



Website Terms & Conditions

(as at 25 July 2022)

1. GENERAL

Gold Coast Motorcycle Rental (ABN 48695405426) ("we", "us", "our") is committed to providing quality products and services to you and these terms and conditions (the "Terms and Conditions") govern the use of www.goldcoastmotorcycl rental.au (the "Site"). The Site is an ecommerce website owned and operated by Gold Coast Motorcycle Rental.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

These Terms and Conditions contain a dispute resolution clause which impacts your rights in regard to resolving disputes. Please read it carefully.

2. INTELLECTUAL PROPERTY

All content published and made available on our Site is the property of Gold Coast Motorcycle Rental and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.



www.goldcoastmotorcycl rental.au



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office@goldcoastmotorcycl rental.au



PO Box 134, Southport BC, QLD 4215

3. ACCEPTABLE USE

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

4. USER CONTRIBUTIONS

Users may post the following information on our Site:

- Public comments.
- Product reviews.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.



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5. ACCOUNTS

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes, by accessing the 'My Account' portal on our website, or by contacting us via email.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

6. SALE OF GOODS AND SERVICES

These Terms and Conditions govern the sale of goods and services available on our Site.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You

agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Specific terms and conditions exist for motorcycle rentals and gift card purchase and redemption. Please refer to these documents on our website as/when required.

For purchase of any merchandise listed on our website, payment must be made in full when products are ordered.

7. THIRD PARTY GOODS AND SERVICES

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

8. PAYMENTS

We accept the following payment methods on our Site:

- Credit/Debit Card
- PayPal

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.



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9. SHIPPING AND DELIVERY

When you purchase merchandise from our Site, the goods will be delivered through one of the following methods:

- Standard delivery by Australia Post; or
- Pick up from our store.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and public holidays.

You will be required to pay any delivery charges in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

10. REFUNDS

10.1. Refunds for goods

Refund requests for merchandise must be made within 30 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken;
- Good does not match description; or

- Good is the wrong size.

10.2. Refunds for services

All services sold on our Site are non-refundable.

11. RETURNS

Returns can be made by mail. To return a good by mail, pack your goods and attach the return label that was included in your package. Go to your nearest post office and pay the necessary postage. Alternatively, you can drop the goods at our store.

12. CONSUMER LAW PROTECTION

Where the *Australian Consumer Law*, Schedule 2 of the *Competition and Consumer Act 2010*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Website Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

13. LINKS TO OTHER WEBSITES

Our Site may contain links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.



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14. LIMITATION OF LIABILITY

Gold Coast Motorcycle Rental and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

15. INDEMNITY

Except where prohibited by law, by using this Site you indemnify and hold harmless Gold Coast Motorcycle Rental and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

16. APPLICABLE LAW

These Website Terms and Conditions are governed by the laws of the State of Queensland.

17. DISPUTE RESOLUTION

Subject to any exceptions specified in these Terms and Conditions, if you and Gold Coast Motorcycle Rental are unable to resolve any dispute through informal discussion, then you and Gold Coast Motorcycle Rental agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Gold Coast Motorcycle Rental.



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Notwithstanding any other provision in these Terms and Conditions, you and Gold Coast Motorcycle Rental agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

18. SEVERABILITY

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

19. CHANGES

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

20. CONTACT

If you have any queries, concerns or complaints about our Website Terms and Conditions please contact us via email. You can also contact us through the contact form available on our Site.



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