

## RENTAL AGREEMENT

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## RENTAL TERMS & CONDITIONS

These terms and conditions constitute a legally binding agreement (the "Agreement") between OCYCLE PTY LTD (ABN 7 9 670 644 934) of 66 - 68 Batman St, West Melbourne VIC 3003 ("Ocycle", "we", "us", "our") and the person renting an e-bike (Bike) from us, as named in the Ocycle app and web profile filled in at the time of rental (referred to in this Agreement as the "Renter", "you", and "your").

You and Ocycle are collectively referred to as "the parties".

This Agreement is a rental agreement, under which we will lend a Bike to you, in exchange for payment from you for the Term. Nothing in this Agreement is intended to create a consumer lease to which Part 11 of the National Credit Code in Schedule 1 of the *National Credit Protection Act 2009* (Cth) applies.

The precise terms of the Agreement which govern our relationship are set out below. Please ensure that you have read these terms before you agree to them.

Defined terms used in this Agreement are set out in clause 32.

### 1. Term of this Agreement

The Start Date of this Agreement is the date on which you take possession of your Bike from a Ocycle shop or partner shop and pay the Deposit in accordance with clause 4 below.

The Term of this Agreement will end on the End Date of this Agreement. The End Date of this Agreement will be the earlier of the date set out in your Order Confirmation or four months, unless otherwise terminated earlier in accordance with clause 12 or 13 of this Agreement, in which case Ocycle will communicate an Expiry Date to you in accordance with clause 14.

You and Ocycle have the right to terminate this Agreement before the end of the Term – see clause 12 and 13.

### 2. Fixed Term Rental

You have the option of fixing the Term to 3 months ("Fixed Term")

If you are on a Fixed Term and despite any other clause in this Agreement, you cannot terminate this Agreement earlier than 3 months unless you pay an early termination fee of \$200.

For clarity, Ocycle may however terminate this Agreement during the Fixed Term in accordance with this Agreement.

### 3. Rental of Ocycle's Bike

You have agreed to rent from us a bike with the VIN number or/and the plate number set out in your Order Confirmation (the "Bike").

As Renter, you have no right or obligation to purchase the Bike from Ocycle.

### 4. Fees

You agree to pay Ocycle the following:

- (a) Weekly Fees for the rental of the Bike for the relevant plan selected through our Ocycle website or app as set out at clause 5 below;
- (b) any add-ons selected through the Ocycle website or app;
- (c) the Deposit as set out in clause 6 below, and
- (d) any late fees and/or administrative fees incurred in accordance with this Agreement;

(each a "Fee").

### 5. Weekly Fees

Weekly Fees are payable weekly in advance. You are required to select the appropriate Ocycle rental plan through the Ocycle website or app, prior to taking possession of the Bike.

Details about the relevant plans offered by Ocycle for payment of the Weekly Fees are set out in the Ocycle website or app and may be updated from time to time.

The relevant plan must be selected by you upon checkout or in any applicable order form or within the

Ocycle app or website.

## 6. Deposit

We require you to provide a security deposit (the "Deposit").

The Deposit is payable by you on taking possession of the Bike and will be retained by Ocycle as security for the Bike and any other related items that will be in your possession for the duration of the rental.

In the event of loss or damage to the Bike or Lock for which you are liable, Ocycle will (on giving written notice to you), apply the Deposit (or part thereof) to the cost of necessary repairs or replacement. Please refer to our website ([www.ocycle.com](http://www.ocycle.com)) or see instore for our current pricing.

In the event of outstanding rental or repair fees, Ocycle will (on giving written notice to you), apply the Deposit (or part thereof) to the satisfaction of the same.

In the absence of damage, loss or outstanding fees, the Deposit will be refunded to you in full within 10 Business Days of the Expiry Date of this Agreement.

Notwithstanding the foregoing, Ocycle is not obliged to hold the Deposit on trust for you, and you agree that Ocycle is free to treat the Deposit as its own monies, without prejudice to your Deposit refund right (where applicable) described above.

## 7. Payment Terms

You authorize Ocycle to debit your nominated debit or credit card with the amount of the Weekly Fees and any other Fee incurred as and when they fall due.

You must pay all sums that you owe to Ocycle under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

## 8. Acknowledgement

You acknowledge that:

- (a) you have received the Bike;
- (b) you have read and understood this Agreement, the Ocycle Privacy Policy (<https://www.ocycle.com/privacy>), and participated in any onboarding offered by Ocycle at the time of entering into this Agreement and agree to comply with all

obligations under the same;

- (c) if you intend to use the Bike to make deliveries for a delivery company, you authorise us to share your details with the delivery companies you work for to confirm that you have an active account on their platform. Your personal data will at all times be governed by the Ocycle Privacy Policy.

## 9. Upon receipt of the Bike

Where the Bike is protected by packaging material, such material shall be disposed of by you at your cost, unless otherwise required by Ocycle.

## 10. Legal title

Ocycle or its related entities at all times retains legal and beneficial ownership of the Bike and does not pass to you. You must keep the Bike as a fiduciary agent and bailee for and on behalf of Ocycle.

You must not allow anything to occur which might adversely affect Ocycle's right, title or interest in the Bike.

This means that:

- (a) you must not create or allow to be created over the Bike any lien, charge or other security or lend, lease or sell or otherwise part with possession of the Bike or represent you may do these things (save as expressly authorised by this Agreement or by Ocycle);
- (b) you must not do anything that may cause any insurance of the Bike that Ocycle has to become void or voidable;
- (c) you must ensure the Bike is clearly identifiable as belonging to Ocycle and not remove any identifying mark on the Bike; and
- (d) you must inform Ocycle immediately if you become or are reasonably likely to become subject to any of the events or circumstances set out in clause 15.

## 11. Risk

Whilst title and legal ownership in the Bike remains at all times with Ocycle, risk in the Bike transfers and remains with you from the Start Date and until the Expiry Date of this Agreement or until Ocycle confirms otherwise in writing to you, whichever is the earlier.

## 12. Termination by Either Party

Except if you are on a Fixed Term, either party may terminate this Agreement by giving the other party seven (7) Business Days' notice in writing, except where this date would be on a date later than the End Date of this Agreement. Except as provided for in the rest of this clause 12, neither party may terminate the Agreement within seven Business Days of the End Date of this Agreement.

## 13. Termination by Ocycle

Ocycle may terminate this Agreement immediately by giving you notice in writing in the following circumstances:

- (a) a Fee remains outstanding for more than seven (7) Business Days from the date on which it falls due; or
- (b) if you are a natural person, you cease to be of full legal capacity or otherwise become incapable of managing your own affairs for any reason; or
- (c) if you are a person that is a body corporate, you suffer any of the following insolvency events:
  - (i) an administrator being appointed to the person;
  - (ii) a Controller (as defined in the *Corporations Act 2001* (Cth)) or analogous person being appointed to the person or any of the person's property;
    - 1. an application being made to a court for an order to appoint a Controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; or
    - 2. an appointment of the kind referred to in subparagraph 2. being made (whether or not following a resolution or application);
  - (iii) the holder of a Security Interest or any agent on its behalf, appointing a Controller or taking possession of any of the person's property (including

seizing the person's property within the meaning of section 123 of the Personal Property Securities Act 2009(Cth) ("PPSA") or otherwise enforcing or exercising any rights under the Security Interest or Chapter 4 of the PPSA;

- (iv) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (v) an application being made to a court for an order for its winding up;
- (vi) an order being made, or the person passing a resolution, for its winding up;
- (vii) the person:
  - 1. suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
  - 2. being unable to pay its debts or otherwise insolvent;
- (viii) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (ix) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- (x) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by Ocycle.

If Ocycle terminates this Agreement in accordance with this clause 13, you must immediately return the Bike to Ocycle in accordance with the instructions given in the notice.

## 14. Return of the Bike

On termination of this Agreement by Ocycle under clauses 12 or 13, Ocycle will set out an Expiry Date

in the notice of termination provided to you.

If you terminate this Agreement under clause 12, Ocycle will set out an Expiry Date in our acknowledgement of your termination notice.

On or before the Expiry Date, you must return the Bike:

- (a) to a designated Ocycle location, on or before the Expiry Date, during operating hours; and
- (b) in the same condition as it was upon taking possession, save that any reasonable and fair wear and tear is accepted.

The Bike will be deemed returned to the possession of Ocycle when Ocycle or their authorised representative acknowledges receipt of the Bike in writing.

Weekly Fees will continue to apply for each week between the date of notification of termination and the Expiry Date, including the week of the Expiry Date or, if you fail to return the Bike as set out above or as otherwise instructed by Ocycle, the date that the Bike is returned to Ocycle.

If you do not return the Bike on the Expiry Date:

- (a) you must pay Ocycle Weekly Fees for each week between the Expiry Date and the date the Bike is returned, including the week of the Expiry Date;
- (b) after written notice to you and if the location of the Bike is unknown, Ocycle may report the Bike as stolen to the Police;
- (c) you must compensate Ocycle for any reasonable costs incurred in recovering the Bike; and
- (d) you irrevocably grant to Ocycle or its related entities, including its employees, contractors and agents the right to take possession of the Bike, without demand or notice, wherever the Bike may be located, without any court order or other process of law, if permitted by applicable law, and you hereby waive any and all damages occasioned by Ocycle or its related entities, including its employees, contractors and agents taking possession of the Bike including any claim for trespass.

## 15. Late, Missed or Overdue Payments

If any Fee is not made for any reason (for example, if there are insufficient funds available in the nominated account), you will incur an administrative fee of \$10. The administrative fee applies for every missed payment where an attempt is made to process a payment and it is returned by the relevant financial institution.

Ocycle, without prejudice to its other rights, reserves the right to charge interest on the amount due and unpaid at the rate of .5% above the Consumer Price Index as at that date on all amounts outstanding. Interest shall accrue on a daily basis on all unpaid sums and will apply from the due date for payment until actual payment is received by Ocycle in full (whether before or after judgment).

Ocycle may also refer the matter to a debt collector or solicitor for collection of fees outstanding and repossession of the Bike, if applicable, in which case you will be liable to pay to Ocycle all reasonable fees and charges payable in respect of the debt collector's fees (including any commission), costs associated with recovering possession of the Bike and solicitor's fees on a full indemnity basis.

## 16. Personal Properties Securities Register

You acknowledge that Ocycle may have, now or in the future, a Security Interest in the Bike. Ocycle reserves the right to perfect its interest, including by registering its interest in the Bike on the PPSR, if Ocycle forms the opinion that it is necessary to do so to protect its reasonable commercial interests. In that event, Ocycle may require you to reimburse them the costs of perfection on written notice.

## 17. Location Sharing

You consent to share location data with Ocycle. You may revoke this consent via a written request to Ocycle and swapping the Bike for one that is not GPS-enabled. Ocycle agrees not to share your location data with any third party without your consent or without removing your identity. Your personal data will at all times be governed by the Ocycle Privacy Policy.

## 18. Authorised Use

Ocycle authorises you to use the Bike during the Term for Authorised Business Use and/or Authorised Personal Use, provided that such use must not involve Unauthorised Use.

Authorised Business Use includes commercial delivery services, such as document or food delivery, in accordance with local road rules and legislation.

Authorised Personal Use includes operation of the Bike on roads in accordance with local road rules and legislation.

Unauthorised Use includes (but is not limited to) any business or personal use involving:

- (a) the operation of the Bike by any person other than you; and
- (b) the carriage of any person in addition to you; and
- (c) the towing of another person, vehicle or other object; and
- (d) the operation, use or involvement in any way of the Bike in violation of any laws or for an illegal purpose; and
- (e) any race or competition; and
- (f) the operation of the Bike outside of reasonable and safe parameters and in any negligent manner.

## 19. Ocycle Warranty

Ocycle represents that, to the best of its knowledge and belief, the Bike is supplied to you at the commencement of the Term:

- (a) in sound and safe condition, suitable for Authorised Use; and
- (b) free of any known faults or defects that would affect its safe operation under normal use; and
- (c) in accordance with the manufacturer's standards.

Apart from this and any other warranty or guarantee set out in this Agreement, or which you are entitled to by law, Ocycle excludes all other warranties or guarantees.

## 20. Australian Consumer Law

Our products and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this agreement impacts your rights under Australian Consumer Law, including your right to a remedy if we fail to meet a consumer guarantee.

## 21. Limitation of Liability

Where our products and/or services fall within the scope of the Australian Consumer Law, our liability will be limited to the extent permitted under

Australian Consumer Law to (at our option) supplying the goods or services again or the cost of replacing the goods or having the services supplied again. We specifically exclude liability for consequential loss, including loss of business profits (except to the extent that any such consequential loss is incurred because of a failure to meet a consumer guarantee under the Australian Consumer Law).

Where our services fall outside the scope of the Australian Consumer Law, we exclude all liability to you to the extent permitted by law (including liability for consequential loss, including loss of business profits) and you hereby waive, release and discharge, on a continuing basis, all claims you have or may have against us relating to the provision of the services, however arising.

However, nothing in this Agreement is intended to exclude our liability for fraud, negligence or wilful misconduct of us, our employees, agents or contractors.

Ocycle shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it promptly notifies the Renter of the Force Majeure event and its expected duration and uses reasonable endeavors to minimize the effects of that event.

## 22. Your Warranties

You warrant that you:

- (a) have been advised by Ocycle that it is recommended you obtain and maintain appropriate public liability insurance coverage for loss or damage caused to persons or property in connection with your use of the Bike;
- (b) will only use the Bike for an Authorised Use;
- (c) will not use or permit the Bike to be used for any Unauthorised Use; and
- (d) will, at all times during the Term while the Bike is not in use, lock the Bike using the supplied Lock in accordance with all reasonable directions of Ocycle, including as set out in the Safety, Security and Maintenance Guide, as amended from time to time.

You indemnify Ocycle in respect of any loss or damage arising out of any warranty given in this

clause 22 being incorrect or any breach of any such warranty and will be solely responsible for all loss and damage so arising, including (but not limited to) all associated, tickets, fines, and fees.

### 23. Responsibility for and costs incurred as a result of loss and damage including theft

You hereby acknowledge that you are liable for:

- (a) the loss of, and all damage to, the Bike during the Term of this Agreement, including as a result of theft of the Bike; and
- (b) all damage to any person or the property of any person:
  - (i) which is caused or contributed to by you or any person you allow to drive the Bike, including flat tyres; or
  - (ii) which arises from the use of the Bike by you or any person you allow to drive the Bike.

If the Bike is lost or stolen, you will be liable to pay Ocycle \$3,200, being the replacement value of the Bike, plus any additional costs incurred by Ocycle incidental to the loss or theft of the Bike ("**Loss or Theft Costs**"). Such amounts payable are fair and reasonable and constitute a genuine pre-estimate of the losses suffered by Ocycle in the event of the loss or theft of the Bike. You agree to pay such amount immediately on demand by Ocycle.

In the event of theft of the Bike, you agree to:

- (a) Create a police report and provide details to Ocycle as soon as reasonably practicable after the Bike has been stolen;
- (b) Complete our theft form (available from our website and app) as soon as reasonably practicable after the Bike has been stolen;
- (c) Return all the accessories (battery, charger, locker, keys, etc) which have not been stolen and are in your possession to the nearest Ocycle location as soon as reasonably practicable after the Bike has been stolen;
- (d) Provide such reasonable evidence that you locked the Bike correctly by speaking with our Ocycle staff at the nearest Ocycle location.

In the event of loss or damage to the Bike or other loss or damage arising in connection with the use of the Bike other than as a result of theft of the Bike, you must:

- (a) Promptly report the incident in writing to Ocycle and provide Ocycle with details of the incident including:
  - (i) an accurate description of the incident e.g. state lost or damaged and the location;
  - (ii) name, address and license number, of any other person involved;
  - (iii) registration of any other vehicles involved;
  - (iv) names and station of any police officers involved; and
  - (v) any other information reasonably requested by Ocycle; and
- (b) return all parts of the Bike which have not been lost or damaged (battery, charger, locker, keys, etc) to the nearest Ocycle location.

You accept that GPS device services are necessary in order to protect our bikes against theft and enhance recovery. Ocycle may request you to attend your nearest Ocycle location for a GPS device service. Any location data and your personal data will at all times be governed by the Ocycle Privacy Policy.

### 24. Reduction of Loss or Theft Costs

On entering into this Agreement, you may have the opportunity to limit your liability for the payment of Loss or Theft Costs by way of entering into a Loss or Theft Plan (separate terms and conditions will apply).

Under a Loss or Theft Plan, your liability for payment of Loss or Theft Costs will be limited in accordance with the plan you have chosen, as long as you are not otherwise in breach of this Agreement and providing you are no more than 1 week in arrears with payment of Weekly Fees.

For clarity the Loss or Theft Plan only covers circumstances where the Bike is lost or stolen. It does not cover any loss or damage to the Bike as a result of, for example, an accident, weather damage or tipping the Bike.

### 25. Maintenance, Security and Safety

You hereby agree to comply with the following for the Term:

- (a) maintain the Bike to the same standard in

which the Bike is supplied to you in (including by complying with all additional servicing or repairs recommended by Ocycle at any service);

- (b) complete the safety and maintenance checks outlined in the Ocycle Safety, Security and Maintenance Guide;
- (c) keep the Bike locked to an immovable object (e.g. post or railing) using the Lock provided by Ocycle when it is unattended;
- (d) comply with all applicable transport laws;
- (e) attend at a nominated Ocycle location with the Bike for the Bike to be serviced every 2000-2500km travelled;
- (f) attend at a nominated Ocycle location with the Bike as directed by Ocycle for a service within 7 days of being requested to by Ocycle;
- (g) refrain from servicing or causing the Bike to be serviced otherwise than at a designated Ocycle location.

Regular servicing as set out above is necessary for Ocycle to ensure the continued safety of the Bike. It is critical to your ongoing use of the Bike that you attend scheduled services as set out above. If you fail to attend a scheduled service as required, a late fee for every kilometre travelled over 1200km since the Bike's last service may be incurred.

Standard services are provided at no cost to you during the Term, however if Ocycle or their representative identifies any damage requiring repair (apart from fair wear and tear), including (but not limited to) a flat battery, flat or punctured tyre, lost keys to Locks or other accidental damage, you will be responsible to pay for such repairs, unless the cost of these repairs is covered by your Plan. Refer to Ocycle's website ([www.ocycle.com.au](http://www.ocycle.com.au)) for current scope of the standard services provided by Ocycle and pricing which may be updated by Ocycle from time to time. Any changes made will feature on this webpage, and it is your responsibility to check it regularly, so you are always aware of the latest services and pricing.

Ocycle is committed to organising additional services if they become aware of any potential issues or faults with the Bike. Accordingly, it is critical to your ongoing use of the Bike that you attend unscheduled services as directed by Ocycle.

The late fees set out in this clause 25 have been designed to protect the interests of both parties in the continued safety of the Bike and riders.

## 26. Notice

When a notice must be provided in writing by Ocycle to you or you to Ocycle, it may be provided by letter, email, SMS or via our app.

We may send notices to you at your last known home or email address, telephone number or other contact details.

You must send notices by email to our customer service team at [hello@ocycle.com.au](mailto:hello@ocycle.com.au) or contact Ocycle by accessing the website ([www.ocycle.com.au](http://www.ocycle.com.au)).

Unless specifically stated otherwise in this Agreement, any notice given by Ocycle to you or you to Ocycle will be deemed given and received if:

- (a) delivered by hand to the recipient's last known home or work address, at the time of delivery;
- (b) sent by first class post on a Business Day, the next Business Day or second Business Day after posting if not sent on a Business Day;
- (c) sent by email or via the app on a Business Day before 4pm, one hour after sending; and
- (d) sent by email at any other time, 9:00 am on the next Business Day.

## 27. Dispute Resolution

If a complaint or dispute arises out of or in connection with this Agreement or its performance, validity or enforceability (a "Dispute") then, except as specifically stated otherwise in this Agreement, the parties shall follow the procedure set out in this clause 27.

If either party wishes to raise a Dispute, then they must notify the other party in writing as soon as possible. The notification should include details of the Dispute, the outcome the party desires, and any actions that they believe will settle the Dispute.

Once notification of a Dispute has been received, the parties shall attempt to resolve the Dispute in good faith.

If the parties are, for any reason, unable to resolve the Dispute within 20 Business Days of the receipt of the notice, then the Dispute shall be referred to a



formal mediation process. The parties must agree on the selection of a mediator or, where agreement cannot be reached, refer the Dispute for mediation to a mediator appointed by the Chair of Resolution Institute.

No party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute (except where they seek urgent interlocutory relief) until it has attempted to settle the Dispute by mediation and either:

- (a) the mediation has terminated; or
- (b) the other party has failed to participate in the mediation having had reasonable opportunity to do so.

Any court proceedings must be conducted in accordance with clause 31.

All communications made by the parties arising out of this dispute resolution clause are confidential and to the maximum extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

For avoidance of doubt, nothing in this clause 27 prohibits, prevents or delays Ocycle from engaging the services of a debt collector or solicitor to recover overdue amounts.

This clause 27 survives termination of this Agreement.

## 28. Assignment

You may elect to assign your rights and obligations under this Agreement to another person, subject to Ocycle's written approval. Such approval may be subject to the provision of additional information and conditions. Ocycle's decision on assignment will be final. In the event of an assignment, you must pay all charges up and including the effective date of assignment.

## 29. Relationship of Parties

This is a contract for supply of goods and services and is not intended to create any other relationship between the parties.

## 30. Changes to terms

This Agreement may only be amended by the mutual agreement of the parties.

## Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the State New South Wales within the Commonwealth of Australia. The parties irrevocably agree that the courts of that State and courts of appeal from them, shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

## 31. Definitions

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

**Authorised Business Use** has the meaning given to it in clause 18.

**Authorised Personal Use** has the meaning given to it in clause 18.

**Bike** has the meaning given to it in clause 2.

**Business Day** means a day on which banks are open for business in Sydney, New South Wales, other than a Saturday, Sunday or public holiday.

**Consumer Price Index** means the percentage increase in price for a fixed basket of goods and services purchased by the average household in 8 capital cities around Australia for the year to the latest quarter, as determined by the Australian Bureau of Statistics.

**Corporations Act** means the *Corporations Act 2001 (Cth)*.

**End Date** means the date on which you are required to return possession of the Bike to Ocycle, should this Agreement continue for its full Term .

**Expiry Date** means the day on which this Agreement between you and Ocycle ends, either when the Term of this Agreement expires (the End Date) or if terminated earlier under clauses 12 or 13, the date notified to you by Ocycle under clause 14.

**Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay and any consequences related to Covid or any

pandemic or epidemic and any government restrictions to which a party is subject is not Force Majeure.

**Lock** means the bicycle lock provided to you by Ocycle for the purposes of securing the Bike when leaving it unattended.

**Order Confirmation** means the order confirmation that you receive from us after placing your order for a Bike.

**PPSA** means the *Personal Properties Securities Act 2009* (Cth).

**PPSR** means the Personal Properties Securities Register, given effect by the PPSA.

**Safety, Security and Maintenance Guide** means the Ocycle's Safety, Security and Maintenance Guide that will be given to you on your initial collection of the Bike from Ocycle.

**Security Interest** has the same meaning given to it in the PPSA.

**Start Date** has the meaning given to it in clause 1.

**Term** means: the period between the Start Date and the Expiry Date of this Agreement, which shall not exceed four months.

**Unauthorised Use** has the meaning given to it in clause 18.

**Weekly Fees** means the weekly rental fees payable by you to Ocycle.

## 32. Interpretation

In this Agreement the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

- (a) Headings and subheadings are for convenience only and do not affect the interpretation of this Agreement.
- (b) References to clauses, schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the schedules, annexures, appendices, attachments and exhibits to, this Agreement.
- (c) References to parties are references to the parties to this Agreement.
- (d) References to a party to any Agreement or document include that party's permitted

assignees and successors, including executors and administrators and legal representatives.

- (e) Words denoting the singular include the plural and words denoting the plural include the singular.
- (f) Words denoting any gender include all genders.
- (g) The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.
- (h) A reference to any Agreement or document (including this Agreement) includes any amendments to or replacements of that document.
- (i) A reference to a law includes:
  - (i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
  - (ii) any constitutional provision, treaty or decree;
  - (iii) any judgment;
  - (iv) any rule or principle of common law or equity, and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.
- (j) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or this Agreement.
- (k) A reference to time is a reference to the time in Sydney, Australia unless otherwise specified.
- (l) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (m) If any act is required to be performed under this Agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day.

- (n) If any act is required to be performed under this Agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.
- (o) A reference to an amount of dollars, Australian dollars, \$ or A\$ is a reference to the lawful currency of the Commonwealth of Australia, unless the amount is specifically denominated in another currency.
- (p) Specifying anything in this Agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.
- (q) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.