

**Email: [help@ezyrev.com.au](mailto:help@ezyrev.com.au) SMS: 0450 EZYREV (0450 399 738) TEL: 1300 EZYREV (1300 399 738)**

**Schedule A**

Delivery Date:

Before:

After:

Stairs   
Help

**The Customer**

Full Name:

Address:

Home Number:

Work:

Mobile:

Email:

Item 1: **Equipment** (Value)

Item 2: **Rental Fee** (Rent to Buy price)

Item 3: **Stored**

Item 4: **Start Date**

1-14 DAYS

15-30 DAYS

Same as Customer  
Address unless  
advised otherwise

/ /

\$149

\$299

**EZYREV 120** (\$1999)

(\$1850)

(\$1700)

**EZYREV 110** (\$1999)

(\$1850)

(\$1700)

**EZYREV 100** (\$1999)

(\$1850)

(\$1700)

Item 5: **Finish Date**

**EZYWHEEL180** (\$2499)

(\$2350)

(\$2200)

**\$300 Deposit**

/ /

**EZYWHEEL120** (\$2499)

(\$2350)

(\$2200)

**\$300 Deposit**

**EZYWHEEL100** (\$1999)

(\$1850)

(\$1700)

**AMOUNT PAYABLE ON DELIVERY (INCLUDING DEPOSIT WHERE APPLICABLE): \$**

We deliver/pickup at front gate on the ground floor. Our driver can assist carrying equipment inside/outside at customer's request/responsibility.

I hereby declare that I have read the **Schedule A, EZYREV Rental Agreement** and **User's Safety Guidelines and Tips** and agree to abide by the terms, conditions, and guidelines outlined. I hereby authorize EZYREV's use of my personal information in order to provide the requested Product/Service as outlined in Schedule A. This information will be strictly confidential and only used for this purpose.

Customer:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_

Please print full name

Please sign here

Please put date

Australian Driver License or Passport Number: \_\_\_\_\_

**PAYMENT OPTIONS:**

**Delivery**

Cash

I / We request you, EzyRev, to arrange for funds to be debited from my / our nominated account at the financial institution according to the specified schedule and attached Direct Debit (DDR) Service Agreement.

Direct Debit\* Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_

Account Name: \_\_\_\_\_

BSB No. (must be 6 digits) \_\_\_\_\_ Account Number: \_\_\_\_\_

Schedule: Date of first payment: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Number of payments:  Continue until further notice **OR**  Stop after \_\_\_ payments

Visa\* Name on Card: \_\_\_\_\_ Expire: \_\_\_ / \_\_\_

Mastercard\* Card number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

\*Requires Signature (if joint account for Direct Debit, both account holders must sign above)

**NOTE:** After initial rental term, lease becomes auto-debit via nominated payment method unless Customer informs EZYREV to collect the equipment at least 7 days before Finish Date. Overdue lease payments will incur a Late Payment Fee of \$25 / month

**Renewal / Rent to Buy**

Deposit **Westpac: Ezyrev BSB: 034 154 Account Number: 242 470**

Branch Deposit: put last six digits of your home phone number as reference

Netbank transfer: put your full name and suburb as reference

Cheque / Money Order Name on Cheque/ money Order: **EzyRev**  
Post to: **EzyRev PO Box 306 Helensvale Qld 4212**

## **CUSTOMER DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT**

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between EZYREV and yourself. It also sets out your rights and your responsibilities to us together with where you can obtain assistance.

### **How to Contact Us / Enquiries**

Direct all enquiries to us, rather than to your financial institution. These should be made at least 7 working days prior to the next scheduled drawing date. You may contact us using the email, SMS or phone number at the heading of this page.

### **Our Commitment to You**

Initial terms of the arrangement

In terms of the direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account for the agreed amount.

### **Drawing arrangements**

- The first drawing under this Direct Debit arrangement will occur on the date nominated on the direct Debit Request.
- If any drawing falls due on a non-business day, it will be debited to your account on the next business day following the scheduled drawing date.

- We will give you at least 14 days notice in writing, by e-mail or by phone when changes to the initial terms of the arrangements are made. This notice will state the new amount, frequency, next drawing date and any other change to the initial terms.

- If you wish to discuss any changes to the initial terms, please contact us.

### **Your Rights**

Changes to the arrangement

If you want to make changes to the drawing arrangements, contact us. These changes may include:

- deferring the drawing; or
- altering the schedule; or
- stopping an individual debit; or
- suspending the DDR; or
- cancelling the DDR completely.

### **Confidentiality**

All personal customer information held by us will be kept confidential except information provided to our financial institution to initiate the drawing to your nominated account.

Disputes

- If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly by contacting us.

- If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim:

within 5 business days (for claims lodged within 12 months of the dispute drawing);

OR

within 30 business days (for claims lodged more than 12 months after the disputed drawing)

- You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.

### **Your Commitment to Us**

It is your responsibility to ensure that:

- your nominated account can accept direct debits (your financial institution can confirm this); and
- that on the drawing date there are sufficient cleared funds in the nominated account; and
- that you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonoured by your financial institution, we may re-draw on your account after four (4) business days, or contact you to arrange alternate payment. Any transaction fees payable by us in respect of the above may be added to your account.

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## User Safety Guidelines and Tips

To ensure your safety and peak maintenance of the equipment we require that you read and acknowledge having read the following tips:

### ESSENTIAL:

- 1 This equipment is for home and domestic / personal use only - Not for commercial use
- 2 Keep children away from the equipment
- 3 Ensure there are no objects near the machine which could hurt you should you fall
- 4 Unplug the equipment power cord during storms to protect against power surges
- 5 Keep drink and food stuffs away from the equipment
- 6 Only use speeds you can handle, higher speeds may cause injuries

**It is the renter's responsibility to ensure all users read the Safety Guidelines and User's Manual (available online at [www.EZYREV.com.au](http://www.EZYREV.com.au)) before using the equipment**

### EZYREV RENTAL AGREEMENT

BETWEEN: **EZYREV (ABN: 90 908 275 855)**  
Of **PO Box 306 Helensvale Qld 4212 Australia**

AND: The Customer (see Schedule A for full details)

### TERMS AND CONDITIONS

The Customer hereby agrees to rent from EZYREV the Equipment as listed in Item 1 of Schedule A under the following terms and conditions:

#### 1. Rental Period

Unless otherwise agreed in writing, Equipment is rented on a calendar quarterly basis commencing on the date of delivery of the Equipment and terminating at 1600 hrs on the last business day prior to the quarterly anniversary of the date of delivery.

#### 2. Rental Fees

Customer shall pay the rental fee as specified in Item 2 of Schedule A to EZYREV by fixed installments in advance, with the first installment due on the Start Date of the rental period, as specified in Item 4 of Schedule A.

In the event that Equipment is not returned by the Finish Date as specified in Item 5 of Schedule A, then a further fee shall become due and payable and shall continue to accrue on the monthly anniversary until the Equipment is returned. In the event that Equipment is returned prior to any monthly anniversary then EZYREV may give a rebate on the rental but is not obliged to do so.

No claim shall be made or maintainable if EZYREV determines not to give a rebate. EZYREV may require a deposit from some renters (such as from renters without a landline phone number).

#### 3. Other Charges

Customer shall be responsible for reimbursement to EZYREV of any government charges, duties or GST applicable by virtue of this transaction.

#### 4. Customer Covenants

Customer agrees that:

- (A) The Equipment remains the property of EZYREV;
- (B) Customer shall not sell, charge, pledge or part with the Equipment;
- (C) Customer shall keep Equipment at the address as specified in Schedule A;
- (D) Customer shall use Equipment in a careful and proper manner at all times;
- (E) Customer shall notify EZYREV immediately if any court judgment or order is levied against Customer or the property of Customer, or if a petition is presented for the liquidation of the Customer or a receiver is appointed or a scheme of arrangement is proposed; and
- (F) Customer shall permit EZYREV or its agents to enter the premises where Equipment is located, provided reasonable notice is provided, in order to inspect Equipment or carry out maintenance to the equipment.

#### 5. Warranty

EZYREV warrants that each item of Equipment hired is of merchantable quality and reasonably fit for the purpose for which it was designed. It is for indoor and domestic use only.

#### 6. Maintenance

EZYREV shall at its expense provide regular maintenance and adjustment for Equipment and shall use its best endeavour to repair or replace Equipment which becomes defective during the rental period through no fault of the Customer. In the event that the Equipment does not operate properly, Customer shall notify EZYREV and request instructions before taking remedial action.

#### 7. Early Termination of Agreement

Notwithstanding the rental period, EZYREV expressly reserves the right of early termination of the rental agreement, which may be exercised on demand and at the discretion of EZYREV. In such an event Customer shall forthwith return Equipment to EZYREV. The applicable rental shall be adjusted and payable on a pro rata basis. For the purpose of pro rata, a week shall be of seven days and a month shall be of 30 days.

#### 8. Safekeeping

Customer is responsible for the safekeeping of Equipment and shall be responsible for any loss, theft, damage or destruction of Equipment. In the event that Equipment shall require repair or adjustment as a result of Customer misuse, abuse or negligence, Customer shall bear all costs of any such repair or adjustment including any freight and other associated costs or charges. Customer shall pay to EZYREV the full replacement cost, as assessed by EZYREV of Equipment which is lost, stolen, destroyed or damaged beyond repair. Any item of non-expendable materials (such as and including operations manuals) not returned to EZYREV upon termination of the rental period, shall be charged to the Customer at full replacement cost or \$99 which ever shall be the greater amount.

#### 9. Customer in Default

If Customer is in default of the provisions of this agreement, or has not returned Equipment as due on the Termination Date, Equipment shall, upon request being made by EZYREV, be delivered up by Customer to EZYREV and the rental period shall upon delivery of Equipment to EZYREV under the terms of this Agreement, be terminated but without prejudice to the rights of EZYREV to require Customer to immediately pay such money as may be or become owing by Customer to EZYREV. A monthly late fee as shown in schedule A will apply to all lease payments not made on time. In the event that Equipment is not delivered up by Customer to EZYREV within seven (7) days of a request being made in writing, Customer shall allow EZYREV to enter the premises where Equipment is located during reasonable times and to remove Equipment. Any such removal of Equipment shall not be viewed as a default by EZYREV of any of the terms and conditions contained in this agreement.

**The Customer agrees that if the Customer defaults on our terms of lease, EZYREV may list information about the Customer's credit default with a credit reporting agency.**

#### 10. Liability

In the event that Equipment does not function as warranted or in the event of any breach by EZYREV of the Agreement, then, as far as the law permits, EZYREV's liability, if any, shall be restricted to the amount of the rental for the duration of the rental period during which the breach occurred and EZYREV shall not be liable for any item of consequential loss.

#### 11. Intellectual Property

All rights pertaining to industrial or intellectual property including but not limited to copyrights, patents and trademarks are expressly reserved. Customer shall not and shall not permit or authorise any copying or breach of such rights.

#### 12. Damage or Loss

In respect to damage or loss of Equipment, the rental period shall continue until Equipment has been repaired by EZYREV or replacement costs have been paid by Customer.

#### 13. EZYREV Usage Policy: Strictly domestic and personal use only

EZYREV is not responsible for any personal injury to a participant caused by their participation in, or preparatory to or concluding their participation in, any sporting activity, game, competition, contest, race or performance or the practice, demonstration or trial thereof (whether supervised or unsupervised) including but not limited to equestrian or gymnastic activity and the use of firearms, missiles or explosives of any nature or description.

#### 14. EZYREV Warning:

- 1). Users must read the user's manual and EZYREV User's Guide/Tips before using the machine.
- 2). EZYREV is not responsible for any loss or injury caused by improper usage.
- 3). Equipment program settings have been prepared without taking into account personal objectives or physical needs. Before using the equipment you should obtain medical advice as to the suitability of this equipment for your health needs.  
(Pulse monitors on machines are not of medical standard)
- 4). Please ensure speeds are suitable for the user as unsuitable speeds may cause injury.

#### 15. General

- A) This Agreement constitutes the entire agreement between the Customer and EZYREV.
- B) Statements or representations made by agents, employees, distributors and dealers of EZYREV which add to or vary this agreement or the related documentation do not constitute warranties by EZYREV, do not bind EZYREV and should not be relied upon.
- C) This Agreement may only be modified in a written amendment signed by an authorised officer of EZYREV.
- D) If any provisions of this Agreement are unenforceable, all other will remain in effect.
- E) This Agreement shall be governed by the laws of the state of Queensland, Australia.
- F) The Customer agrees that EZYREV may obtain a consumer credit report containing information about them from a credit reporting agency for the purpose of assessing The Customer's application for Equipment Hire/Provision.
- G) Personal information is collected from The Customer or in respect of The Customer to enable EZYREV to provide or arrange for provision of the product or service requested. By signing this agreement The Customer agrees to our collection, use and disclosure of The Customer's personal information for provision of this product/service.
- H) The Customer will be deemed in possession of the equipment outlined as item 1 (schedule A) until such time as an EZYREV representative picks up the equipment and obtains the Customer's signature on a receipt indicating the return to EZYREV's possession (copy of receipt will be left with the Customer for their records).
- I) We deliver/pickup at front gate on the ground floor. Our driver can assist carrying equipment inside/outside at customer's request/responsibility.