;
- (b) keep the Vehicle locked and the keys under Your personal control at all times; and
- (c) comply with any applicable safety laws.

4.2 You must not have repairs to the Vehicle carried out unless Spyder Ryder authorises You to do so. Spyder Ryder requires verification of the cost of repairs for audit and GST purposes. You should obtain an original tax invoice/receipt to assist Spyder Ryder. Spyder Ryder will reimburse You for any repairs to the Vehicle authorised by it, provided that the cost of those repairs is verified. To the extent that Spyder Ryder cannot verify the cost of repairs, Spyder Ryder will not reimburse You.

5. RETURN OF VEHICLE

5.1 You must return the Vehicle to Spyder Ryder:

- (a) to the place, on the date and by the time shown on the Rental Document, if You return the Vehicle later than the time shown on the Rental Document, You must pay all additional rental charges.
- (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.

5.2 We must be notified and agree to any extension of the period of hire, a minimum of 12 hours in advance of the Return Date. If You fail to return the Vehicle to Us by the Return Date & Time, the Vehicle will be immediately reported to the Police as having been stolen.

5.3 If You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document, You must pay Spyder Ryder the standard rate for the Vehicle for the Rental Period.

5.4 Spyder Ryder may request the immediate return of the Vehicle, or Spyder Ryder may re-take the Vehicle without notice, if Spyder Ryder reasonably suspects that:

- (a) You have breached a term or condition of the Rental Agreement;
- (b) damage to the Vehicle, or injury to persons or property is likely to occur; or
- (c) the Vehicle will be involved in an industrial dispute; and You must also pay Spyder Ryder any cost it incurs as well as all costs and charges under the Rental Agreement for the period up to return/repossession of the Vehicle.

6. DAMAGE AND LOSS OF PROPERTY

6.1 You are liable for the loss of, and all damage to, the Vehicle; and all damage to the property of any person:

- (i) which is caused or contributed to by You; or
- (ii) which arises from the use of the Vehicle by You.

6.2 You must always pay:

- (a) the excess, being \$2,000 for accidental damage for each and every claim, if there is damage to the Vehicle or if there is damage to the property of any third party;
- (b) the excess, being \$5,000 for theft
- (b) the cost of rectifying any tyre damage or drive belt damage not attributable to normal wear and tear;
- (c) the cost of repairing any damage caused deliberately or recklessly by:
 - (i) You;
 - (ii) any other driver of the Vehicle; or
 - (iii) any passenger carried during the Rental Period;
- (d) the cost of repairing any damage to the Vehicle or to third party property caused by You using, or permitting the Vehicle to be used, in any area prohibited by the Rental Agreement;
- (e) the cost of repairing any water damage to the Vehicle or any underbody damage, and any resulting damage from that underbody damage, to the Vehicle.

6.3 For the purposes of this clause, the amount You must pay for any damage or repair may be reasonably determined by Spyder Ryder and includes:

- (a) the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the loss or damage, whichever is the lesser;
- (b) appraisal fees;
- (c) towing, storage and recovery costs;
- (d) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities; and

(e) a per day loss of use fee based on the estimated downtime of the Vehicle. If the amount determined by Spyder Ryder and paid by You under this clause 8.4 exceeds the final cost of the damage or repair, Spyder Ryder will refund the difference to You.

7. LIABILITY OF SPYDER RYDER

7.1 Unless it is negligent, Spyder Ryder is not liable to any person, and You indemnify Spyder Ryder, for any loss of, or damage to, any property:

- (a) stolen from the Vehicle or otherwise lost during the rental; or
- (b) left in the Vehicle after its return to Spyder Ryder.

7.2 Neither clause 7.1 nor any other provision of the Rental Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which You may have under the Trade Practices Act 1974 (Cth) ("the TPA") or any other State or Territory legislation to the same effect.

8. CLAIMS AND PROCEEDINGS

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

- (a) promptly report such incident to the local police;
- (b) promptly report such incident to Spyder Ryder;
- (c) not, without Spyder Ryder' written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (d) permit Spyder Ryder or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name;
- (e) permit or ensure that Spyder Ryder may claim in Your name or any applicable Substitute Insurance, and assist, Spyder Ryder in making such a claim, including assigning any right to claim any Insurance to Spyder Ryder;
- (f) complete and furnish to Spyder Ryder within a reasonable time any statement, information or assistance which Spyder Ryder or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

9. PAYMENT

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

- (a) all charges specified on the Rental Document and all charges payable under the Rental Agreement;
- (b) any amount paid or payable by Spyder Ryder or You to any person arising out of Your use of the Vehicle or imposed on You or Spyder Ryder by any governmental or other competent authority (such as speeding, parking and traffic fines); and
- (c) any amount for which You are liable to Spyder Ryder under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise.
- (d) Where You fail to return any of the items described in the Rental Agreement in good condition - the cost to Us of replacing same.

9.2 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to one day's rental at the "daily rate".

9.3 You authorise Spyder Ryder to charge all moneys payable to Spyder Ryder under the Rental Agreement to Your credit card or charge account.

9.4 Spyder Ryder will pay any refund due to You by such method as Spyder Ryder may reasonably choose.

9.5 If You fail to make full payment of any charge due to Spyder Ryder, You agree to pay Spyder Ryder:

- (a) Interest on all outstanding charges at a rate of 10% per annum. Payments received will be credited firstly against any accrued but unpaid interest;
- (b) Spyder Ryder's costs of recovering or attempting to recover from You outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis;
- (c) We shall be entitled to list Your payment default/s with any relevant credit reference organisations, which You acknowledge may affect Your credit rating.

10. TERMINATION

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

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

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