

EQUIPMENT HIRE CONTRACT TERMS AND CONDITIONS – BEAR RENTALS

1. HIRE CONTRACT BETWEEN YOU AND BEAR RENTALS

- 1.1. True North Rentals Pty Ltd ABN 22 156 531 565 T/A Bear Rentals ("Bear Rentals") agrees to hire to you the Equipment for the Hire Period at the Rent and other charges on these terms and conditions. Together with the following documents, these terms and conditions comprise a contract between you and Bear Rentals (the "Hire Contract"), documented in its entirety:
 - 1.1.1.the Accident Waiver and Release;
 - 1.1.2.the Hire Schedule/s whether or not signed by you;
 - and
 - 1.1.3.extra terms specific to the type of equipment listed in the Hire Schedule.
- 1.2. No change can be made to this Hire Contract except with the written agreement of Bear Rentals.
- 1.3. There are no warranties or undertakings by Bear Rentals to you other than what is expressly stated in these terms and conditions.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Hire Contract the Rules of Interpretation apply and capitalised words have the meaning given in the Dictionary in clause 27 unless the context otherwise requires.

3. GOODS AVAILABILITY

- 3.1. Goods can be requested only by rental category and not by make or model; however, Bear Rentals will endeavour to supply goods in the category selected by you on the Hire Schedule (the "Booked Items").
- 3.2. If Booked Items are unavailable as at the start or proposed start of the Hire Period, Bear Rentals reserves the right to substitute the Booked Items with alternative equipment as close a substitute for the Booked Items as soon as possible and Bear Rentals will refund you the difference, if any, between the Hire Charges for the Booked Items and the Equipment.

4. BEAR RENTALS' OBLIGATIONS

- 4.1. Bear Rentals will allow you to take and use the Equipment for the Hire Period, subject to clause 25 below (termination).
- 4.2. Bear Rentals will provide the Equipment to you in a clean condition and good working order.

5. YOUR GENERAL OBLIGATIONS

- 5.1. You acknowledge and agree that:
 - 5.1.1.you are responsible for the Equipment for the Hire Period;
 - 5.1.2.you alone are responsible for selecting the Equipment and satisfying yourself as to its suitability, condition and fitness for the particular purpose for which you require the Equipment;
 - 5.1.3.you do not rely on any representation, warranty or undertaking of Bear Rentals or its Associates as to the Equipment's suitability or fitness for purpose or for your particular purposes;
 - 5.1.4.when using the Equipment you must wear, and ensure every other user of the Equipment wears, any safety gear required for the Equipment including (without limitation) helmets when riding Bear Rentals' bicycles;
 - 5.1.5.you hold all licences and permits necessary to operate the Equipment and that you have the Qualifications to Hire the Equipment;
 - 5.1.6.you must store the equipment safely and securely and protected from theft, seizure, loss or damage;
 - 5.1.7.you will ensure that any other operator of the Equipment holds all licences and permits necessary to operate the Equipment and has the Qualifications to Hire the Equipment;
 - 5.1.8.the Equipment remains the property of Bear Rentals notwithstanding the delivery of the Equipment to you or your possession and use of the Equipment; and
 - 5.1.9.your rights are as a mere bailee of the Equipment with a right only to use them in accordance with and under this Hire Contract.
- 5.2. You undertake that that during the Hire Period:
 - 5.2.1.you will operate the Equipment, and exercise best endeavours to ensure that the Equipment is operated, in a prudent and cautious manner;
 - 5.2.2.you will use the Equipment, and exercise best endeavours to ensure that the Equipment is used, for the purpose for which it was designed and in compliance with all instructions and

- recommendations issued by its supplier or manufacturer;
- 5.2.3. you will operate any Equipment which is watercraft in smooth waters and also without ocean waves, with the exception of body boards and surfboards;
 - 5.2.4. you will at all times keep and maintain the Equipment in proper working order and condition and in good and substantial repair, fair wear and tear excluded;
 - 5.2.5. you must not in any way alter, modify, tamper with, damage or repair the Equipment without Bear Rentals' prior written consent;
 - 5.2.6. you will protect Bear Rental's interest in the Equipment, including making clear to others that Bear Rentals is the owner of the Equipment;
 - 5.2.7. you must not place, or allowed to be placed, on the Equipment any plates or marks that are inconsistent with Bear Rentals' ownership thereof;
 - 5.2.8. you must not deface, remove, vary or erase any identifying marks, plates, number, notices or safety information, on the Equipment;
 - 5.2.9. you must not without Bear Rental's prior written consent agree, or attempt, or purport to agree to, sell, assign, sublet, lend, pledge, mortgage, let on hire, grant a Security Interest in or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Equipment or any part of the Equipment;
 - 5.2.10. you will not operate the Equipment, and will not permit the Equipment to be used or operated by a person, under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
 - 5.2.11. you will not use the Equipment, and will not permit the Equipment to be used, in any race, rally or contest;
 - 5.2.12. you will not use the Equipment, and will not permit the Equipment to be used, to carry illegal, prohibited or dangerous substances including (without limitation) volatile liquids, gases, explosives or other corrosive or inflammable material;
 - 5.2.13. you must comply in all respects with all applicable laws, regulations, requirements and rules reasonably necessary for the safe and lawful operation of the Equipment;
 - 5.2.14. you must not use the Equipment to carry more persons than is permitted by any relevant authority or detailed in the manual for or on the Equipment or as otherwise specified in this Hire Contract;
 - 5.2.15. you will not use the Equipment, and will not permit the Equipment to be used, for the purpose of carrying passengers or property for hire or reward or transporting and haulage of goods other than what might be reasonably expected of a leisure rental;
 - 5.2.16. you must use best endeavours to ensure that the Equipment does not become contaminated with any hazardous substances during the Hire Period;
 - 5.2.17. you will not allow the Equipment to be damaged by operation and/or use through a flooded area or a creek or river crossing;
 - 5.2.18. you will not allow the Equipment to be damaged or potentially damaged by submersion in water or contact with salt water, with the exception of Equipment which is especially designed for use in salt water;
 - 5.2.19. you will not submerge a Bear Rentals' bicycle in water or ride such a bicycle through water nor permit or allow this to occur;
 - 5.2.20. you will not allow the Equipment to be damaged by, incompetent or incorrect use.

6. AGE REQUIREMENTS

- 6.1. All persons hiring Equipment from of Bear Rentals Vehicles must hold the Qualifications to Hire the Equipment. You represent and promise to Bear Rentals that you are 18 years or older with prior experience in use of the Equipment and at least a basic knowledge of its use and operation, physically fit and not been advised by any medically trained professional not to undertake such activities.
- 6.2. Without limiting any of your other obligations under this Hire Contract, you must not allow any persons under the age of 18 to use the Equipment unless you ensure that those persons are at all times adequately and competently supervised in the use of the Equipment.

7. THE HIRE PERIOD

- 7.1. The Hire Period commences on the day which is the earlier of:
 - 7.1.1. when you take possession of the Equipment; or

7.1.2. when we deliver the Equipment to the address you provide us in the Hire Schedule, if you have requested the Delivery/Collection Service for the Equipment.

7.2. The Hire Period ends on the day when the Equipment is returned to Bear Rentals in its entirety and otherwise continues for an indefinite term.

8. HIRE CHARGES

8.1. You agree to pay the Rent for the Equipment in respect of the time period which is the later of: (A) the full Hire Period and (B) the Minimum Hire Period regardless of how long Equipment is in your custody or possession.

Note: there is no Minimum Hire Period for Outdoor Adventure Equipment.

8.2. The Hire Period is computed on a calendar day basis such that the Daily Rate is payable the scheduled date of pickup or drop-off until the date of return inclusive, regardless of pickup or drop-off time.

8.3. Subject to availability, you can extend the Hire Period to a later date, by first obtaining authorisation from Bear Rentals. The extra cost of an extended hire of the Equipment must be paid by credit or debit card on confirmation of the rental extension.

8.4. You also agree to pay to Bear Rentals other fees and charges specified under this Hire Contract relating to your hire of the Equipment.

8.5. If you fail to obtain authorisation for a rental extension, Bear Rentals may charge a late fee of \$150 per day in addition to the Daily Rate.

9. OTHER CHARGES

9.1. In addition to the Rent, you hereby agree to pay:

9.1.1. for any consumables or fuel or lubricant required to operate the Equipment;

9.1.2. the fees for the Delivery/Collection Service outside the Free of Charge Area, as applicable as at the date of this Hire Contract;

9.1.3. any unpaid permits or unpaid entry fees arising from your use of the Equipment and any fines, levies, penalties and any other government charges arising out of your use of the Equipment (each a "Penalty");

9.1.4. an administrative fee of \$60 per Penalty for associated administration costs of Bear Rentals.

10. DISCOUNTS AVAILABLE

10.1. You will qualify for the Multiple Rental Discount if you have more than one booking of Equipment within a three-month period.

11. EQUIPMENT SECURITY DEPOSIT

11.1. On or before pickup of the Equipment you must pay a Security Deposit debited to your credit or debit card immediately. The Security Deposit is fully refundable to you provided you return the Equipment undamaged and have complied fully with this Hire Contract, specifically clauses 14.1 and 14.3 under the heading entitled "Your return obligations", and provided the additional charges under clauses 12, 14.2, 14.4 and 14.5 are inapplicable.

11.2. You authorise Bear Rentals to deduct from the Security Deposit any amounts due to Bear Rentals arising out of this Hire Contract.

12. CLEANING OF EQUIPMENT

12.1. Bear Rentals reserves the right to retain a \$400 soiling fee if the Equipment is not returned in a clean condition.

12.2. If you have contributed to the breakdown, loss or damage to the Equipment, the portion of the Rent applicable to the remainder of the Hire Period will be deemed to form part of the Security Deposit.

13. DELIVERY OF THE EQUIPMENT

13.1. If you collect or receive the Equipment and find that it is broken, damaged or defective, or not in a clean condition, you must notify Bear Rentals within 24 hours after such collection or receipt of the Equipment. If you do not notify Bear Rentals within this time period, the Equipment is assumed to have been collected or received by you in good working order and condition and in a clean condition.

14. YOUR RETURN OBLIGATIONS

14.1. You must return the Equipment to Bear Rentals :

14.1.1. in the same clean condition and good working order it was in when you received it, ordinary fair wear and tear excluded; and

- 14.1.2. to the return location set out in the Hire Schedule; and
- 14.1.3. at the same date and time as the return of a vehicle or camper trailer hired from Bear Rentals (for Equipment which is an Add-On) and otherwise at the time and date as specified on the Hire Schedule (for Equipment which is not an Add-On).
- 14.2. If you do not properly clean the Equipment, Bear Rentals will charge you a cleaning cost in accordance with clause 12.
- 14.3. It is your responsibility to return the Equipment during Ordinary Business Hours, except if you have requested, and Bear Rentals has agreed, to collect the Equipment from you.
- 14.4. You must obtain the prior approval of Bear Rentals if you wish to return the Equipment outside Ordinary Business Hours. If you return the Equipment outside Ordinary Business Hours Bear Rentals shall be entitled to charge a late drop-off fee of up to \$300.
- 14.5. You must not change the drop-off destination from that specified in the Hire Schedule unless you have first obtained authorisation from Bear Rentals. Irrespective of the reason for the change in drop-off destination, an additional fee of up to \$1000 may be charged by Bear Rentals, in the amount notified to you at the time of approval of the change of drop-off destination and this charge is required to be paid immediately via credit or debit card.

15. PAYMENT

- 15.1. You must pay all fees, charges and costs that become due and payable under this Hire Contract free from all deductions and offsets. Each payment must be made by credit or debit card at the time specified in this Hire Contract, and if not so specified, within 7 (seven) days of the date of the invoice.
- 15.2. If you fail to pay in full by the payment due date an invoice or other fees and charges incurred by you hereunder, Bear Rentals reserves the right to charge, in addition to any other amounts recoverable under this Hire Contract:
 - 15.2.1. interest, calculated daily, on the total outstanding balance at the National Australia Bank business overdraft rate applicable as at the relevant time; and
 - 15.2.2. any costs and expenses (including any collection and legal costs) incurred by Bear Rentals in recovering any unpaid amounts under this Hire Contract.

16. CREDIT AND DEBIT CARD PAYMENT

- 16.1. You represent, warrant and promise to Bear Rentals that you are the valid and authorised holder of the credit or debit card presented to Bear Rentals for payment of all charges payable under this Hire Contract.
- 16.2. The following credit or debit cards will be accepted: Visa Card, MasterCard and American Express. A non-refundable 3 % administration fee will apply to American Express cards.
- 16.3. When payment is made (or attempted to be made by you) by credit or debit card, you agree that:
 - 16.3.1. Bear Rentals is irrevocably authorised to complete any documentation and to take any other action to recover from your credit or debit card issuer all amounts due by you pursuant to this Hire Contract, including, but not limited to, any amounts due in respect of damage to the Equipment or to property of a third party and all other additional charges as they are incurred including all Penalties and associated administration costs;
 - 16.3.2. you will not dispute your liability to Bear Rentals for any amount properly due under this Hire Contract and you shall indemnify and keep indemnified Bear Rentals against any loss incurred (including legal costs) by reason of notifying your credit or debit card issuer of such dispute;
 - 16.3.3. In the event that Bear Rentals accepts payment of the Security Deposit by holding a signed and authorised credit or debit credit card voucher which is returned to you at the completion of the Hire Period, you agree that Bear Rentals is entitled to recover payment from your credit or debit card issuer pursuant to clause 16.3.1 in respect of any amounts due which were not known at the time of return of the voucher; and
 - 16.3.4. Bear Rentals may process credit or debit card charges pertaining to the rental after the Hire Period.
- 16.4. You acknowledge that all transactions under this Hire Contract are conducted in Australian dollars and that due to exchange rate fluctuations and bank fees relating to foreign currency exchange, there could be some variance between the amount initially debited against your credit or debit card and the amount refunded. Bear Rentals accepts no liability for any such

variation.

17. YOUR OBLIGATIONS REGARDING THE EQUIPMENT

- 17.1. During the Hire Period you shall take all reasonable steps to properly maintain the Equipment.
- 17.2. During the Hire Period you authorise Bear Rentals and its Associates to enter upon any premises where Bear Rental is reasonably believes Equipment is located to examine its state of repair and operation.

18. LOST, STOLEN OR DAMAGED EQUIPMENT

- 18.1. In the event that the Equipment is lost, stolen or damaged beyond fair wear and tear during the Hire Period, or has broken down or become unsafe to use as a result of your negligence, you will be liable for:
 - 18.1.1. the Rent for that portion of the Hire Period during which the Equipment is being recovered and repaired or replaced; and
 - 18.1.2. any costs incurred by Bear Rentals to recover and repair or replace the Equipment.
- 18.2. You will be fully responsible to Bear Rentals for the cost of all repairs and/or replacement to Equipment for any loss, theft or damage to Equipment that occurs during the Hire Period.
- 18.3. If you fail to carry out any of your obligations under this Hire Contract, Bear Rentals shall be authorised to undertake the same and charge the costs and expenses of that to you.

19. FORCE MAJEURE

- 19.1. Subject to clause 18, neither Party will be responsible for any delays in delivery, installation or collection due to any Force Majeure Event.

20. EQUIPMENT BREAKDOWN

- 20.1. If the Equipment breaks down or becomes unsafe to use during the Hire Period;
 - 20.1.1. you must immediately stop using the Equipment and notify Bear Rentals;
 - 20.1.2. take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Equipment;
 - 20.1.3. take all steps necessary to prevent any further damage to the Equipment itself; and
 - 20.1.4. not repair or attempt to repair the Equipment without Bear Rentals' written consent.

21. INSURANCES

- 21.1. Bear Rentals holds public liability insurance in relation to the Equipment, however, Bear Rentals does not represent that this policy would be applicable to you, or if applicable to you, adequate for your protection.
- 21.2. Bear Rentals does not accept any liability for personal injury sustained during the Hire Period of any Equipment. Bear Rentals hereby notifies you of the desirability of you taking out your own insurances related to personal injury, and if you are a traveller, personal travel insurance policy related to your travels.

22. ACCIDENT WAIVER AND RELEASE STATEMENT

- 22.1. You will be required to sign a statement which indemnifies Bear Rentals and its Associates from the damages caused by any accident experienced by you or any other member of your rental party which cause injury to themselves or any involved third party. All Outdoor Adventure Equipment is hired by you on the understanding that they are sporting items and that sports are potentially dangerous and that they are undertaken at your own risk.
- 22.2. Bear Rentals cannot and will not be held liable for any accident, injury or death caused whilst participating in sport or any other activity using the Outdoor Adventure Equipment. Any costs incurred whilst using the Outdoor Adventure Equipment, including but not limited to, accident, injury, death or third-party damage, will be your responsibility.
- 22.3. For the entire duration of the use and/or operation of the Equipment by a person under the age of 18 or with a physical or mental disability (a "minor") you must accompany and supervise the minor in his/her use and/or operation of the Equipment.

23. EXCLUSION OF LIABILITY

- 23.1. Subject to subclause 2, all guarantees, conditions, terms, warranties or representations whether express or implied, statutory or otherwise, relating to this Hire Contract or its subject matter are excluded to the maximum extent permitted by law.

- 23.2. Nothing in this Hire Contract excludes, restricts or modifies any right or remedy, or any guarantee, term, condition or warranty implied or imposed by any legislation which cannot lawfully be excluded or limited. Where any legislation implies or imposes a non-excludable guarantee, term, condition or warranty in relation to this Hire Contract, Bear Rentals limits your remedy for breach of such provision to:
- 23.2.1. in the case of goods, the repair or replacement of the goods or the supply of substitute goods or the cost of doing so; or
 - 23.2.2. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- 23.3. Subject to clause 23.2, the maximum aggregate liability of Bear Rentals for all claims under or relating to this Hire Contract or its subject matter, whether in contract, tort, negligence, in equity, under statute or any other basis or theory of law, is limited to an amount equal to the fees paid by you under this Hire Contract.

24. RELEASE AND INDEMNITY OF BEAR RENTALS

- 24.1. You release Bear Rentals and its Associates from any liability to you (regardless of who is at fault), for any loss or damage incurred by you by reason of rental, possession or use of the Equipment.
- 24.2. You hereby indemnify and shall keep indemnified Bear Rentals and its Associates against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of your use and/or possession of the Equipment.
- 24.3. Any indemnity required of you shall not operate to indemnify Bear Rentals in respect of any negligent act by Bear Rentals.

25. TERMINATING THE AGREEMENT AND REPOSSESSING OF EQUIPMENT

- 25.1. You acknowledge that Bear Rentals may refuse any rental, terminate this Hire Contract and/or repossess the Equipment (and for that purpose enter upon any premises and remove the Equipment) at any time, without notification to you, and that you will pay the reasonable costs of repossessing the Equipment, including towing charges if:
- 25.1.1. you are in breach of any material term of this Hire Contract,
 - 25.1.2. you have obtained the Equipment through fraud or misrepresentation;
 - 25.1.3. the Equipment appears to be abandoned;
 - 25.1.4. the Equipment is not returned on the agreed return date or Bear Rentals reasonably believes that the Equipment will not be returned on the agreed return date; or
 - 25.1.5. Bear Rentals considers, on reasonable grounds, that the safety of the hirer or the condition of the Equipment is endangered.
- 25.2. You understand and agree that in the event of such termination or repossession, you have no right to a refund of any part of the Rent, any other charges hereunder or the Security Deposit.
- 25.3. You may cancel the Hire Contract and receive a refund of all payments if provision of the Equipment is not made within twelve (12) hours of the booked collection time and date. Subject to clause 23.2, repayment under this condition will extinguish any rights you may otherwise have to compensation from Bear Rentals.

26. GENERAL

26.1. Precedence

- 26.1.1. This Hire Contract comprises the following documents:
- 26.1.1.1. these terms and conditions;
 - 26.1.1.2. the Accident Waiver and Release;
 - 26.1.1.3. the Hire Schedule/s whether or not signed by you;
 - 26.1.1.4. extra terms specific to the type of equipment listed in the Hire Schedule;
 - 26.1.1.5. the Bear Rentals Website Terms and Conditions.
- 26.1.2. In the event of any inconsistency between the provisions contained in two or more of the documents comprising this Hire Contract, this Hire Contract shall be interpreted according to the order of precedence above and the document lower in the order of precedence shall where possible be read down to resolve such conflict.
- 26.1.3. If the inconsistency remains incapable of resolution by reading down, the conflicting provisions shall be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that

document.

26.2. Remedies

The remedies provided in this Hire Contract in favour of Bear Rentals will be in addition to all other remedies in its favour existing at law, in equity or in bankruptcy. The election at any time to enforce any such remedies will in no way bar later enforcement from time to time of any other such remedies.

26.3. Discretion on consent

In any case where, under or pursuant to this Hire Contract, the doing or execution of any act, matter or thing by you is dependent upon the consent or approval of Bear Rentals, such consent or approval may be given conditionally or unconditionally or may be withheld by Bear Rentals in its absolute uncontrolled discretion, unless this Hire Contract otherwise expressly provides.

26.4. Non-merger

None of the terms and conditions of this Hire Contract, nor any act, matter or thing done under or by virtue of, or in connection with, this Hire Contract will operate as a merger of any of the rights and remedies of Bear Rentals in or under this Hire Contract or otherwise. All such rights and remedies of Bear Rentals will continue in full force and effect.

26.5. Relationship

Nothing contained or implied in this Hire Contract will be deemed or construed to create the relationship of partnership or of principal and agent or of joint-venture between Bear Rentals and you.

26.6. Non-assignable

You must not assign to anyone else your rights and obligations under this Hire Contract without the consent of Bear Rentals.

26.7. Severability

If any provision of this Hire Contract is or at any time becomes void or unenforceable the remaining provisions will continue in full force and effect. Any void or unenforceable provision will be replaced forthwith by a lawful and enforceable provision which so far as possible achieves the same economic benefit or burden for Bear Rentals and you as the void or unenforceable provision was intended to achieve. All obligations of you under this Hire Contract will survive the expiration or termination of this Hire Contract to the extent required for its full observance and performance.

26.8. No waiver

No failure or delay on the part of Bear Rentals to exercise any power or right under this Hire Contract will operate as a waiver of that power or right. Nor will any single or partial exercise of any power or right under this Hire Contract preclude any other or further exercise of that power or right.

26.9. Governing law and jurisdiction

This Hire Contract will be construed in accordance with the law of the State of NSW and the law of such State will be the proper law of this Hire Contract. The Parties submit to the non-exclusive jurisdiction of the courts of that State and any courts which may hear appeals therefrom.

26.10. Notices

All notices by a Party under this Hire Contract must be in writing to the other Party. Bear Rentals may serve any notices hereunder on you by way of email sent to (or attempted email to) the last known email address supplied by you to Bear Rentals.

27. DICTIONARY/DEFINITIONS

In this Hire Contract:

"Add-Ons" means any Equipment hired from Bear Rentals hereunder at approximately the same time as you hire a vehicle or camper trailer from Bear Rentals.

"Associates" means any employee, servant, agent, contractor, director, officer, contractor or related body corporate of the Party specified.

"Bear Rentals" means True North Rentals Pty Ltd.

"Booked Items" means the items or goods initially booked by you for hire from Bear Rentals.

"Delivery/Collection Service" means, in respect of Equipment, Bear Rentals' delivery and/or collection of the Equipment.

"Daily Rate" means the daily rate specified in the Hire Schedule for an item of Equipment.

"Equipment" means the items of equipment hired, borrowed or lent from Bear Rentals including those specified in the Hire Schedule, including any associated or attached tools, accessories and parts available for hire.

"Force Majeure Event" means any acts of God, war, terrorism, civil commotion, riots, embargoes, orders or

regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties.

"Free of Charge Area" means the areas specified on Bear Rentals' website (www.bearrentals.com.au) to which delivery of Equipment and from which collection of Equipment will be made by Bear Rentals for no charge.

"Hire Period" means the scheduled hire period of an item of Equipment or any agreed variation thereof and any additional period during which the Equipment is in your possession or control.

"Hire Schedule" means the document so styled provided by Bear Rentals to you which outlines information, including but not limited to, the Equipment you have hired, the hire rates which apply to the Equipment, the expected return date and the address for delivery of the Equipment (if applicable) and the address for return of the Equipment.

"Minimum Hire Period" means 3 (three) days.

"Multiple Rental Discount" means a 10% discount of the Rent payable for your hire of more than one piece of Equipment at a time.

"Ordinary Business Hours" means 10:00 to 18:00 Sydney local time, 7 days per week except Christmas Day (25 December).

"Outdoor Adventure Equipment" means Equipment hired, borrowed or lent from Bear Rentals that will be used in a physical activity including but not limited to cycling, hiking, fishing and surfing.

"Party" means a Party to this Hire Contract and "Parties" means all of them.

"Penalty" has the meaning specified in clause 9.1.3.

"Qualifications to Hire the Equipment" means a person 18 years or older with prior experience in use of the Equipment and at least a basic knowledge of its use and operation, physically fit and not been advised by any medically trained professional not to undertake such activities.

"Rent" means the rental fee payable by you to Bear Rentals in respect of your hire of the Equipment, computed by multiplying the Daily Rate for each item of Equipment by the number of days it has not been returned to Bear Rentals.

"Rules of Interpretation" are as set out in clause 28.

"Security Deposit" means a deposit for securing your obligations under this Hire Contract.

"Security Interest" means an interest in personal property provided for by a transaction that secures payment or performance of an obligation.

"You" means the person or persons nominated as the hirer of Equipment and any person whose credit card or debit card is presented for payment of the Rent.

28. RULES OF INTERPRETATION

28.1. In this Hire Contract, the following rules apply unless the context requires otherwise:

28.1.1. headings are for convenience only and do not affect the interpretation of this Hire Contract;

28.1.2. the singular includes the plural and the plural includes the singular;

28.1.3. any gender includes any other gender;

28.1.4. a reference to a person includes a natural person, corporation, partnership, association or other legal entity;

28.1.5. a reference to a clause means a clause of this Hire Contract;

28.1.6. a reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia.

28.2. In this Hire Contract where a Party comprises more than one person, those persons shall be bound by this Hire Contract, jointly and severally.