



## **Bicycle Network Rider Rescue Terms and Conditions**

Thanks for getting on board with Bicycle Network Rider Rescue. You'll feel confident every time you ride, knowing we've got your back.

Best of all, you'll know you're supporting Bicycle Network in our efforts to build a nation of bike riders.

When you purchase or use the Rider Rescue service, you agree to be bound by the terms and conditions as detailed below.

When you ride with Uber, you also agree to [Uber's Terms of Use](#).

**Bicycle Network Rider Rescue** is a subscription service designed to help subscribers who are unable to ride their bicycle and need help getting to a destination of their choosing. We will provide transport for You and Your bike to get You home, to alternative transport or to someone who can help fix Your bike.

Reasons to call for Rider Rescue may include mechanical failure, exhaustion, or minor injury. Of course, in the event of a serious injury, it's always best to call 000.

### **1. Definitions**

**Annual Billing Day** – means the date that You purchase Your subscription, which will be used for billing each year if You choose to take up a recurring subscription

**Cooling Off Period** – means the 21 days following purchase of a subscription. You can cancel Your subscription during this period and have Your payment refunded, provided You haven't used the service

**Fair Use** – means that You will call for the service in situations of a genuine nature – these circumstances include but are not strictly limited to – mechanical failure, exhaustion, or minor injury

**Join At Breakdown Surcharge** – means an additional cost incurred for those customers accessing a Rider Rescue subscription and require a vehicle to be dispatched immediately

**Rescue** – means the dispatch of an Uber XL (or 13Cabs taxi if Uber is not available) by Bicycle Network to transport a subscriber and their bike to a location of their choosing

**Response Time** – means the time elapsed between a vehicle being dispatched by Bicycle Network and the pick up of a subscriber to Rider Rescue

**Trafficable Location** – means anywhere accessible by a standard two-wheel drive vehicle. This means a private property or road that can be accessed by a standard two-wheel drive vehicle. This excludes areas such as bicycle trails or paths



**Waiting period** – means the period of 24-hours after purchasing a Rider Rescue subscription that must elapse before accessing the service

**We/Us/Our** – means Bicycle Network, its contractors, partners and suppliers

**You/Your** – means the subscriber of Bicycle Network Rider Rescue

## **2. What's covered**

We agree to provide the following, for financial, active subscribers of the Rider Rescue service:

- a) Up to 10 Rescues per year, each up to the value of \$50
- b) Cover provided 24-hours a day, 365 days per year
- c) Cover Australia wide (must be in areas in which Uber, or 13Cabs, or affiliates operate. Subscriber must be at a Trafficable Location)

## **3. Signing up, renewal & cancellation**

You can purchase an annual subscription to Rider Rescue, giving You access to the service listed in Section 2. Here's how Your annual subscription works:

- a) Your payment will be processed on the day that You make Your purchase
- b) There will be a 24-hour Waiting Period following the purchase of a Rider Rescue subscription before the service can be accessed, unless a Join At Breakdown Surcharge is paid
- c) If You sign up for ongoing direct debits with Rider Rescue, We'll debit Your account on Your Annual Billing Day
- d) You can cancel Your subscription at any time before 5pm the day before Your Annual Billing Day
- e) We'll accept cancellation by phone call or email
- f) If You cancel Your Rider Rescue subscription within the Cooling Off Period, We'll refund Your payment
- g) Other than within the Cooling Off Period there's no refund of any payment

## **4. Areas of service:**

- a) Cover is available within Australia, provided the area is serviced by Uber, or 13Cabs or affiliates
- b) We will send transport to Rescue a subscriber, provided that the subscriber is available to be Rescued from a Trafficable Location



## 5. General conditions

- a) The minimum age of purchasing a subscription and accessing the service is 18 years old
- b) We'll endeavor to get a vehicle to You as soon as possible, but Response Time is indicative and not guaranteed. Response Time will vary on conditions such as the location of the subscriber and demand on the service at any given time
- c) The bike for transport must be of a size (or collapse to a size) that will fit in a typical SUV sized vehicle. While We'd like to be able to help bikes of every shape and size, We'll be limited by the size of the vehicle
- d) We'll let the driver know in every Rescue that Your bike is coming with You, but ultimately, it's up to the driver alone whether they transport Your bike. If the driver of the vehicle refuses to take the bike, We may organize alternative transport for You
- e) You must stay at the position we dispatch a vehicle to, with your bicycle, until the vehicle arrives. We cannot guarantee a Rescue if you are not there when the driver arrives
- f) If You want to access Rider Rescue and are not a current Rider Rescue subscriber, You'll be required to pay the annual fee up-front in addition to a Join At Breakdown Surcharge before Your Rescue is dispatched
- g) We may be required to change the price of Rider Rescue from time to time; We'll notify subscribers before this change occurs
- h) Live tracking and ETAs are available when Uber is used to service a Rescue and in some bookings with 13Cabs
- i) Your Rescues don't roll over. You have 10 Rescues to use within Your subscription year – they reset to 10 with every subscription paid
- j) An individual is limited to one subscription per year
- k) We won't be liable for any delay or failure in providing the service, if the failure or delay arises from causes out of our control. This is inclusive of but not limited to; adverse weather conditions; problems with equipment, fuel or similar; or failures in GPS or telecommunications systems
- l) If Your bike is damaged during a Rescue, We may accept liability if You notify us within 7 days. We'll need to inspect the bike before any repairs are made, and We'll need to accept that We caused that damage during the Rescue. Regardless of the above, We aren't under any obligation to accept liability



## 6. Privacy

Bicycle Network collects, uses, discloses and otherwise handles the Member's personal information in accordance with the terms of its Privacy Policy Statement (see <https://www.bicyclenetwork.com.au/aboutus/governance/#documents> – Privacy Policy). All information remains the property of Bicycle Network