



Terms & Conditions

1. This Lease shall commence on the Start Date as listed in Schedule 1 and shall continue for a minimum of eight weeks and automatically renew until Customer notifies SPARQUE of their intention to return the Ebike, taking into account the Notice Period as listed in Schedule 1, or until the Lease is terminated by SPARQUE following Clause 8 or 9.

a) If the Customer, after notifying SPARQUE of their intention to end the Lease, but before the end of the Notice Period and while the Ebike has not yet been returned, changes their mind the Lease shall continue with this Agreement continuing to be in effect.

b) For the avoidance of doubt, Customer shall be liable for all monies owed under this Lease until the Ebike with all accessories has been returned to SPARQUE in correct working order and in the condition that the Customer received the bike in at the Start Date, accounting for fair wear and tear.

2. SPARQUE hereby Rents the Ebike to the Customer.

a) SPARQUE has the right to substitute the Ebike at any time during the Lease with a different bike of equivalent type and equivalent or better specification as the Ebike, by providing notice to the Customer 5 calendar days in advance.

b) Customer can apply to change the Ebike to a different model or change accessories. This is subject to SPARQUE's approval and availability of bikes and accessories. For a bike swap, a Changeover Fee equal to \$180 is payable by the Customer.

3. Payment terms. The Customer shall at all times during the Lease pay to SPARQUE the rent reserved by this Lease via Direct Debit in fortnightly instalments in advance. SPARQUE will send Customer a link to authorise the Direct Debit. Customer will authorise the Direct Debit prior to commencing the Lease and will ensure that sufficient funds are available in the nominated account at all times to process the Direct Debit.

a) Customer shall not withhold any monies owed to SPARQUE under the Lease in any case, including where there is a dispute between Customer and SPARQUE about the Ebike provided by SPARQUE.

b) SPARQUE can, at its sole discretion, offset monies owed by SPARQUE to the Customer with monies owed by the Customer to SPARQUE.

4. Price changes. SPARQUE will notify the Customer of any price changes to the Lease at least 28 calendar days in advance to the price change taking effect. Customer has the right to end the lease as of the date of the price change by notifying SPARQUE in writing at least 14 calendar days prior to the price change taking effect. Ending the Lease this way continues to be subject to the conditions of Clause 1, with the understanding that the Notice Period ends on the day of the price change taking effect.

5. Changes to Terms and Conditions. SPARQUE reserves the right to update the terms and conditions as outlined in this agreement from time to time. SPARQUE shall notify the Customer in writing of any changes to the terms and conditions. The Customer is deemed to have accepted any changes unless they notify SPARQUE in writing within 14 days of the changes being announced. If the Customer does not accept the changes, they can return the Ebike prior to the changes taking effect by notifying SPARQUE of their intention to do so. Ending the Lease this way continues to be subject to the conditions of Clause 1, with the understanding that the Notice Period ends on the day of the price change taking effect.

6. Security deposit. A Security Deposit to the amount listed in Schedule 1 is payable prior to commencing the Lease. The Security Deposit will be refunded to the Customer upon return of the Ebike at the end of the Lease once all obligations have been met and the Ebike is returned clean and in a condition commensurate to its age and mileage.

7. Changing circumstances. The Customer shall notify SPARQUE immediately of any changes in their circumstances that may affect the payment of the rent, including, but not limited to, change of address and bankruptcy. Notification does not affect the ability and right of SPARQUE to recover any monies owed including expenses incurred to recover monies owed as per Clause 8.

8. Events Constituting Customer's Default. The occurrence of any of the following events shall constitute a default of the Customer under this Lease:

a) Failure to Pay Rent. Customer's failure to pay any instalment of rent within 10 calendar days after the instalment becomes due;

b) Customer's failure to perform one or more of Customer's other obligations under this Lease within 5 calendar days after SPARQUE notifies Customer that Customer is in default;

c) The Customer being the subject of bankruptcy or entering into an arrangement or scheme with creditors;

d) A Loss, Damage or Theft event for the Ebike breaching Clause 10 in any way.

Any of the above default events allows SPARQUE to do any or more of the following without prejudice to any other right or remedy available to SPARQUE:

(i) Terminate the Lease with immediate effect;

(ii) Charge the Customer all expenses incurred by SPARQUE in trying to recover any amounts owed by the Customer including fees for external parties and general interest charges;

(iii) Enter the Customer's property to repossess the Ebike and accessories, for which the Customer grants SPARQUE an irrevocable license to do so.

9. Notwithstanding anything which is stated in Clause 8, SPARQUE may terminate the Lease Agreement at any time by observing the Notice Period in Schedule 1.

10. Loss, Damage, Theft. Subject to Clause 12 and 13 and when the following conditions have been and continue to be observed and the Customer is not in Default, the Customer has a maximum liability of \$500 for any individual event of loss, theft or damage.

a) The Customer notifies SPARQUE as soon as possible of the damage, loss or theft but in any case within 24 hours of the Customer becoming aware of said damage, loss or theft;

b) In case of (suspected) theft, file a report with the police and provide SPARQUE with a copy of that report, all original keys, the original battery charger, the display unit and Ebike battery (where applicable, see Clause 12);

c) Provide SPARQUE with any relevant details about the loss, theft or damage and follow directions provided by SPARQUE;

d) Make the Ebike available to SPARQUE promptly for damage assessment and repairs;

e) Pay to SPARQUE the required amount to repair or replace damaged or lost parts.

Failure to observe the relevant conditions above will result in the maximum liability for the Customer being the Bike Value of the Ebike as listed in Schedule 1.

11. Public liability. SPARQUE will not be held liable for any damage or injury sustained by Customer, any other user of the Ebike, or third party as a result of using the Ebike except to the extent caused or contributed to by SPARQUE. SPARQUE and relevant Service Providers maintains public liability and indemnity insurance cover against technical failures of the Ebike that are a direct result of maintenance carried out by SPARQUE or relevant Service Provider.

12. Parking the Ebike. The Customer shall always use the lock provided by SPARQUE to tie the Ebike to an immovable object, and not leave the Ebike overnight in a space that is directly accessible by the general public. This includes front yards or porches accessible from the street without a key.

a) In addition, Customer shall remove the display control unit and any removable lights from the Ebike when parking the Ebike, if the Ebike is equipped with these.

b) When parking overnight in a space accessible by persons other than the Customer's household, e.g., an apartment complex garage, the Customer shall in addition remove the Ebike battery, if that is designed to be removable by an end user.

c) The Ebike shall be stored undercover for overnight parking. If no undercover parking is available for overnight parking, the Customer shall use a bicycle cover.

13. Carelessness, Recklessness, Improper Use, Unlawful Behaviour, Accidental or Intentional Damage: SPARQUE reserves the right to charge the Customer for any costs associated with damages caused by careless, reckless or unlawful behaviour of the Customer, accidental damage, or improper use of the Ebike. This includes damage caused by user-error, exceeding the approved weight limit of the Ebike, or not following the conditions for safely parking the Ebike.

14. Inspection. SPARQUE may at any time during the Lease inspect the Ebike or monitor its use, and do anything required to protect SPARQUE's interest in the Ebike.

a) If the use of the Ebike is monitored using a GPS tracker then the data may be used by SPARQUE to improve its services. No individual trip or Customer data will be reported to external parties, but anonymized aggregate statistics may be shared and published.

15. Maintenance and repairs. Subject to Clause 13, general service and maintenance costs for the Ebike are included in the amount payable referred to in Clause 3. The Customer agrees to make the Ebike available for service and maintenance to the nominated Service Provider according to the schedule proposed by SPARQUE. SPARQUE will not be liable for any costs or damages resulting from the Customer not following the proposed service and maintenance schedule.

16. Modifications. Customer shall not make any modifications to the Ebike without prior written approval by SPARQUE. In cases where approval is given by SPARQUE, the Customer will bear all costs associated with the modification, as well as costs associated with restoring the Ebike in its original state when it is returned to SPARQUE.

17. Additional parts. The Customer shall be responsible for costs of and charges associated with the assembly, maintenance and removal of any bicycle accessory not included in the Lease by a Service Provider or any other third party.

18. No show or late show. The Customer will be responsible for costs charged by a Service Provider in case the Customer does not show up or shows up late at the agreed time and location for a booking.

19. Good working condition. The Customer will be responsible for maintaining the Ebike in good working condition, including keeping tyres inflated properly and keeping the chain (if applicable) wiped and greased regularly.

20. Battery and e-bike handling. The Customer shall follow the battery and e-bike handling guidelines supplied by SPARQUE as provided in Schedule 2 and as updated from time to time.

21. Other users. The Customer shall not make the Ebike available to any persons outside the Customer's household, whether for payment or not, without SPARQUE's prior written approval, which shall not be reasonably withheld.

22. Commercial Use. The Customer shall not use the Ebike to obtain an income, including, but not limited to food delivery or commercial passenger transport, except with SPARQUE's prior written approval. In case of suspected commercial use of the Ebike, SPARQUE reserves the right to terminate the Lease with immediate effect and charge a fee of \$0.50/km based on the odometer reading of the Ebike at the Start Date and the date that the Ebike is returned to SPARQUE.

23. Third party services. SPARQUE has agreements with Service Providers for the provision of roadside assistance ("Roadside Assistance Service"), and service and maintenance as part of the Lease. Unless explicitly stated otherwise, the terms and conditions set by the Service Providers for the product included in the Lease apply.

24. Fair Use of unlimited servicing. Unlimited servicing and repairs for the Ebike are provided on a Fair Use basis. This is intended to ensure:

a) The availability of servicing and repairs capability to all eligible Customers;

b) That the Fair Use service is not used in an unreasonable manner ("Unreasonable Use").

SPARQUE reserves the right:

1. To charge Customer for service and maintenance costs that are deemed Unreasonable Use;

2. To reject a request for service or repairs and/or authorize a Service Provider to reject such request if the request is deemed Unreasonable Use.

Unreasonable Use means use that a reasonable person would not regard as ordinary given the mileage completed on the Ebike.

25. Notices. All notices required by this Lease agreement shall be sent by email to the email address provided by both parties. In addition, notices may be sent by Australia Post registered mail, return receipt requested, addressed to the party to be notified at the address set out in this Lease, or at such other address as that party may have given the other in writing. Notice shall be deemed given five business days from the date of notice.

26. Breach of Contract. The Customer shall be responsible for any breach of contract, directly or indirectly by him or her or they.

a) Where the breach of contract is caused by modification of the Ebike without permission and where as a result of the modification the Ebike no longer complies with the EN15194 standard, the Customer shall purchase the Ebike outright from SPARQUE at a price to be determined by SPARQUE but which shall not exceed the Bike Value listed in Schedule 1.

b) In other cases, SPARQUE and Customer will endeavour to find a mutually acceptable way to remedy the breach of contract.

27. Obligations following Notice to End Lease. After giving notice to SPARQUE to end the Lease, the Customer will return the Ebike to SPARQUE at 19-27 Ireland Street, West Melbourne VIC 3003 or such other address as may be reasonable and as indicated by SPARQUE within 28 days from giving notice. The Ebike shall be returned clean and in good working and safe condition. SPARQUE reserves the right to charge the Customer for any servicing or repairs required on the Ebike to return it to a good working condition.

28. Collateral. The Ebike shall be registered with PPSR by SPARQUE and must not be used by the Customer as collateral.

29. Personal information. As part of the Lease, SPARQUE will collect personal information on the Customer. This information will only be used by SPARQUE for the purpose of providing, maintaining, and administering the Lease. The Customer gives SPARQUE permission to share contact details with Service Providers for the sole purpose of facilitating the provision of services included in the Lease. The SPARQUE Privacy Policy as available on the SPARQUE website applies to any collection and management of personal information acquired by SPARQUE as part of the Lease.

30. Separability. The illegality or invalidity of any provision of this Lease shall not affect the validity of the balance of this Lease. If any provision of the Lease should be held to be invalid in any way or unenforceable, the remaining provisions shall not be affected or impaired thereby, and this Lease shall be construed so as to most nearly give effect to the intent of the Parties as it was originally executed.

31. Applicable Law. The laws of Victoria shall be applied in construing this Lease regardless of where it is executed or where the Ebike that is the subject matter of this Lease is located.