

Your rental terms.

Everything you need to know about your Moto Trekkin rental

Moto Trekkin is taking steps to improve its environmental footprint and is now replacing paper versions of these Rental Terms and Conditions with electronic versions. If you would prefer to receive a paper copy please ask for one at the counter at the time of collecting your Motorcycle or print a copy by going to www.mototrekkin.com.au.com.au.com.au/terms



Contents

	Key facts about your rental	1
	Basics	2
	• Agreement • Responsibility • Disputes • Privacy • Longer term rentals • Termination of Rental Agreement	
	Pick up	3
	• Charges • Motorcycle • Prohibited Uses • Drivers • In Motorcycle Monitor System (IVMS)	
	During your rental	6
	• Fines, tolls and other charges • Breakdown • Accidents • Damage and Loss	
	Return	8
	• Return procedure • Variations • Charges • Repossession of the Motorcycle	

Annexures

	Annexures	
	1. Charges explained	9
	2. Fuel Policy	11
	3. Damage Policy	11
	4. Optional Renter Protection Services	12
	5. Privacy and credit notice	13
	6. Contacts	14

Moto Trekkin contact details

Reservations

0423 911 719
www.mototrekkin.com.

Roadside assistance

0423 911 719

adventure@mototrekkin.com.au

Claims management

0423 911 719



Key facts about your rental

This summary aims to help you understand what is included or excluded in your rental and the options available to enhance your journey. Please ask our staff if you need further clarification.

Important Information

Damage to Motorcycle	You are responsible for any loss or damage to the Motorcycle (and related losses and fees) during the rental even if it is not your fault, subject to some exceptions. The maximum amount you must pay is the Accident Damage Excess (ADE) per incident. You can use some of the Optional Renter Protection Services to reduce or eliminate this liability. However, if the loss or damage is caused by a Prohibited Use of the Motorcycle, you are liable for that loss or damage up to the full value of the Motorcycle and related losses and fees including third party losses. You cannot rely on any Optional Renter Protections Services you may have purchased to reduce this liability. See Damage and Loss on page 6 for details.
Prohibited use	Prohibited uses that may result in full liability include riding through water, racing, speeding, failing to safeguard the Motorcycle (eg. leaving keys in Motorcycle) or allowing an unauthorised person to ride the Motorcycle. See page 4 for full list of Prohibited uses .
Optional Renter Protection Services	You may reduce the Accident Damage Excess by purchasing Accident Excess Reduction (AER). If you purchase AER, the accident excess is reduced from AU\$3,500 to AU\$1,500. However, if there is a Prohibited Use of the Motorcycle, you cannot rely on AER, for Renter Protection Service to reduce your liability. See page 7 for details of the Optional Renter Protection Services.
Personal possessions in the Motorcycle	Moto Trekkin is not responsible for any loss or damage to you, any passenger or personal possessions on the motorcycle, even in the event of an accident or theft of the motorcycle.
Pick up	You should check the Motorcycle for damage before you ride away and record any variations on the Motorcycle Condition Report in conjunction with a Moto Trekkin representative. You are invited to take a time stamped photograph of the relevant pre-existing damage before leaving the rental location and show a Moto Trekkin representative on return.
Roadside assistance	We provide basic roadside assistance with the Motorcycle. It will not cover you for assistance required for incidents that are your fault (eg. running out of fuel, or lost keys etc). You can purchase Premium Roadside Assistance Cover (PRAC) to cover these incidents. The Roadside Assistance number should be used in the event of either an accident or a breakdown.
Return	You may incur additional charges if you return the Motorcycle at a different time or place to that agreed with us or if it is in an excessively dirty condition. The additional cleaning charge is \$95.00
Out of hours return	If we agree to you returning the Motorcycle outside location hours, please be aware that you will be responsible for the Motorcycle until our staff regain possession of the Motorcycle when the agreed return location re-opens.

Contacts and Remedies

1. Post rental, you may contact Moto Trekkin Customer Service during business on 0423 911 719 and our team will help resolve any issues.
2. If we are unable to resolve your issue to your satisfaction, you may contact the Department of Fair Trading: <https://www.fairtrading.nsw.gov.au/contact-us>

See Annexure 6 (Contacts) of the Rental Terms for full details.

For full information, please read the Rental Terms in this booklet. You can also refer to our website www.mototrekkin.com.au.com.au for the Rental Terms and additional details about prices, products and location information.

Thank you for choosing to rent with Moto Trekkin Pty Ltd.

What's included in the rental rate

Kilometres	Your Rental Agreement may note that a per kilometre charge is applicable if a daily kilometre limit is exceeded, depending on the type of Motorcycle you rent or your pick up location. If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement. If you exceed this daily allowance, a charge may apply for the additional distance covered.
Collision damage waiver	Collision damage waiver is included in the Rental Agreement. Consequently your liability for loss of or damage to the Motorcycle and third party damage is limited to the Accident Damage Excess (ADE) (as shown on the rental agreement) unless there is a Prohibited Use of the Motorcycle in which case you may be fully liable for any loss or damage.
Fuel	Your Motorcycle is provided to you at collection with a full tank of fuel. Where the tank is not full, a credit for the extent to which the required fuel is required is provided. You can either return the motorcycle full of fuel, or pay for us to refill the tank for you at the rate shown on your Rental Agreement
Breakdown roadside assistance	There is a basic breakdown service included in your rental to cover call outs for mechanical faults and accidents where you are not at fault.



What's included in the rental rate

You have the option to add the following items to your rental for an additional charge:

- **Additional Rider:** We will need to see their drivers licence and learn their previous riding experience.
- **Additional equipment:** Saddle Bags (soft Panniers)
- **Fuel purchase option:** You may choose to pay for a whole tank of fuel in advance so you don't need to fill the tank on return (although no refund will be given for any unused fuel).
- **Half tank option:** If you are only travelling a short distance, at selected locations you may choose to pay for a half tank of fuel in advance so you don't need to fill the tank on return (although no refund will be given for any unused fuel).

Optional Renter Protection Services are available to purchase for an additional charge and can either reduce or eliminate your liability to Moto Trekkin for loss or damage to the Motorcycle (provided there is not a Prohibited Use of the Motorcycle); or provide cover for other purposes depending on the services you select:

- **SuperCover:** You can reduce the ADE to zero and in addition you will also benefit from:
 - Maximum Protection Cover
 - Premium Roadside Assistance Cover (PRAC)
 - Tyres Cover
 - No Young Rider Surcharge
 - Fees waived in respect of
 - » Moto Trekkin Claims Management Fees
 - » External Damage Assessment Fee
 - » Additional Rider Fee
 - » Early Return Fee
 - » Towing Fee
 - the SuperCover charges not being included in the calculation of the Location Fee
- **Maximum Protection Cover:** You can reduce the ADE to zero and in addition you will also benefit from:
 - Tyre cover
 - Fees waived in respect of Moto Trekkin Claims Management Fee and External Damage Assessment Fee
- **Accident Excess Reduction:** You can reduce the ADE to a lower amount as stated on your Rental Agreement.
- **Tyres Cover:** You can eliminate your liability for standalone damage to the Motorcycle's tyres.
- **Premium Roadside Assistance Cover:** You can buy additional cover for the call out costs relating to incidents that are your fault, including for running out of fuel, or lost keys.
- **Toll Cover:** You can pre-pay your toll charges incurred during your rental for a daily flat fee as advised at the time of reservation.



Basics

Agreement

Your Rental Agreement is the document you sign when you pick up your Motorcycle (generally headed "Rental Agreement") which includes a summary of your rental (e.g. length, optional services purchased and an **estimate of charges** to be paid). By signing the Rental Agreement, you indicate that the details in the Rental Agreement are correct as well as your acceptance of:

- the terms set out in the **Rental Agreement**;
- these **Rental Terms** including Annexures & Key Facts; and
- any **Additional Terms** provided, (together, the Agreement).

The Agreement is made with Moto Trekkin Pty Ltd ABN 72 116 829 693 of 5 Shawn Close, East Maitland, New South Wales 2323.

This Agreement is governed by the laws of New South Wales Australia.

If any term is considered illegal or unenforceable by any court of appropriate jurisdiction, that term is severed from the Agreement and the remaining terms continue to apply.

Our Responsibility

- We are responsible to you for providing the Motorcycle in a safe and roadworthy condition and for replacing the Motorcycle in the event of breakdown, theft or accident (unless there is a Prohibited Use of the Motorcycle).
- You have rights against us under consumer protection laws relating to the Motorcycle and other goods or services we provide to you under the Agreement that we cannot exclude or limit (Consumer Law Liability). Except for Consumer Law Liability, we will not cover you for indirect or consequential loss, loss of profits or loss of opportunity.
- Without limiting our Consumer Law Liability, our total liability to you under the Agreement is capped at the amount paid by you to rent the Motorcycle.
- We are not responsible for statements made by travel agents or third party booking services as they are not our employees or agents.

Your Responsibility

- You must care for, use and return the Motorcycle in accordance with the Agreement and pay the amounts due. Additionally, you confirm and agree that all information provided by you including your contact details are true and correct.
- Please read the Agreement carefully to understand your obligations in full.



Disputes

We aim to resolve all complaints and disputes amicably, within **15 business days**.

Further information regarding our disputes process contact:

- **Moto Trekkin** Customer Care Team
- Phone **0423 911 719**
- Monday-Friday, 8:30am to 4:30pm
- Email adventure@mototrekkin.com.au

- Refer to **Annexure 6** (Contacts) for a list of contacts.

Privacy

- When you rent with us, you consent to us collecting (including by in Motorcycle tracking through a GPS Motorcycle Monitoring System), using and disclosing your personal information in accordance with our **Privacy Policy** which is available at www.mototrekkin.com.au/privacypolicy or from our rental location.
- If we provide you with credit, our **Credit Policy** together with our **Statement of Notifiable Matters** which are available at www.mototrekkin.com.au/creditpolicy and or from our rental location, will also apply to our collection, use and disclosure of your credit information and credit eligibility information (credit related information).
- Please see **Annexure 5 (Privacy & Credit Notice)** for further information we are required to tell you when we collect your personal information and credit related information, including the purposes for which your information is collected.

Longer term rentals

Where your rental is thirty (30) days or longer you will be invoiced at the end of each thirty day period automatically or at any time agreed with Moto Trekkin. Additional funds to cover the cost of your Rental Agreement will be collected for each thirty day period.

Termination of Rental Agreement

- We reserve the right to terminate your Agreement at any time by providing two days written or verbal notice if:
 - you have not paid an invoice or any other request for payment (whether verbal or in writing) or your Card is declined or your bank reverses the charges made to your Card and you fail to pay the amount due within 24 hours of being notified by Moto Trekkin that the invoice is outstanding;
 - we are required by the police or any other regulatory authority to take possession of the Motorcycle from you;
 - the Motorcycle is not returned by the agreed return date;
 - we reasonably believe you have materially breached, or are likely to materially breach, the Agreement; or
 - we have reasonable grounds to believe there has been or likely to be a Prohibited Use of the Motorcycle.
- In the event of termination and/or repossession you will not be entitled to a refund of any part of the rental charges in so far as the termination and/or repossession is caused by your actions or omissions.
- We may terminate your Agreement at any time on 30 days' notice.
- Any terms of the Agreement that are intended to apply after the termination of the Agreement, will survive including the terms in **Damage and Loss** on page 6.



Pick up

Charges

- You agree to pay the rental rate for the Motorcycle, compulsory fees, fees for any optional services and other fees that may arise during your rental. Please see **Annexure 1** (Charges Explained) for an explanation of these.
- Your Rental Agreement shows an estimate of any charges agreed to at the start of the rental (if the charges have not been prepaid). You agree to pay those charges and any other fees that arise by the end of the rental period.



Important

We typically reserve an amount on your credit card (or take a deposit) at least equal to the estimated rental charges plus a security bond (amount is shown on your Rental Agreement). This reserved amount may be released (or deposit refunded) on return of the Motorcycle following full payment of the rental charges. For a further explanation on the Rental Agreement charges before travelling visit: www.mototrekkin.com.au/rentalcharges

Motorcycle

- **Definitions:** all references in these Rental Terms to:
 - "the Motorcycle" means the motor Motorcycle described on the Rental Agreement or any alternate motorcycle that Moto Trekkin supplies to you, whether as a replacement, upgrade or otherwise, and includes all Motorcycle parts, tyres, tools (supplied with the Motorcycle), and all other accessories or equipment in or fitted to the Motorcycle by the manufacturer or by Moto Trekkin, such as keys, Quad Lock Mounts, GPS devices and Motorcycle Monitoring Systems;

- **Condition:** It is your responsibility to check the overall condition of the Motorcycle at the start of the rental period and on return. We will provide a summary of any pre-existing damage on our Motorcycle Condition Report on your Rental Agreement.
- **Care:** You are responsible for looking after the Motorcycle and reducing the risk of breakdown and damage by making sure there is not a Prohibited Use of the Motorcycle (defined below). You must also make sure you use the correct fuel and check the tyre pressures, oil and other fluids are maintained at the specified level, refilling as necessary.
- **Maintenance:** In the case of a long term rental (being a rental over 30 days), if the rental period spans the normal maintenance period (being the next service noted on a sticker inside the windscreen, a service indicator illuminating on the rider display or after 10,000km –whichever comes first) You must return the Motorcycle to the nearest Moto Trekkin location to arrange for the Motorcycle to be serviced or exchanged.



Important

You are responsible for returning the Motorcycle in the same condition as it was in when we provided it to you, subject to fair wear and tear. Our fair wear and tear guide can be found online at www.mototrekkin.com.au/fwt. Please see the Damage and Loss section on page 6 to understand your responsibility for damage and loss to the Motorcycle and Annexure 3 (Damage Policy) on page 11 to understand how we will process damage caused during your rental.

- **Fuel:** We will supply your Motorcycle with a full tank of fuel. Where the tank is not full, we will provide you with a credit for the missing fuel. You will need to return the Motorcycle with a full tank or pay for the additional fuel required to fill the tank on return at the price indicated on the Rental Agreement.





Key Information

Fuel Purchase Option

Full Tank: You might find it more convenient to pay for a full tank at the start of the rental and save time refuelling on return by taking this option (although no refund will be given for any unused fuel).

Half Tank: If you are travelling a shorter distance, it may be more convenient to pay for a half tank at the start of the rental and save time on refuelling by returning the Motorcycle at half a tank (although no refund will be given for any unused fuel).

Please see **Annexure 2** (Fuel Policy) for a full explanation of your options.

Prohibited Uses

If there is a Prohibited Use of the Motorcycle, we may terminate the Agreement and take back the Motorcycle at any time at your expense. If the Prohibited Use has caused, or contributed to, loss or damage to the Motorcycle, you are liable for that loss or damage up to the full value of the Motorcycle and related losses and fees including third party losses as explained in the Damage and Loss section on page 6.

Prohibited Uses of a Motorcycle are:

- you ride recklessly or with deliberate intent to cause loss or damage to the Motorcycle.
- or the Motorcycle is damaged in the following ways:
 - The Rider caused for the motorcycle to be dropped or fall onto its side which caused damage to either side of the motorcycle;
 - The Rider caused undercarriage damage to the motorcycle;
 - The Rider jumped the motorcycle causing damage to the suspension system
 - The Motorcycle is ridden through fresh or salt water.
 - The Rider causes damage to the wheels of the Motorcycle;
 - The wrong fuel is pumped into the Motorcycle
 - Riding the Motorcycle while under the influence of any drug, substance or intoxicating liquor to the extent that riders ability to control the motorcycle is impaired or where the riders blood level of any drug or alcohol is over the applicable State or Territory legal limit. If any person refuses or fails to provide a breath, blood or other sample when lawfully required to do so by police or as required by law, the Rider is deemed to be over the legal limit;
- the fitting of objects to the motorcycle that are not unauthorised by Moto Trekkin;
- failing to take reasonable precautions to safeguard the Motorcycle such as leaving the keys on the Motorcycle, or failing to use the anti-theft system (if provided);
- the Motorcycle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of a drivers' licence in the applicable State or Territory);
- the use of the Motorcycle by a person who was not authorised by Moto Trekkin as the main or additional driver or did not meet the driver requirements in the Agreement;
- the Motorcycle is used on a racetrack or for racing or undertaking reliability trials, rallies or other contests;
- the Motorcycle is sub-rented, transferred or sold;
- the Motorcycle is used to carry pillion passengers (is used as taxi or vehicle sharing arrangement) unless Moto Trekkin consents in writing, or to carry cargo of any kind including mail or parcels, for hire, reward or remuneration;
- in the Simpson Desert, on the Strzelecki Track and the Birdsville Track; in Western Australia on the Tanami Track, Gunbarrel Hwy, Gibb River Road and the Bungle Bungles;
- in Northern Territory on the Oodnadatta Track, the Plenty Highway, Finke Road (between Alice Springs and Oodnadatta);
- in Queensland on Bourke Development Road from Chillagoe to Normanton, Cape York during the months from December to May inclusive, Savannah Way from Normanton to Borroloola and the Bloomfield Track;
- any other such location or region reasonably specified by Moto Trekkin to you as an area or region which is prohibited.

- the Motorcycle is overloaded with baggage;
- the Motorcycle is ridden on a beach or through a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch or riverbed), creek stream or river, or natural disaster which could be avoided including fire, storm or cyclone;
- the motorcycle is ridden in restricted areas, including airport service roads and associated areas, or on a road notified to you as prohibited by Moto Trekkin or off-road (eg. on fire trails, tracks, fields or paddocks) (unless specified in writing by Moto Trekkin).
- **the Motorcycle is ridden in the following areas and the Motorcycle is not an off-road motorcycle.**
 - on unsealed roads (except for roads under repair, access roads to recognised camping or accommodation grounds (unless rented in Tasmania where a non-reducible unsealed roads excess is applicable, details can be found at www.mototrekkin.com.au/ chargesexplained or unless specified in writing by Moto Trekkin);
- **the Motorcycle is ridden in any of the following areas at any time (off-road motorcycles are also prohibited):**
 - in Western Australia on the Canning Stock Route, the Old Gunbarrel Hwy or on the Kalumburu track including but not limited to Mitchell Falls National Park;
 - in Northern Territory at the Lost City in Litchfield Park, Central Arnhem Road and Arnhem Land in general, or during the dedicated wet season;
 - in Queensland on the Old Telegraph Track section of the road to Cape York, Boggy Hole (Finke Gorge National Park), the Old South Road from Maryvale to Finke and Fraser Island at any time.



Important

Motorcycle Cleanliness:

You may incur an additional Cleaning Fee or Cleaning Administration Fee if the motorcycle is returned in an excessively dirty condition. You must remove all mud and dust from the Motorcycle prior to its return.

Please note: do not spray water under the seat of the motorcycle as you will cause damage to the motorcycles electronics. You may be liable for the cost of repairs.





Important

Snow Regions:

- There are special restrictions that apply when riding a Moto Trekkin Motorcycle in an alpine region. If these restrictions are not complied with You may be responsible for any and all damage arising from the use of the Motorcycle in an alpine region and cover purchased will not be applicable. If you are planning to travel to the snow please check with Moto Trekkin that the Motorcycle is fit for purpose.
- You must not ride in snow or sleet or when the ambient temperature is outside is less than 5 degrees Celsius. Failure to comply with this requirement will be considered a prohibited use and You will be fully liable for any resulting damage to the motorcycle. You must not attempt to fit snow chains to the motorcycle.



Important

Sensors:

- You are responsible for damage to the Motorcycle (subject to these terms and conditions). In the event that any sensors such as ABS or traction control are not active or are malfunctioning the Rider is not alleviated from responsibility for the damage.



Important

If the Motorcycle is used for a Prohibited Use:

- you are responsible for any damage or losses up to the full value replacement value of the Motorcycle and other fees, related losses and expenses including towing and 3rd party damage as explained in the 'Damage and Loss' section on page 6.
- your liability is not limited to the Accident Damage Excess (ADE);
- you lose the benefit of any Optional Renter Protection Services you have purchased; and
- we may terminate the Agreement and take back the Motorcycle at any time at your expense.

Approved riders

- As the renter You must NOT allow other persons to ride the Motorcycle

Foreign and Interstate Licences

If you are currently living in Victoria you are only permitted to ride on an overseas or interstate licence for a period of 6 months (from first arriving in Victoria). After 6 months you are only permitted to ride on a Victorian licence. It is your responsibility to ensure that you hold the correct licence.

First Time Renters

If you are a first time renter paying with a debit or credit card, live in the city of rental and your booking is not associated with a corporate account or insurance replacement rental, additional identification and payment requirements will apply to your rental. In such cases, renters will be required to fulfil the 100 points identity (ID) check requirements and provide a credit card from which Moto Trekkin will take a \$500 authorisation.

Documentation as set out in the checklist below will be accepted. You must provide:

- documents that add up to a minimum of 100 points;
- at least one primary document; and
- at least one proof of identity document that contains your current address.

Category A: Primary Documents

- Current Drivers Licence (70 points)
- Australian Passport – current or expired within past 2 years (70 points)
- Birth certificate (70 points)
- Australian citizenship certificate (70 points)
- Tertiary Student Card: with photo (40 points)

Category B: Secondary Documents

- Medicare card (25 points)
- Credit or debit card (25 points)
- Centrelink card (25 points)
- Utility bill less than 12 months old (20 points)
- Working with Children Check (20 points)
- Department of Veterans Affairs Card (25 points)
- Australian Marriage Certificate (25 points)
- Property Lease Agreement: current address (25 points)

Motorcycle Monitoring System (VMS)

Our Motorcycles may be fitted with a VMS which can be used to track and record the geographical location, distance and speed of the Motorcycle during the rental period. It can also be used to immobilise the Motorcycle in the event of non payment or if we have reasonable grounds to suspect the Motorcycle is being used for a Prohibited Use. You agree that we can track and record your location and your use of the Motorcycle using the VMS, which may include your personal information. Refer to **Annexure 5 (Privacy & Credit Notice)**.





During your Rental

Fines, tolls and other charges

- You are responsible for all fines, private parking charges, road tolls and other similar charges (including parking fines or charges) incurred in relation to the motorcycle during the rental period. We will work with authorities for them to pass on notices of fines and parking charges to you, and we will also charge you either the Toll Administration Processing Fee or Infringement Administration Processing Fee (each a Processing Fee). If you incur toll charges during the rental, we will charge for you those tolls plus the Processing Fee (unless you have purchased Toll Cover). These charges will be processed on your Card as detailed in the **Charges** section on page 8.
- You have the option of purchasing Toll Cover to pre-pay a flat daily rate for your toll charges incurred during your rental, as advised at the time of reservation. For details, see **Annexure 4 (Optional Renter Protection Services)**.



Important

In addition to any fine, parking charge or toll you incur, we may also apply a Processing Fee to reimburse us for the time and costs we incur in dealing with these matters. Please refer to **Annexure 1 (Charges Explained)**.

Breakdown

- Assistance:** If you experience any problem with the motorcycle due to mechanical failure you agree to stop riding (as soon as practicable), park the motorcycle in a safe place and call our roadside assistance (see **Annexure 6 (Contacts)**) and they will arrange help. You must not re-commence riding the Motorcycle unless directed to do so by the roadside assistance service. You must not move the motorcycle unless this is necessary to prevent further damage to the motorcycle or damage to other property or Motorcycles.
- If the motorcycle is from the Moto Trekkin's Prestige, Adrenaline or Dream collection, you may be provided with roadside assistance from the manufacturer. The details of this service will be provided in the Motorcycle's service book. You must contact the manufacturer roadside assistance service as soon as you can if:
 - the motorcycle breaks down;
 - a warning light becomes illuminated or displayed on the motorcycle; or
 - any other event occurs which affects the performance or safety of the motorcycle.

If the manufacturer roadside assistance service cannot be contacted, you must contact Moto Trekkins roadside assistance or the customer care centre (see Annexure 6 (Contacts)).

- Cost: we will provide roadside assistance without cost to you for problems with the Motorcycle that were not your fault. If the problem was your fault (eg. running out of fuel, losing the keys etc, you will be responsible to us for the cost of providing roadside assistance and any parts provided. If you have purchased the Premium Roadside Assistance Cover, you will not pay the call out fee for roadside assistance. See **Annexure 1 (Charges Explained)** for charges associated with roadside assistance and towing.
- You must not allow anyone to service or repair the Motorcycle without our permission.

Refer to **Annexure 1 (Charges Explained)** for more detail.



Key Information

Premium Roadside Assistance Cover is optional cover for roadside assistance that covers incidents where you are at fault.

For full details, see **Annexure 4 (Optional Renter Protection Services)**.

Accidents

If you have an accident or if the Motorcycle is stolen you agree to co-operate with us in any investigation or subsequent legal proceedings. You must also take the following steps:

- Notification:** you must inform Moto Trekkin in the event of any accident irrespective of whether it results in the Motorcycle being damaged or lost, or in the event of theft. You must report the accident to Moto Trekkin as soon as practicable and in any event within 24 hours. In the event that you fail to notify Moto Trekkin within 24 hours and Moto Trekkin incurs additional costs as a result of the failure to inform then you may be charged for any additional costs reasonably incurred by Moto Trekkin. Report the accident to the police as soon as you can if anyone has been injured or any property has been damaged.
- Motorcycle Incident Report (MIR):** complete the MIR providing the details of your accident or the theft including any third party information even if there is no damage to the Motorcycle. The VIR must be completed and signed by you and provided to a member of staff when you return the Motorcycle. Alternatively the VIR can be found online at www.mototrekkin.com.au/mir
- Do Not Admit Fault:** if you have an accident involving another Motorcycle, you must obtain the other driver's name, address, telephone number, insurance company details, drivers licence number, Motorcycle registration, Motorcycle make/model and a copy of the police report if one has been created.
- Further details regarding accidents are in **Annexure 3 (Damage Policy)**.



Important

- You must provide all information related to the accident within 48 hours of any requests made by Moto Trekkin, including any papers or other documents received by you concerning the accident.
- You consent to and authorise Moto Trekkin to obtain copies of police witness statements or reports made in relation to the accident or for any police charges against you.
- Moto Trekkin** may exercise reasonable discretion to terminate your rental of the motorcycle and the accessories and not provide a replacement if the accident or theft was caused by a Prohibited Use of the motorcycle. For the full list of **Prohibited Uses**, see page 4.

Damage and Loss

Responsibility:

- If the Motorcycle is lost, stolen, abandoned or damaged during the rental (eg. involved in an accident), for each incident you are responsible even if it was not your fault (eg. other driver's fault). This liability applies except to the extent that:
 - the damage constitutes fair, wear and tear on the basis that it does not fall within the definition of "Damage" specified in the **Definition of Damage Flyer** found online at www.mototrekkin.com.au/damageflyer or provided to you at the start of your rental;
 - the loss or damage is directly due to our negligence or wilful default including our failure to properly maintain the Motorcycle; or
 - the damage or loss was caused by a third party and you have complied with your obligations under the **Accidents** section on page 10 so that we have sufficient details about the third party and/or their insurer for us to recover the loss or damage from the third party and/or their insurer. We may charge you the estimated damages or your applicable excess (whichever is less) per incident and once the loss
- or damage is recovered, we will refund you any difference owed; or
- the damages comprise of personal injuries covered by compulsory third party insurance or a statutory transport accident compensation scheme.



Incident damages

- If the motorcycle is lost, stolen or damaged, for each incident you are responsible for:
 - the loss or damage to the motorcycle;
 - any towing and storage charges;
 - loss of rental income; and
 - other losses or expenses related to the incident, up to the Accident Damage Excess (ADE) amount per incident.



Calculation of loss of rental income

Loss of rental income will be calculated by multiplying the number of days the Motorcycle is unavailable to rent due to repairs or replacement by 70% of the then current daily rate of rental of that motorcycle.

Optional Renter Protection Services:

- If you have purchased SuperCover or Maximum Protection Cover (**MAX**), your liability for loss or damage of the Motorcycle (and other damages – see above) is zero.
- If you have purchased Accident Excess Reduction cover (**AER**), your liability for loss or damage to the Motorcycle (and other Incident Damages – see above) is capped at the reduced amount specified in the Rental Agreement.
- If you have purchased Glass & Tyres cover (**G&T**), your liability for standalone damage to the windscreen, windows, wheels and tyres of the Motorcycle is zero.

Consequence of using Motorcycle for a Prohibited Use

- If the motorcycle is used for a Prohibited Use and this caused, or contributed to, loss or damage to the motorcycle, you are liable to us for that loss or damage to the Motorcycle up to the full replacement value of the motorcycle. You are also liable for:
 - the Moto Trekkin Claims Management Fee and External Damage Assessment Fee if there is damage to the body of the Moto Cycle or the Processing Fees for other types of loss or damage (eg. cleaning);
 - any towing and storage charges;
 - loss of rental income; and
 - other losses or expenses related to the incident.
- Your liability to us will **not** be limited to the ADE, and SuperCover, MAX, AER and tyre will not apply to eliminate or reduce this liability. Other Optional Renter Protection Services you may purchase will not apply to limit your liability.
- You are responsible for any third party property damage or loss arising from the Prohibited Use of the Motorcycle and you must indemnify us for any claim made against Moto Trekkin for that damage or loss. Your liability for personal injuries resulting from the Prohibited Use of the Motorcycle is covered by the statutory schemes for transport accident compensation in each State or Territory, subject to the conditions and limitations of those schemes. Moto Trekkin may charge any third party property damage or loss arising from a Prohibited Use to your Card provided at the time of rental.
- If the Motorcycle is used for a Prohibited Use, we may terminate the Agreement and take the Motorcycle back at any time at your expense.
- For details on the Moto Trekkin Claims Management Fee, the External Damage Assessment Fee or the Processing Fees, see **Annexure 1 (Charges Explained)** and available online at www.mototrekkin.com.au/chargesexplained.



Important

If the motorcycle is lost or damaged because of a Prohibited Use, you are responsible for:

- cost of repairs or the full value of the Motorcycle;
- the Moto Trekkin Claims Management Fee and the External Damage Assessment Fee, or Administration Fee;
- any towing or storage charges;
- loss of rental income;
- towing and storage charges; and
- other losses or expenses related to the incident including third party costs and losses.

If the Motorcycle is used for a Prohibited Use, to the extent allowed under applicable law, your liability will not be limited to the ADE and our Optional Renter Protection Services will be void. For the full list of **Prohibited Uses**, see page 4.

Calculating and charging for damage

The process set out below for calculating and charging for damage only applies if you did not purchase SuperCover or MAX.

Motorcycles which are lost, stolen or involved in an incident with a third party:

If the Motorcycle is lost, stolen or damaged or a 3rd party is involved in the incident, Moto Trekkin will charge your Card (as defined in **Annexure 1 (Charges Explained)**) at the ADE level indicated on the Rental Agreement, while investigating the incident and assessing the amount of the Incident damages. After the investigation and damage assessment concludes, Moto Trekkin will do one of the following:

- if Moto Trekkin finds that you were not liable for the incident and Moto Trekkin is able to recover the full amount from the third party then the amount charged on your Card will be refunded; or
- if Moto Trekkin finds that you are liable and:
 - » the ADE amount charged on your Card was more than the amount of the Incident Damages, Moto Trekkin will refund you the difference; or
 - » if the amount of the Incident Damages was more than the ADE amount charged on your Card, no further charges will be levied.

Motorcycles which are damaged and do not involve a third party:

If the Motorcycle is damaged and no third party is involved in the incident, Moto Trekkin will notify you (where a valid email address is provided) that a damage incident has been recorded and will commence a damage assessment. After the damage assessment concludes, Moto Trekkin will do one of the following:

- if the assessment determines that you were responsible for the damage then Moto Trekkin will charge your Card (as defined in Annexure 1 (Charges Explained)) with prior notification (where you have provided a valid email address). The amount charged will be the amount Moto Trekkin has assessed as being the Incident Damages up to the ADE amount stated on your rental agreement.

If there has been a breach of a Prohibited Use which has led to loss or damage then you will be liable for all costs and damages associated with the incident. This is the position even if SuperCover, Max or AER has been purchased.

- For details on how Moto Trekkin calculates loss or damage to the Motorcycle and how we will charge you, see **Annexure 3 (Damage Policy)**.

Security:

You are responsible for the security of the Motorcycle and any accessories provided and should try to minimise the risk of theft or vandalism by parking in a safe place. Always remove valuable items such as your phone and or GPS etc and make sure the Motorcycle is locked. You must also comply with our return instructions (see **Return** below).

Purchase of insurance from third party

If you have purchased excess waiver insurance or similar from a third party to cover your liability to Moto Trekkin, you will remain liable for payment to us irrespective of whether you obtain reimbursement from your insurer.

Personal possessions

You are responsible for loss or damage to your or your passengers' personal possessions in the Motorcycle even if it was not your fault. Your liability will not be limited to the ADE. Loss or damage to personal possessions is not covered by the MAX or AER.





Return

Return procedure

- **Requirements:** You must return the Motorcycle to the return location by the date and time stated on your Rental Agreement, or as otherwise agreed with us, or additional charges may apply (see **Variations** below).
- **Prestige/Adrenaline/Dream collection Motorcycles** (refer to www.mototrekkin.com.au/hire for current Motorcycles in these categories): You are not permitted to return a Motorcycle from the Moto Trekkin Prestige, Adrenaline or Dream collection to a location other than the one from which the Motorcycle was picked up, (unless approved in writing by Moto Trekkin). If this occurs, you must pay Moto Trekkin's costs to transport the Motorcycle to the correct location and loss of rental income (as described above).
- **Outside Operating Hours:** You may return the motorcycle outside a Moto Trekkin location's opening hours with our prior agreement, in which case you must:
 - **Parking:** lock the Motorcycle steering lock and park in our car park;
 - **Information:** complete the **Return Details** on the back of this Rental Terms booklet and lodge all applicable documents (such as an **Motorcycle Incident Report Form**) into the key return box.
 - **Keys:** do not give the keys to anybody when you park the Motorcycle, even if they appear to be our employee. Lodge the keys in the location's key box or other such place as advised by Moto Trekkin location staff;
 - **Lost Property:** ensure you remove all your belongings when you return the Motorcycle to Moto Trekkin. We are not liable for property left in the Motorcycle when it is returned to Moto Trekkin. If property is found in the Motorcycle after you leave, we will take reasonable steps to recover and return lost property to you. You may be charged the cost of postage,



Important

You will remain responsible for the motorcycle, including any damage, until we regain possession of the motorcycle.

Variations

- **Change to time or location:** If you want to change the return time or return location or arrange for us to collect the motorcycle, you must call us at the number provided on the Rental Agreement. Any amendment to the agreed return arrangement is at our discretion and may involve additional charges such as the One Way Fee.
- **Wrong location:** if the motorcycle is returned to the wrong location without Moto Trekkin's prior approval, you may be charged the One Way Fee depending on the location where the motorcycle was returned.
- **Early Return:** In certain circumstances, an **Early Return Fee** may apply towards costs we incur if you return the Motorcycle other than at the agreed time. For example, if you have booked a motorcycle for over 7 days on a special rate and you return the Motorcycle within 7 days. For details, see **Annexure 1 (Charges Explained)** or available online at www.mototrekkin.com.au/chargesexplained.

Note

- Your rental charges are calculated in 24 hour periods from the time shown on the Rental Agreement. If you return the motorcycle late you enter into a new 24 hour period and will be charged for that and every successive 24 hour period you enter at a current, standard rate.
- To help you, we typically allow a short '**grace period**' to return the motorcycle without being charged an extra day or 1 hour
- Returning to a different location may incur the One Way Fee and other charges.

See **Annexure 1 (Charges Explained)** or ask at the counter for details.

Charges

Notification: We will check the motorcycle on your return and add any additional charges that may arise from your use of the motorcycle, such as for fuel or Early Return Fee. We will provide you with a revised invoice on return of the motorcycle if the amount owing is different to the estimate of charges provided at the start of the rental. We will charge your Card (as defined in **Annexure 1 (Charges Explained)**) on return of your motorcycle with the additional amounts set out in the revised invoice.

As some charges can't be finally determined on return such as the fines and tolls we receive relating to your rental or damage to the motorcycle, we may recover these additional charges by charging your Card within 60 days after the rental period. We will provide notice to you of these charges by email on request. Email; accounts@mototrekkin.com.au. If these charges are not paid (eg. credit card is rejected or invoice is not paid) for 7 days, you agree that this will be an application by you for credit.

If you do not pay the amounts due to Moto Trekkin under your Rental Agreement (including any credit provided to you) in accordance with this Rental Agreement, you must pay interest calculated at the rate set out in **Annexure 1 (Charges Explained)**.

Please see **Annexure 1 (Charges Explained)** for further information.

Repossession of the motorcycle

- If you fail to return the motorcycle to Moto Trekkin when required under the Rental Agreement (other than due to theft or an accident), and if you fail to comply with a demand by Moto Trekkin to you to return the Motorcycle,
 - Moto Trekkin may take steps to recover and repossess the Motorcycle where and when it is found. You authorise Moto Trekkin to enter any premises owned or occupied by you in order to recover or repossess the motorcycle and you agree to make all reasonable efforts to obtain the right for Moto Trekkin to enter any premises to recover and repossess the motorcycle; and/or
 - May deem the motorcycle stolen and report it stolen. Moto Trekkin may then de-register the motorcycle and you will be responsible for any & all loss (including third party personal and property damage associated with the motorcycle).
- You will be responsible for the rental charges, loss of or damage to the motorcycle (up to the full value of the Motorcycle), the Moto Trekkin Claims Management Fee, External Damage Assessment Fee, any towing and storage charges, loss of rental income, any repossession charges incurred to recover the motorcycle and other losses or expenses related to the incident.
- This liability to Moto Trekkin will **not** be limited to the ADE, and the reduced excess under AER and the zero excess under SuperCover and MAX will not apply to reduce or eliminate this liability.



Important

If you fail to return the motorcycle (other than due to theft or an accident), you are responsible for our loss, damage, expenses and other fees.

Any Optional Renter Protection Services you may have purchased will **not** apply to reduce or limit this liability.





Annexure 1 - Charges explained

Charging your card

- You must pay Moto Trekkin for all charges with a credit, visa/ mastercard debit or charge card that is accepted at the pick up location (**Card**) or by cash.
- You also authorise Moto Trekkin to reserve credit or obtain authorisation on the Card for the amount and the expected cost of the rental plus a security bond or other such amount advised at the time of reservation.
- Moto Trekkin will only accept a cash deposit on some rentals (eg. replacement Motorcycles booked by insurers). Even if Moto Trekkin accepts a cash deposit, Moto Trekkin may not have sufficient cash at the return location to reimburse you in full. An Electronic Funds Transfer (EFT) will be processed within 7 days business days of return of the Motorcycle.
- You authorise Moto Trekkin to charge the Card that you provided to pay the rental charges or for the security bond, with any amount that you owe Moto Trekkin under the Agreement up to 60 days after the motorcycle has been returned. If the Card is not in your name, you guarantee that Moto Trekkin has the authority to charge the Card under the Agreement.

Providing credit

We may provide you with credit under the Agreement by deferring payment of your rental charges for 7 days or more. If we do, we will fall within the definition of a 'credit provider' under the Australian Privacy Act 1988, and the Credit Reporting Code registered under that Act.

Depending on who you are and the purpose of your rental arrangement, we may provide you with commercial or consumer credit.

- If you do not pay the full balance of rental charges due on your return of the Motorcycle (for example, because we cannot process the payment on your credit card) you agree that this constitutes an application by you for credit because the payment of this balance will then be deferred by us for at least 7 days. We will notify you of the amount of credit and when payment is due. You agree that on the due date we may process the payment of the full amount on your card.

Interest

Where interest is payable on any outstanding rental charges or other amounts due under the Agreement, this interest will be calculated daily from the next day after the due date up to and including the date of payment at the rate equal to Westpac Banking Corporation standard business overdraft rate plus 2%.

Charges

Your Rental Agreement provides an estimate of the charges applicable to your rental. A table listing individual charges can be found at www.mototrekkin.com.au/qr. These charges may typically include the following:

Compulsory

Rental rate	The daily rental charge noted on the Rental Agreement for each rental day unless otherwise stated in the Rental Agreement or in Additional Terms. The extra hours rate shown on the Rental Agreement is charged for each full or partial hour in excess of a full Rental Day until the amount reaches the cap on the daily rental charge.
Kilometre rate	You may have limited kilometres depending on your pick up location. If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement and may vary based on the type of Motorcycle and the rental location. If you exceed this daily allowance, a charge may apply for the distance covered.
Location Service Fee	Additional at certain locations (e.g. airports and off airport locations) to reflect the higher cost of providing services from there. This fee varies from location to location and can be a flat fee or percentage of charges as shown on the Rental Agreement.
Young rider surcharge	May apply if you or any additional driver is 24 years and under. You will be advised of the surcharge at the time of reservation.
Administration fee	A percentage rate as noted on the Rental Agreement in relation to administration functions undertaken.
Motorcycle registration fee	Fee to cover cost of registration fees for Moto Trekkin Motorcycles.

Optional

Additional Rider	We apply a standard fee for each additional rider added to your rental. You will be advised of the surcharge at the time of reservation.
One-Way fee	May apply if you return the motorcycle to a location different from the start location. You will be advised at the time of reservation if you are permitted to return the Motorcycle to a different location and if so, any applicable fee.
Delivery and collection fees	May apply if you request that your motorcycle is delivered to or collected from a location other than our rental location. You will be advised of the charge at the time of the request.
Optional Renter Protection Services	The Rental Agreement will show if our Optional Renter Protection Services have been accepted or declined by you or are otherwise included in your rate. We also show the Accident Damages Excess (ADE) applicable to your rental (which depends on whether you have SuperCover, MAX, AER coverage selected) and the full charge for the rental period, inclusive of GST.
Optional equipment	The Rental Agreement lists any optional equipment you have selected, such as baby/child seats, and NeverLost® (GPS), showing the full charge for the rental period.
Card surcharge	The percentage rate as noted on the Rental Agreement of any amount charged to a Card.



Total

Estimated rental charges	Your total estimated charges lists the rental rate, discounts and applicable kilometre charges at the start of the rental excluding GST. Charges are 'estimated' because they exclude any potential fuel or other charges you may incur through your
Subtotal	Your subtotal before any applicable fees are applied.
Total estimated rental charges	Total of all estimated charges including GST.

Potential additional fees

You may incur additional fees as a result of your use of the motorcycle or other incidents that occur during the rental (aside from your liability for damage or loss to the Motorcycle). These include the following:

Fuel

Refuelling price	If you don't fill up the Motorcycle on return and haven't opted for FPO or Half Tank of Fuel, we will charge you a price per litre to fill the tank.
Fuel Purchase Option (FPO)	You have the option of paying for a full or half tank upfront at a rate per litre advised to you at the time of reservation (although no refunds are given for any unused fuel).

Motorcycle condition

Fixed claims management fee	Fixed charge to recover our costs for dealing with damage caused to the motorcycle.
External damage assessment fee	Damage assessment fee charged to www.mototrekkin.com.au by an external damage assessor.
Cleaning fee	A charge imposed if the motorcycle is returned outside of the Moto Trekkin "clean return" policy.
Cleaning administration fee	A fixed charge to recover our costs if cleaning is performed by third party or specialised cleaners.

Motorcycle use

Infringement Administration Processing Fee	The amount payable for administrative functions Moto Trekkin undertakes including the payment of, or handling of any claim for, any charges and penalties, such as processing of traffic & parking fines, speeding and traffic infringements.
Toll Administration Processing Fee	The amount payable for administrative functions Moto Trekkin undertakes including the payment of, or handling of any claim for charges and penalties related to the use of toll road. Such as toll way use (where Toll Cover is not purchased).
Breakdown or Roadside Assistance	If the rider is at fault for the problem for which assistance is requested, for example, the motorcycle running out of fuel, or the keys being lost, the charge covers the cost of providing breakdown or roadside assistance. If you're fault, any towing costs will
Towing	Included in the ADE unless the rider has engaged in a Prohibited Use or is otherwise at fault.

Early/late return

Early return fee	May apply if you did not prepay your rental charges, committed to a rental term and then brought the Motorcycle back early. You will only pay for the days used, but we reserve the right to make this charge to compensate us in part for our inability to rent your Motorcycle during the remaining time reserved for your use.
Additional rental days	You may be charged an extra day's rental at the then current rates for each 24 hour period entered into following the return time at then current rental rates, although you are allowed a 'grace period' of • 0 to 59 minutes late: no charge • 60 to 119 minutes late: 1/2 of daily rental charge for that Motorcycle • 120 minutes to one day late: daily rental charge for that Motorcycle Daily rental charge for that Motorcycle for each additional day (or any part thereof) Motorcycle is returned late.
Charges for and interest on amounts due	If you do not pay the amounts due to Moto Trekkin under the term and conditions of this Agreement, (including any credit provided to you) in accordance with the Agreement, you will be required to pay interest calculated daily from the next day after the due date up to and including the date of payment at the rate equal to Westpac Banking Corporation standard business overdraft rate plus 2%. You will also be required to reimburse www.mototrekkin.com.au for its expenses and costs incurred in collecting from you the charges payable under the Agreement and in enforcing our rights.

All fees are calculated in accordance with our current rates and subject to final calculation at the end of the rental.

Please ask at the counter for details or check online at www.mototrekkin.com.au.com.au/chargesexplained.



Annexure 2 - Fuel Policy

Fuel is not included in your rental rate. Your Motorcycle will be provided with a full tank of fuel or if the tank is not full, we will provide you with credit for the missing fuel and you can decide how you wish to pay for the fuel you use during your rental. You have the following options:

Buy a full tank at the start...

- Often referred to as our Fuel Purchase Option (FPO).
- If you purchase a full tank of fuel from us at the start of your rental, you will not need to refill the tank before returning and will have nothing more to pay for fuel.
- This is a good option for high kilometre journeys where you are likely to use a full tank.

Buy a half tank at the start...

- It may be more convenient to pay for a half tank of fuel at the start of the rental and save time on refuelling by returning the Motorcycle with only a half a tank of fuel.
- This is a good option for low kilometre journeys where you are more likely to use less fuel.

Key Information

Fuel Purchase Option (FPO)

We charge you at the start of your rental for a full tank of fuel at a price competitive with local fuel stations. You will have nothing more to pay to us for your fuel. Please note that we do not provide a refund for unused fuel.

Half tank option

We charge you at the start of your rental for a half tank of fuel at a competitive price with local fuel stations and return with only half a tank of fuel. Please note that we do not provide a refund for unused fuel.

Annexure 3 - Damage Policy

Your responsibility for damage to the Motorcycle is set out at the **Damage and Loss** section of the Rental Terms. This policy covers how we assess and charge for damage and how we deal with any disputes relating to damage assessed.

Checking the Motorcycle

We will provide a summary of any damage on the **Motorcycle Condition Report (MCR)** provided or found on the Rental Agreement at the start of your rental. Please check the condition of the motorcycle when you collect it and if there is any discrepancy approach a Moto Trekkin representative and request that the Motorcycle Condition Report be amended or a new report be prepared. You are invited to take a time stamped photograph of the relevant pre-existing damage before leaving the rental location and show a Moto Trekkin representative on return.

We will also inspect the Motorcycle on your return and provide a Motorcycle Incident Report (MIR) to record any new damage, which will not include any fair wear and tear.

Fair wear and tear

This means "ordinary wear due to reasonable use" and includes minor scratches and chips, small dents and normal wear on tyre treads and wiper blades. Review the **Definition of Damage Flyer** found online at www.mototrekkin.com.au/damageflyer or provided at the start of your rental for more detail on what damage goes beyond fair wear and tear.

Return with a full tank...

- Return the Motorcycle with a full tank of fuel purchased from a local fuel station.



Important

Fuel gauges may still indicate that the tank is "full" many kilometres after it was last re-filled. To deal with this, we ask you to refill the tank within **15 km** of the return location and **bring your fuel receipt with you** when returning the Motorcycle. We ask you to present a copy of the fuel receipt to a **Moto Trekkin** employee or leave a copy in the Motorcycle. **If you do not do so, we reserve the right to apply a small charge – please ask at the counter for details.**

... or without refuelling

A good option if you are in a hurry, did not take FPO or a Half Tank of fuel and do not have time to refill the tank on return.



Key Information

Refuelling service charge

We will charge you a price per litre to refill the tank. **These prices are indicated on your Rental Agreement.**

If you have any further questions, please ask Moto Trekkin Representative or www.mototrekkin.com.au when you pick up your Motorcycle.

Damage will be assessed in your absence. If you have taken date & time stamped photograph of the relevant pre-existing damage, show a Www.mototrekkin.com.au representative.

Damage assessment and charging

There are three common scenarios:

- 1. Damage – agreed on return**
For damage agreed with you on return, we will take the relevant photos, create a Motorcycle Incident Report (VIR) and organise a damage cost assessment through a third party.
- 2. Damage – not agreed because you are not present or you are present but disagree with the damage identification.**
If you are not present on return, our counter staff will take the relevant photos of the Motorcycle, create a Motorcycle Incident Report (VIR) and organise a damage cost assessment through a third party.
- 3. Significant damage**
If the damage is significant we will create a Motorcycle Incident Report (VIR), refer it to our damage assessors for evaluation and organise a cost assessment.

Damage

We aim to deal with a damage assessment in a quick and practical way by using a 3rd party repair assessment system. The damage assessment will ensure that you are accurately charged the relevant damage cost assessment.



Notification and evidence of damage

We will provide you with the following documents in respect damage:

- i. a system generated letter detailing the damage to the Motorcycle;
- ii. photos of the damage to the Motorcycle;
- iii. the Rental Agreement listing the date, time and return location and any pre-existing damage;
- iv. the final tax invoice/statement of charges that includes the amount charged for damage to the Motorcycle and other fees and losses related to the damage;
- v. the Motorcycle Incident Report (VIR); and
- vi. a damage cost assessment from a repair body shop and/or the invoice for the repairs.

Charging for damage and other items

We will charge your Card with the amount set out in the final tax invoice that we have sent to you within 60 days of the date you returned the Motorcycle. If we have charged your Card with an estimated amount or the applicable excess, and the amount of final invoice is less than the amount charged, we will reimburse you for the difference.

Damage disputes

- Damage claims are unique and resolution time frames for each claim varies as we are required to liaise with outside parties and arrange for the repair of Motorcycles.
- If you wish to dispute our assessment of damage, please contact the Moto Trekkin Claims Management Team on:
 - Phone: **0423 911 719**
 - Email: **adventure@mototrekkin.com.au**

Additional references

If the Motorcycle has been damaged during your rental, the following pages of this document can be referenced for clarity:

- **Prohibited Uses** refer to page 4
- **Damage and Loss** refer to page 6
- **Accidents** refer to page 6

Annexure 4 - Fuel Policy

We provide Optional Renter Protection Services to cover the principal risks you incur when driving the Motorcycle. These may be included in your rate or available as optional extra products. Key benefits, limitations and exclusions for these products are summarised below.

Collision Damage Waiver (**CDW**) is included in your rental rate and reduces your liability to us for loss or damage to the Motorcycle to the amount of the applicable Accident Damage Excess (**ADE** or **excess**) (stated on your Rental Agreement) which applies to each incident of damage or loss caused except in the event of loss or damage for a Prohibited Use.

Optional Renter Protection Services

We offer the option to purchase Optional Renter Protection Services which may reduce your liability for loss or damage to the Motorcycle which occur during the rental period or result from your use of the Motorcycle.

Optional Rental Protection Services offered by Moto Trekkin are not insurance policies and do not provide protection in the event of loss or damage arising from a Prohibited Use. Excludes infringements including traffic and parking fines, and private parking charges which will be on-charged to your Card, and Fuel.

SuperCover, MAX, AER, Glass & Tyres

Your liability to Moto Trekkin for loss of or damage to the Motorcycle

SuperCover

SuperCover is an **optional** product offered at selected locations and gives you peace of mind for your rental by:

- **Eliminating** your potential liability to us to pay the ADE for loss of or damage to the Motorcycle during your rental by reducing the ADE to zero.
- **Eliminating** your potential liability to us for glass or tyre damage and removing the Young Driver Surcharge.
- **Including** the products and services Maximum Protection Cover (MAX), Premium Roadside Assistance Cover (PRAC) and Personal Accident/Personal Effects (PAPE).
- **Waiving** the fees for Additional Driver, Early Return, Towing, Moto Trekkin Claims Management and External Damage Assessment services.

Maximum Protection Cover (MAX)

MAX is an **optional** product offered at selected locations and gives you peace of mind for your rental by:

- **Eliminating** your potential liability to us to pay up to the ADE for loss of or damage to the Motorcycle during your rental.
- **Eliminating** your potential liability for glass or tyre damage.
- **Waiving** the fees for www.mototrekkin.com.au Claims Management and External Damage Assessment services.

Accident Excess Reduction (AER)

AER is an **optional** product available at selected locations, which reduces your liability to us in the event of loss of or damage to the Motorcycle (and other Incident Damages described in the Damage and Loss section on page 11) from the ADE to the reduced amount specified on the Rental Agreement.

Tyres protection

Tyre protection is an **optional** extra cost product available, which **eliminates** your potential liability to us for standalone damage to the Motorcycle's windscreen, windows, wheels or tyres only.

If you do not purchase tyre protection, you will be charged for standalone damage to glass and tyres in accordance with the charge list that can be found via www.mototrekkin.com.au.com.au/glass@tyre.

Premium Roadside Assistance Cover (PRAC)

Your liability to Moto Trekkin for breakdown costs (which are your fault)

PRAC is an **optional** product available at selected locations, which supplements the **Roadside Assistance** included in your rate. It provides cover for the **Motorcycle recovery and call out costs** you would otherwise be responsible for if the reason for the breakdown or call out was your fault. PRAC does not cover the cost of replacing tyres, battery or other parts.

Toll cover

Pre-pay a flat daily fee to cover unlimited toll charges as advised at the time of reservation.





Annexure 5 - Privacy and credit notice

When you rent a Motorcycle with us, we need to collect, store, use and disclose personal information about you to provide the services you request and for related purposes described below. You agree that you have read and understand that we will process your personal information in accordance with our Privacy Policy. We may also collect the personal information of other authorised drivers and passengers and you agree you have the authority to provide www.mototrekkin.com.au with their personal information and that you have informed them of this Privacy Notice and that www.mototrekkin.com.au will also process their personal information in accordance with its Privacy Policy.

If we provide you with credit, our Credit Policy explains how we manage your credit related information (credit information and credit eligibility information) that we collect and hold about you and our Statement of Notifiable Matters explains disclosures we may make in relation to your credit information and certain rights you have. Please read the section below on credit-related information for further details.

If you do not provide us with the personal information, this may impact on the services we can provide you.

How we collect our personal information

We collect personal information from you when you request our services to rent a Motorcycle, when you pick up and use a Motorcycle (through a Motorcycle Monitoring System), when you provide us with your payment details, if the Motorcycle is in an accident or is reported lost or stolen, when you return the Motorcycle and when you incur charges.

We may take photographs of the Motorcycle when you pick it up and return it, and may operate CCTV cameras at our locations which may include images of you, authorised drivers and passengers.

We may also take a photo of your person and a photo or a photocopy of your drivers licence to confirm the information provided when you request our services to rent a Motorcycle.

Uses and disclosures of your personal information

We use your personal information for our legitimate interests and operations in connection with providing Motorcycle rental and related services including damage monitoring and reporting, responding to accidents and other incidents involving the Motorcycle, processing payments and charges, debt recovery, fraud prevention, insurance claims and credit management.

We may need to disclose your personal information to our related parties, franchisees and agents, insurers, our service providers (including online), to authorities who collect toll charges, fines and other road related charges, to the police on their request, to credit reporting bodies to list commercial credit defaults on their commercial database, to our debt collection agencies and to other parties involved in an accident with the Motorcycle during the rental period or your credit card provider in the event you default on the payment of any monies owing to Moto Trekkin.

Motorcycle

If you use a CDP number (price discount) linked to a company, you agree that we may share your personal information with that

Overseas disclosures

We may disclose your personal information to third parties such as insurance companies, The Australian Federal or state Governments.

Marketing

We may use and disclose your personal information for marketing purposes. We may, with your **consent**, send you direct marketing by one or more methods (such as by email, text message or by post) depending on what you elect to receive and how, how you engage with us and the contact details you provide. You can opt-out of receiving direct marketing at any time by following the unsubscribe function in the message we send or by following the directions in our **Privacy Notice**.

Privacy complaints

Our Privacy Policy explains how to complain if you believe Moto Trekkin has interfered with your privacy and how Moto Trekkin will handle your complaint. Refer to Annexure 6 (Contacts).

Access to and correction of your personal information

You have the right to access on request the personal information we hold about you, subject to certain exceptions. You can also ask us to correct that information. Our Privacy Policy explains how to make access and correction requests and how requests are dealt with.

Your credit related information

We may disclose your credit information to credit reporting agencies, including if you default on making overdue payments in connection with consumer credit we have provided you that is \$150 or more. We may also disclose your credit information and eligibility information to our debt collectors and other credit providers.

You have the right to access on request the credit related information we hold about you, subject to certain exceptions. You can also ask us to correct that information. Our Credit Policy explains how to make and access correction requests and how requests are dealt with in connection with credit related information.

Our Credit Policy explains how to complain if you believe we have not acted in compliance with our obligations as a credit provider under the Privacy Act or the Code and how Moto Trekkin will handle your complaint.

Our Statement of Notifiable Matters compliments our Credit Policy and explains the credit reporting agencies to whom we may disclose your credit information as well as certain rights you have in relation to your credit information (including your right to access or to seek correction of credit information we hold about you, your right to make a complaint to use and to request credit reporting agencies not to use your credit reporting information for pre-screening or direct marketing by a credit provider).

Our Privacy and Credit Policies

Our global **Privacy Policy** is available at www.mototrekkin.com.au/privacypolicy

Our Credit Policy and Statement of Notifiable Matters

Our **Credit Policy** is available at www.mototrekkin.com.au/creditpolicy and our **Statement of Notifiable Matters** is available at www.mototrekkin.com.au/sonm.





Annexure 6 - Contacts

If you need to discuss any aspect of your rental or, ultimately, are not happy with your rental experience, you have the following options:

Ask us ...

If you have any questions or problems during your rental (e.g. to change the Return Time or return location) you can telephone our Customer Care Centre or relevant location at any time using the number provided on the **Rental Agreement**.

You can raise any other issues arising from the rental with our **location staff** on return.

Independent advice

You are, of course, free to continue to seek redress through any other means, such as through the courts, if you remain unsatisfied.

After your rental

Ask our **Customer Care** team.

If you disagree with any charges on your return, or have a complaint relating to your rental experience or privacy, you should:

- call the **Customer Help Desk** on **0423 911 719**; or
- email **Customer Support** at adventure@mototrekkin.com.au

using the contact details provided on the back of the **Rental Terms** and our team will help resolve any issues.

We aim to resolve any customer concerns within 15 days.

