

Ride Club

Vehicle Membership Lease Agreement

The Lessor: Ride Club Australia Ltd

And

The Lessee: YOU

Date: [Date] (Date as at first payment)

Notice to Lessee:

By joining Ride Club you become a member who accepts personal responsibility as a Lessee of the Motorcycle you ride inline with the terms & conditions outlined in this document.

Do not sign the membership lease agreement without reading it.

Summary:

- Joining fee payments are non-refundable
- Motorcycle Pick up and Return Location's as managed by the Ride Club phone App
- You are responsible for returning the vehicle to the agreed location in good working order
- You are liable for any damage & expense caused to the Motorcycle &/or any 3rd party from negligence and/or recklessness

- The motorcycle is considered under “Lease” when you scan the bike into your ride club phone app via the QR code on the motorcycle.
- End your Lease by returning the vehicle and logging it off via the ride club app.
- Theft, Fire, and Damage are your liability & full responsibility whilst the motorcycle is assigned to you via the ride club phone app. Unless optional extra cover has been purchased.

Contents

1. Definitions
2. Interpretation
3. Lessee's warranties for authority
4. Lessor's warranties
5. Lease
6. Payment & accounts
7. The Security Deposit
8. Delivery and possession
9. Lessee's obligations
10. Insurance
11. Taxes and permits
12. Buy out of Lease
13. The Guarantor
14. Disclaimers and limitation of liability
15. Default by the Lessee and termination
16. Consequences of termination
17. Assignment
18. Indemnity
19. Miscellaneous matters

Schedule 1: The Vehicle

Schedule 2: The Lease Rentals

This agreement is dated: [date] (Date of First Payment)

The Lessor is: Ride Club Australia Ltd

The Lessee is: [name] (YOU) As completed in the joining form

Of [address]

The Guarantor is: [name]] (YOU) As completed in the joining form

Of [address]

It is now agreed as follows:

1. Definitions

These definitions apply unless the context requires a different interpretation:

"Entire Lease Period"	Meaning the Initial Lease Period together with any Subsequent Lease Period or period during which the Lessee is holding over.
"Initial Lease Period"	means a period of [1minute] from the date of this Lease & the ride club phone app being activated.
"Lease"	means the lease set up by the membership subscription for ride club.
"Lease Upgrades"	means the amounts by way of lease for the use of the Vehicle payable by the Lessee to the Lessor in the amounts and on the dates mentioned in Schedule 2.
"Security Deposit"	means the sum paid by the Lessee to the Lessor as a deposit against any breach by the Lessee of any provision of this Lease.
"Start Date"	means the start date of this Lease.
"Subsequent Lease Period"	means any period after the expiry of the Initial Lease Period.

"Total Loss"	means total destruction or permanent damage to the Vehicle which renders it totally unusable and such that the cost of repair is not less than 85 % of the cost of new vehicle of a similar type.
"Vehicle"	means the subject matter of this Lease as fully described in Schedule 1.
"Lessee"	The name of the person who completed the joining form via the ride club website and/or app.
"Date of First Payment"	The date on which the Lessee first applied and processed payment. Unless otherwise stated is the Lessee
"Guarantor"	
"Date of Collection"	Is the date the lease officially begins. This date is the date the bike is made available for the Lessee regardless of whether the Lessee collects on this date. Once the bike is allocated as available for the Lessee the lease begins. <i>"Note there is no refund for the Lessee being late to collect the bike once its made available.</i>
"Point of Collection"	<i>As managed by the Ride Club phone app. The point the motorcycle is collected from is also the point the motorcycle is to be returned, Or any official ride club "point of collection" as shown on the ride club phone app.</i>

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. a reference to a person or party includes reference to that person's successors, legal representatives, permitted assignees and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.3. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.4. all money sums mentioned in this Lease are calculated net of GST, which will be charged when payment is due and so far as the law requires.

3. Lessee's warranties for authority

The Lessee warrants that:

- 3.1. They have all necessary authority to enter into this Lease;
- 3.2. They have no reason to doubt the ability of the Lessee to pay all sums due under this Lease as they become due for payment.
- 3.3. No person, nor governmental authority, has any right or claim which could prevent the Lessee at any time, from complying with the terms of this Lease.
- 3.4. Is responsible for the vehicle at all times including 3rd party liability, accidental damage &/or theft for any reason including accidental and/or recklessness.

4. Lessor's warranties

The Lessor warrants that:

- 4.1. They are considered for the sake of responsibility the owner of the Vehicle whilst it is in their possession.

- 4.2. there is no right of any third party which could prevent or prejudice the use of the Vehicle;
- 4.3. he is aware of no contractual obligation or legal right which could prevent him from entering into this Lease.
- 4.4. They are responsible for the safety and good working order of the vehicle assigned to him.

5. Lease

- 5.1. This Lease commences on [date of collection].
- 5.2. The Lease Period is (Flexible)
- 5.3. This Lease shall continue in full force and effect until the obligations of the Lessee for payment of Lease Rentals have been fully discharged & the vehicle has been discharged by scanning the bike in to a ride club collection point.
- 5.4. By this Lease the Lessor lets and the Lessee takes possession of the Vehicle for the Initial Lease Period at the agreed "Point of Collection" and subject to the terms and provisions set out in this Lease.
- 5.5. The Lessee agrees that the Vehicle complies with the description given in Schedule 1, is in useable condition and is fit for the Lessee's purpose. As outlined on the ride club app.
- 5.6. The Lessee agrees to pay the Lease Rentals in advance in the sums and on the dates set out in Schedule 2.
- 5.7. The Lessee recognises that the Vehicle is acquired by the Lessor only for the purpose of leasing it and the Lessor has made no representation or warranty concerning the condition or performance of the Vehicle
- 5.8. Unlimited KMs
- 5.9. Registration remains in Lessor's (Ride Club Australia Ltd) name and is paid by Lessor (Ride Club Australia Ltd)

6. Payment and accounts

Payment for the membership to Lease is broken into two lines. One to join the lease program. The "Joining fee" and then the on going cost the lease the motorcycle by remaining as a paid and active ride club member. The joining fee is a non-refundable payment.

- 6.1. All payments to be made by the Lessee under this Lease shall be made in full, without any set-off or counterclaim.
- 6.2. If any sum payable shall not be paid when due, the Lessee shall pay to the Lessor interest on it, calculated and cumulated on monthly basis from the due date until payment, at the rate of [3] % per month.
- 6.3. The vehicle is valued at the replacement cost as valued by redbook
- 6.4. Late fee of \$25 or Bounce fee of \$25
- 6.5. Infringement processing fee of \$125
- 6.6. Excess on the vehicle damage reduction to \$350 (Optional) \$11/week (Limited to the leased vehicle not 3rd party vehicles) (Subject to change)
- 6.7. 3rd Party excess reduction to \$500 is \$9/week (Otherwise excess is \$5,000) (Subject to change)
- 6.8. Theft excess reduction to \$350 is \$9/week (Subject to change)
- 6.9. Full reduction packaging including theft, 3rd party, Vehicle \$19/week (Subject to change)

7. The Security Deposit

- 7.1. There is no security deposit paid. The Lessee confirms he/she has the means to pay any damage, fines, or additional fee's and therefor the Lessor has waived the need for a a Security Deposit unless otherwise stated in email.

- 7.2. credit card on file will be used in event of any further expenses.(Unless otherwise noted on email or SMS). Lessee allows Ride Club Australia Ltd to hold the card on file.

8. Delivery and possession

- 8.1. Immediately upon delivery of Vehicle, the Lessee shall fully examine it and shall satisfy himself that it is of required specification, in good order and in safe, clean and usable condition.

9. Lessee's obligations

- 9.1. During the Entire Lease Period, the Lessee shall:
- 9.1.1 not move the Vehicle outside the limits of Australia without obtaining written permission from the Lessor.
 - 9.1.2 ensure that the Vehicle is operated only by properly trained and licensed rider and shall follow the operating manual provided by the Manufacturer.
 - 9.1.3 keep the Vehicle in a good condition and working order, with all necessary accessories, equipment and tools, to the satisfaction of the Lessor. Including on going service schedule.
 - 9.1.4 not affix plates or other markings nor remove or alter any such identification or registration marks placed upon the Vehicle.
 - 9.1.5 be responsible for payment of all operating costs of the Vehicle.
 - 9.1.6 be responsible for any fines including but not limited to parking charges or traffic fines related to the use of the Vehicle.
 - 9.1.7 pay Lessor's processing fee to cover its time in dealing with any fines or charges, unless the Lessee is able to show that no loss or damage has occurred or if incurred, is significantly lower than the processing fee. Plus any sur charges from the lease agreement for such fines.
 - 9.1.8 keep and maintain accurate records of all maintenance and services carried out to the Vehicle.

- 9.1.9 not pledge, sell, sub-let or create any interest in the Vehicle in favour of any person nor create any charge or lien over it.
- 9.1.10 obtain and maintain throughout the Entire Lease Period, all licences to run the Vehicle to ensure compliance with the statutory and regulatory requirements.
- 9.1.11 Hold responsibility for safe riding and any 3rd party liability that comes from but not limited to crashing, road use, parking or any other use of the bike.
- 9.2. If the Total Loss occurs, the Lessee shall immediately notify the Lessor. The Lessor may then choose either that the Lessee shall immediately make good such damage or that the Lessee shall assign to the Lessor all the Lessee's rights, benefits and claims under the relevant policy of insurance.
- 9.3. The Lessor is entitled to inspection at any time and shall have the right to observe the Vehicle in operation and to see any document relating to the Vehicle in hard and soft copy.
- 9.4. If the inspection reveals any material defect in the Vehicle, the Lessee shall be responsible to make good that defect within [3] days after completion of the inspection.
- 9.5. Road tolls to be paid by the lessee. Approval for the Lessor to debit the lessee's payment method automatically.

10. Insurance

- 10.1. The Lessor offers the Lessee insurance via its 3rd party provider. Any excess reduction offer is to be paid separately.
- 10.2. The Lessee shall ensure that the name of the Lessor is endorsed on the insurance policy.
- 10.3. Lessee acknowledges any breach including unlicensed, reckless riding, accidental or intentional incident, accident or infringement breaches the insurance protection.'
- 10.4. Lessee is responsible for theft of the vehicle unless the option theft excess is paid.as

11. Taxes and permits

- 11.1. At any time during the Entire Lease Period, the Lessor has a right to inspect the Vehicle

12. Buyout of Vehicle

- 12.1 The vehicle is not for sale.

13. The Guarantor

The Guarantor agrees:

- 13.1. that his obligations are made to the Lessor for the time being and to each of his successors in title without the need for any express assignment or novation.
- 13.2. that any variation to the terms of this Lease by agreement between the Lessor and the Lessee does not affect the obligations of the Guarantor.
- 13.3. to indemnify the Lessor against all losses incurred as a result of any failure by the Lessee to comply with the terms of this Lease, throughout the Entire Lease Period. Even if the Lessor gives the Lessee extra time to comply with any obligation in this Lease, or does not insist upon his strict terms, this covenant remains fully effective.
- 13.4. to make payment under this indemnity to the Lessor of such sum as is due by the Lessee but unpaid [7] days after having been demanded by the Lessor.
- 13.5. to use his best endeavours to make good any other default by the Lessee immediately the Lessor informs him of it.
- 13.6. The Guarantor shall be liable for all expense relating to the Vehicle which arises after the termination of the Lease as a result of the Lease having ended by default of the Lessee.
- 13.7. The guarantor acknowledges all costs associated with recovery of vehicle or money owed will be invoiced from the lessor to the guarantor.

- 13.8. Approval is granted for the Lessor to contact emergency contact and any other contact associated to the Lessee including workplace, including for the sake of vehicle recovery, debt collecting or event of emergency.

14. Disclaimers and limitation of liability

- 14.1. Conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.
- 14.2. The Lessor does not make any representation or warranty concerning;
- 14.2.1 any damages caused by a defect that may be present or may arise at the time of delivery of the Vehicle or during the lease period.
 - 14.2.2 repairs to the Vehicle and replacements of parts for wear & tear or accidental damage.
- 14.3. The Lessor shall not be liable to the Lessee for any loss or expense which:
- 14.3.1 is indirect or consequential loss; or
 - 14.3.2 occurs, as a result of the Vehicle having been repaired or serviced by someone not authorised by the Lessor to provide that service;
 - 14.3.3 the Vehicle has been used by an incompetent driver or any other person not authorised by the Lessor.
 - 14.3.4 A delay in the vehicle being rideable.
- 14.4. This paragraph (and any other paragraph which excludes or restricts the liability of the Lessor) applies to the Lessor's directors, officers, employees, subcontractors, agents and affiliated companies as well as to the Lessor itself.

15. Default by the Lessee and termination

- 15.1. At any time during Entire Lease Period, this Lease may be terminated on one day notice by either party except in the occurrence of an Event of Default where the vehicle is immediately recoverable & terminated if the Lessor chooses so.

- 15.2. There shall be an "Event of Default" if:
- 15.2.1 in the opinion of the Lessor, any representation or warranty made by the Lessee is found to be incorrect; or
 - 15.2.2 the Lease payments remain outstanding for a period of more than seven days from the due date of payment as mentioned in Schedule 2; or
 - 15.2.3 the Vehicle is lost or damaged beyond repair;
 - 15.2.4 the Lessee itself uses or allow to use the Vehicle which is illegal or beyond the scope of this Lease; or
 - 15.2.5 the Lessee makes an arrangement for the benefit of its creditors; or
 - 15.2.6 the Lessee is declared bankrupt or insolvent; or has taken or suffered any action for its organisation, liquidation, winding up or dissolution; or had a receiver or liquidator appointed for all or any part of its assets or business unless an application has been made under the Treasury Laws Amendment (2017 Enterprise Incentive No.2) Act 2017.
- 15.3. Each Event of Default is severable and independent from any other Event of Default and shall not be limited by reference to another Event of Default.
- 15.4. When an Event of Default occurs:
- 15.4.1 this Lease & membership terminates automatically;
 - 15.4.2 the Lessee must inform the Lessor immediately;
 - 15.4.3 the Lessor may make whatever arrangements it decides in order to re-take possession of the Vehicle;
 - 15.4.4 every expense of the Lessor arising from the Event of Default shall be a debt due to him by the Lessee.

16. Consequences of termination

When this Lease terminates, whether or not by expiry of the Entire Lease Period:

- 16.1. the Lessee shall pay all arrears of Lease Rentals;

- 16.2. if the Lessee or the Guarantor is prevented by law from delivering the Vehicle to the Lessor, or if the Lessor so decides in any event, the Lessor may collect the Vehicle. If it does so, all cost in connection with its taking possession, transporting and storing the Vehicle shall be a debt due by the Lessee.
- 16.3. all obligations of the Guarantor remain unaffected.
- 16.4. so long as the Vehicle is not in the physical possession of the Lessor, it shall remain in the possession of the Lessee as bailee.
- 16.5. the Lessee shall pay all expenses and costs incurred by the Lessor in retaking possession of and selling or attempting to sell the Vehicle and/or enforcing its rights under this agreement.
- 16.6. all costs of restoring the Vehicle to the condition in which the manufacturer would expect it to be, having regard to its age and usage, and assuming it had been fully maintained, shall be a debt due by the Lessee to the Lessor.
- 16.7. if any debt remains due to the Lessor, it may realise the Security Deposit or charge the Lessee's card. An account shall be taken and any balance due to the Lessee shall be paid to him immediately.

17. Assignment

- 17.1. This Lease shall be binding upon successors, permitted assignees and transferees of either party.
- 17.2. The Lessee shall not assign any of its rights or obligations without the prior written approval of the Lessor [which may be withheld without giving a reason].
- 17.3. The Lessor agrees that during the Entire Lease Period, it shall not sell or transfer the Vehicle to any party.

18. Indemnity

Lessee agrees to indemnify the Lessor against all costs, claims and expense arising directly or indirectly from:

- 18.1. his failure to comply with the law, including the re-imbusement of any fine;
- 18.2. his breach of this agreement;
- 18.3. any act, neglect or default by any agent, employee, licensee of the Lessee;
- 18.4. a contractual claim arising from Lessee's use of the Vehicle;
- 18.5. a contractual claim arising from the Lessee's non payment of the Lease Rentals, Security Deposit or any other payment due under this agreement.
- 18.6. Including loss of income if bike is taken off the road, Loss of income includes the weekly fee and any costs associated with loss of income. The loss of income indemnity is regardless of fault.

19. Miscellaneous matters

- 19.1. No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or its authorised representative.
- 19.2. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.
- 19.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 19.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 19.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 19.6. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.

19.7. Any communication to be served on either party by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

if sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender. *[Take care before agreeing to accept service by e-mail. It may be convenient, but the parties could miss or accidentally delete the message]*

19.8. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

19.9. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.

19.10. In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

19.11. This agreement may be executed in duplicate counterparts each of which shall be considered an original and all or any one of which constitute one and the same instrument.

19.12. The validity, construction and performance of this agreement shall be governed by the laws of the State of [State] and the parties agree that any dispute arising from it shall be litigated only in that State.

Signed by [personal name] the Lessee

And

Signed by [personal name] the Guarantor

Acceptance by payment is considered the agreement signed electronically

Schedule 1: The Vehicle

- Any imperfections on the vehicle to be documented by photograph and submitted via the ride club phone app.

Schedule 2: Membership Fee's

Ride Club memberships are broken into 3 payments. Regardless of if they are bundled into one transaction or not.

1. Joining Fee

Joining fee's are Non-Refundable. Price is subject to change. As set out on your joining form.

2. Weekly Membership Fee; Subscription.

The weekly payment maintains your membership to ride club and is your acceptance of this membership leasing agreement.

3. Options & Upgrades

As set out in your joining form there are various offers to reduce insurance risk and/or increase your membership benefits.

Ride Club give the member freedom to cancel membership with out notice and with out penalty when in accordance with the terms and conditions in this agreement.

Subject to change with out notice.

