

### 1. INTERPRETATION

1.1 The following definitions apply in these terms and conditions (Conditions).

Contract: the Customer's rental of the Equipment from the Supplier.

Customer: the person, firm, company and/or other incorporated entity who rents the Equipment from the Supplier.

Equipment: the bicycle/s, helmet/s, high-visibility vest/s, lock/s and any additional equipment rented to and/or provided to the Customer and any Minors by the Supplier.

Minors: any child or children under the age of 18 who the Customer is renting Equipment for or that are accompanying the Customer at the point of booking and/or riding with the Customer at any time through the rental period.

Supplier: Llevant Carbon Bikes Limited (NZ Company Number: 5657391).

### 2. APPLICATION OF CONDITIONS

2.1 These Conditions will:

- Apply to and be incorporated into the Contract; and
- (Unless the Supplier expressly agrees otherwise) Prevail over any inconsistent terms or conditions contained, or referred to, in any other communication or correspondence between the Customer and Supplier.

### 3. COMMENCEMENT, RENTAL DURATION, BOOKING AND CANCELLATION

3.1 The Equipment to be rented under the Contract shall be provided by the Supplier to the Customer for a fixed period. The period of rental will either be confirmed by the Supplier through the website booking query procedure or as otherwise confirmed by the Supplier by email, phone or booking on the day.

3.2 A rental booking may be cancelled by the Customer at any time prior to the commencement of the rental period by emailing the Supplier at its email address as provided on the Supplier's rental website. However, unless the Supplier agrees otherwise the Customer authorises the Supplier to charge the credit card and take payment for 100% of the anticipated rental charges unless the notice of cancellation of the booking is received by the Supplier more than 3 days before the start of the rental period.

3.3 If the Equipment suffers a puncture or damage and needs to be recovered by the Supplier, then the Supplier reserves the right to charge for the time and costs of recovery.

### 4. SUPPLIER'S OBLIGATIONS

4.1 Following confirmation of the booking by the Supplier, the Supplier shall use all reasonable endeavours to provide the requested Equipment or similar equipment for the agreed rental period.

4.2 The Customer acknowledges that the Supplier may use agents and/or sub-contractors to provide the Equipment and/or provide services in connection with the rental agreement.

### 5. CUSTOMER'S OBLIGATIONS AND WARRANTIES

5.1 The Customer will:

- Keep the Equipment in the condition supplied at the commencement of the rental period and not damage or harm the Equipment in any way (fair wear and tear excepted);
  - Use its best endeavours to protect the Equipment from adverse weather when not in use;
  - Secure the Equipment from theft and/or vandalism when not in use, including but not limited to ensuring that all bicycles are sufficiently chained in a safe location;
  - Operate the Equipment safely and wear a suitable helmet at all times when riding a supplied bicycle;
  - Wear the supplied high-visibility vest at all times when riding a supplied bicycle on a road;
  - Comply with all New Zealand laws in operating the Equipment including without limitation complying with all road safety laws and regulations;
  - Comply with all maintenance and safety directions as advised by the Supplier;
  - Return the Equipment to the Supplier no later than the end of the rental period in the condition as required by these Conditions;
  - Where an electric bicycle is supplied, to disconnect and remove the battery from the bicycle when not in use and to fully charge the battery each night of the rental period (if the rental period is beyond one day);
  - Use all due care, skill and diligence when operating, storing and/or transporting the Equipment;
  - Only use electric bikes on public roads and designated cycle tracks (use on single tracks is not permitted); and
  - Procure that all Minors comply with the above-mentioned obligations and the Conditions;
- 5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (including any Minor), its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer or any Minor arising directly or indirectly from such prevention or delay.

5.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's and/or any Minor's fraud, negligence of the Customer and/or any Minor, and the failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer.

5.4 Notwithstanding any other provision of this Contract, if the Equipment is damaged, lost and/or stolen then the Customer will pay the Supplier the full cost of replacement or repair (in the case of damage that is repairable) of that Equipment (for the avoidance of doubt this includes any Equipment used by a Minor).

5.5 The Customer warrants and acknowledges to the Supplier that:

- It and all Minors have sufficient skill and experience to operate the Equipment;
- It and all Minors do not have any medical condition or impediment that would prevent it and all Minors from operating the Equipment safely;
- The safety of the Customer and any Minors while operating the Equipment is entirely the Customer's responsibility;
- It will notify the Supplier immediately upon any damage occurring to the Equipment and will cease operating and procure that any Minor ceases operating the Equipment if it is no longer safe;

(e) It is aware that cycling is an adventure activity that comes with inherent safety risks and the Customer and all Minors are proceeding in the full knowledge of those risks;

(f) It is aware that weather conditions in New Zealand (and in particular Central Otago) can change quickly at any time of the year and that it will be responsible for supplying and carrying its own (and for any Minor) food, water, medicine, protective clothing and sun protection at all times; and

(g) It has been advised to take out its own travel insurance including cover for accident and medical.

### 6. CHARGES AND PAYMENT

6.1 In consideration of the Supplier providing the Customer and any Minor with the Equipment for the rental period, the Customer shall pay the charges as advised by the Supplier.

6.2 Unless otherwise agreed in writing with the Supplier, full payment for the entire rental period will be due at the point of confirmation of the booking.

6.3 At the point of booking the Supplier may require a bond and/or credit card authorisation, which will stand as security for the Customer's compliance (and compliance by all Minors) with this Contract. Any such bond will be returned or credit card authorisation cancelled at the end of the rental period less any deductions or payments required to compensate the Supplier for any costs, expenses, damages and/or loss it suffers or may suffer as a result of the Customer's breach of the Contract.

### 7. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

7.1 This condition 7 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, and subcontractors) to the Customer and all Minors in respect of:

- any breach of the Contract; and
- any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in these Conditions limits or excludes the liability of the Supplier if the law prevents such limitation or exclusion.

7.4 Subject to condition 7.2 and condition 7.3

(a) The Supplier shall not be liable for any damages, costs, charges, expenses, and/or losses including without limitation for loss of profits; business; or depletion of goodwill and/or similar losses; loss of goods; loss of contract; loss of use; and/or any special, indirect, consequential or pure economic loss.

(b) The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid by the Customer for the rental of the Equipment.

### 8. TERMINATION

8.1 Without prejudice to any other rights or remedies which the Supplier may have, the Supplier may terminate the rental Contract and bring the rental period to an end if:

(a) The Supplier believes (at its sole discretion) that the Customer or any Minor does not have sufficient ability to use the Equipment safely; or

(b) The Customer or any Minor commits a breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach immediately of the Customer being notified of the breach; or

(c) The Supplier receives any complaint about the Customer's use (or the use by any Minor) of the Rental Equipment;

8.2 If the Supplier exercises its rights of termination as set out above the Supplier will have no liability to the Customer and/or any Minor and no refund will be payable to the Customer unless the Supplier agrees otherwise.

8.3 A Customer may return the Equipment at any time prior to the end of the rental period. However, in the case of such early returns, no refunds will be payable to the Customer unless the Supplier agrees otherwise.

### 9. FORCE MAJEURE

9.1 The Supplier shall have no liability to the Customer and/or any Minor under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

### 10. SEVERANCE

10.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

### 11. ENTIRE AGREEMENT

11.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

### 12. RIGHTS OF THIRD PARTIES

12.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

### 13. GOVERNING LAW AND JURISDICTION

13.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of New Zealand.

13.2 The parties irrevocably agree that the courts of New Zealand will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).