



HIRE TERMS AND CONDITIONS

Warning:

The activities of mountain biking have some elements of danger. Injury is possible. Please use the equipment with care and responsibility. Wearing a correctly fitted bicycle helmet is compulsory under Western Australian laws.

Bond:

Rock and Roll Mountain Biking require full payment of the invoice before the hire bikes and equipment or a bond may be required. It is a condition of hire that the bond is in the form of a valid credit card authorization that will only be processed in the event of the equipment hired being lost, stolen or damaged.

Lost, Stolen or Damaged Equipment:

The hirer acknowledges if the equipment is lost, stolen or damaged the hirer will be liable for the full replacement cost or repair of the equipment and authorizes Rock and Roll Mountain Biking to debit this amount to the preauthorized credit card nominated for the bond.

Equipment Return:

Please return all your hired equipment to Rock and Roll Mountain Biking by the due time. Subject to the conditions of this agreement your credit card preauthorization will be destroyed. You may be liable for further charges if the equipment is not returned by the due date and time.

TERMS AND CONDITIONS:

1. The hirer shall:
 - a) Pay all charges set out in this agreement and all other expenses levied or made pursuant to the terms and conditions hereof.
 - b) Not allow any other persons to operate the equipment or have control of the equipment unless agreed upon.
 - c) When operating the equipment comply with the provisions of any applicable legislation namely in respect to the hiring of bikes the Road Traffic Act 1974-1982 and its amendments ("the act") and regulations made under the provisions of the act and shall only operate the equipment on sealed roads, cycle paths and approved mountain bike trails.
 - d) Not damage the equipment and shall pay Rock and Roll Mountain Biking on demand, the cost of repair, or replacement for the damage or loss however caused to the equipment.
 - e) Indemnify Rock and Roll Mountain Biking against any claims and costs what so ever, arising out of the use, operation, or keeping of the equipment or in any matter relating as thereto.
2. The hirer declares and acknowledges that he/she hires the equipment at their own risk.
3. The hirer shall provide Rock and Roll Mountain Biking with a security bond in the form of a credit card authority as detailed on the front of this agreement as a condition precedent to hiring of this equipment.
4. The hirer agrees that Rock and Roll Mountain Biking accepts no responsibility for damage including bodily injury, death or any property damage or losses of any nature sustained by the Hirer or any other person whatsoever arising out of or incidental to the hiring of the equipment or anything ancillary thereto and the Hirer and hirer and his executors and administrators expressly renounces all claims against Rock and Roll Mountain Biking in respect thereof whether the same may be due to or alleged to be due to any negligence act or omission on the part of the Rock and Roll Mountain Biking or not.
5. The Hire shall take the equipment in the condition in which it was at the commencement of the hire and the Rock and Roll Mountain Biking shall not be responsible for any defect in the equipment and does not warrant that the equipment is suitable for the particular, or any purpose for which it is or may be required. All conditions, warranties and representations whether expressed or implied in favour of the Hirer are hereby excluded.
6. The Hirer shall return the equipment to Rock and Roll Mountain Biking within the time frame stipulated in this agreement. Should the equipment not be returned within the stipulated time then the Hirer will be liable for any additional costs.
7. If the Hirer fails to return the equipment to Rock and Roll Mountain Biking for whatever reason or the equipment is lost or stolen Rock and Roll Mountain Biking reserves the right to charge the Hirer for the full replacement value of the equipment and the Hirer hereby authorizes Rock and Roll Mountain Biking to debit the Hirers preauthorized credit card for the amounts nominated on the front page of this agreement.
8. The Hirer shall pay forthwith any fines imposed pursuant to the Act or the Regulations in respect of the equipment or the use of the equipment whilst in the control or custody of the Hirer or during the continuance of the term of the hire.
9. If the equipment breaks down during the term of the hire, the Hirer shall at their expense return the equipment to Rock and Roll Mountain Biking and Rock and Roll Mountain Biking shall not be responsible for any expenditure, damage and or loss incurred by the Hirer arising out of any breakdown of the equipment howsoever caused. Rock and Roll Mountain Biking will use its best endeavours to replace the equipment with similar equipment if available.

10. The Hirer agrees that they will not use the bike after dark without the Hirer providing sufficient lighting as per the Act.
11. Bicycles and trailers to be locked at all times when not in use.
12. No children under the age of 18 are to ride the bicycles unless written parental permission is given.
13. No credit or cash refund on early return of bicycles.
14. The Hirer should be a competent cyclist.

AS A CONDITION OF HIRE THE BOND MAY BE FORFEITED FOR BREACHES OF CONDITIONS OF HIRE INCLUDING:

1. Failure to comply with the provision of the Western Australian Road Traffic Code.
2. Riding bicycle while drinking or intoxicated.
3. Riding a bicycle with more than one person on a bicycle designed for only one person.
4. Bike returned number does not match the bike number hired.

AS A CONDITION OF HIRE, THE HIRER WILL BE LIABLE FOR THE FULL REPLACEMENT VALUE OR REPAIR OF THE EQUIPMENT IF:

1. The Hirer fails to return the equipment.
2. The equipment is lost or stolen.
3. The equipment is damaged either maliciously or accidentally, including but not limited to buckled wheels, tyres skidded through, bent forks or frames, damaged gears and derailleurs.