

THE BIKE HIRE COMPANY BEECHWORTH

BIKE HIRE AGREEMENT

This agreement sets out the terms and conditions of hiring a bicycle from The Bike Hire Company Beechworth

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational Supplier it supplies to you-

- Are rendered with due care and skill; and
- Are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- Might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you in circumstances of your death or injury. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the manner set out in this Agreement.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for consequences of the act or omission. See reg 5 of the Australian Consumer Law and Fair Trading Regulations and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

Particulars of Hire:

A. Owner	The Bike Hire Company Beechworth (Nigel Tony Walker T/A) ABN 22883234988		
B. The Customer	Please select: individual <input type="checkbox"/> family group <input type="checkbox"/> business/organisation <input type="checkbox"/> school group <input type="checkbox"/> other <input type="checkbox"/> <input type="checkbox"/> Groups please list all customers below under <i>Acceptance</i> .		
	Name:		
	Address:		
	Phone:		
	Email:	ID:	
C. Nominated Credit Card Details			
Name on Card:		Card Type: Visa <input type="checkbox"/> Mastercard <input type="checkbox"/>	
Card Number:	CVV:	Expiry Date:	
D. Bikes and additional products hired, Shuttle and Bag transfers			Fee
			TOTAL COST:
E. Period of Hire	Start Date:	Return Date:	Start date

Customer Acceptance:

I, the customer, have read the terms of hire and accept this agreement.

Customer: _____ Minor: Y N Signed: _____ Date: _____

Customer: _____ Minor: Y N Signed: _____ Date: _____

Customer: _____ Minor: Y N Signed: _____ Date: _____

Customer: _____ Minor: Y N Signed: _____ Date: _____

Customer: _____ Minor: Y N Signed: _____ Date: _____

Customer: _____ Minor: Y N Signed: _____ Date: _____

Customer: _____ Minor: Y N Signed: _____ Date: _____

Parent/Guardian Consent – persons under 18 years old.

I, the customer am the parent/guardian of the above-named ("the minor(s)") who is/are under 18 years old. I have read this Agreement and understand its contents, including the exclusion of liability and assumption of risk, and have explained the contents to the minor(s). By signing I consent to the minor(s) participating in bicycle riding at his/her own risk.

The Customer – Parent/Guardian _____ Signed: _____ Date: _____

Terms of Hire

The Owner will hire the Bike to the Customer for the hire period. The Customer agrees to hire the Bike on the terms and conditions contained in this Agreement.

Use of Bikes

The Customer must not:

Ride the Bike outside the hours of 7am and 7pm; install anything on the Bike or make any alteration to the Bike; undertake or authorise any repair without the Owners' prior consent; hold themselves out as owner of the Bike; operate the Bike under the influence of drugs or alcohol; exceed the number of persons legally allowed on the Bike at any time; allow any other person to use the Bike; use the Bike for any illegal or unlawful purpose; use the Bike in contravention of any law; use the Bike if it is damaged or unsafe; take the Bike outside of Victoria without the Owner's prior consent; allow the Bike to come into contact with asbestos, radioactive, toxic, explosive or other hazardous properties; use the Bike in any act of force or violence or in connection with any protests; or overload or incorrectly load the Bike.

The Customer must:

Wear a safety helmet that meets the Australian Standards at all times whilst riding the Bike; only use the child seats provided by the Owner, which meet the Australian Standards; notify the Owner of any seizure or attempted seizure of the Bike; keep the Bike secure against theft or damage; immediately stop using the Bike if it shows any sign of malfunction; return the Bike in the condition in which it was hired.

Customer's Obligations

The Customer agrees to pay the Hire Fee in full prior to taking possession of the Bike.

The Customer is responsible for paying the cost of replacing or fixing any damage, destruction or loss of the Bike caused by the Customer's reckless or improper use of the Bike. The Customer agrees that payment for any loss suffered by the owner as a result of damage, destruction or theft of the Bike, where the Customer has acted recklessly or improperly, or failed to comply with these terms of use, will be charged to the credit card details listed in Part C of the Particulars of Hire.

The Customer is responsible for paying any infringement relating to the Customer's use of the Bike.

The Customer will allow the Owner, or any person authorised by the Owner to access and inspect the Bike at any time during the Hire Period.

The Customer is responsible for ensuring that no other person rides the Bike during the hire period. Any breach of this Agreement by a third party who the Customer allows to use the Bike during the Hire Period will be a breach of this Agreement by the Customer.

Risk and Ownership

This is not a sale agreement and legal title of the Bike does not pass to the Customer or any other person under this Agreement. The Customer must not attempt to sell, hire, or deal with the Bike in any way other than in accordance with this Agreement.

Accidents, theft, loss, or damage

In the event of an accident, the Customer must:

Immediately notify the Owner; notify the police if the accident involves injury; record the full details of all parties, witnesses and vehicles involved; not admit liability for the accident, make any offers to make repairs or settle the matter; and co-operate with the Owner's requests for information to facilitate an insurance claim.

If an event occurs that would give rise to an insurance claim (such as theft or damage), the Customer must:

Immediately notify the Owner; notify the police as soon as possible; take all reasonable steps to minimise the loss or damage; preserve anything that might be useful evidence; not admit liability or make any offers in relation to the matter; and cooperate with the Owner's requests for information to facilitate an insurance claim.

The Customer acknowledges that the Customer is personally responsible for:

All damage or loss suffered and costs incurred by the Owner or any third party relating to any event that occurs while the Bike is in the Customer's possession; and payment of the costs of repairing damage caused as a result of the Customer's use of the Bike.

The Customer understands that they should be in good physical health to participate in bicycling and is not aware of any existing health conditions that would interfere with their ability to safely operate the bicycle.

Liability and Insurance

To the extent permitted by law, the Owner is not liable for any injury to any person or loss or damage to property arising from the possession, operation or use of the Bike unless the injury, loss or damage arises directly from the Owner's acts or omissions.

The Customer will indemnify the Owner and keep the Owner indemnified in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment suffered by or incurred by the Owner, caused by the Customer and any breach of this agreement or any wilful, illegal or negligent act or omission by the Customer.

Warranty

In taking possession of the Bike, the Customer acknowledges that the Customer has inspected the Bike and agrees it is in good working condition.

Transfer

The Customer must not transfer or assign the Customer's rights and obligations under this Agreement, without obtaining prior written consent of the Owner.

Default

The Customer will be in default under this Agreement if the Customer:

Fails to perform any obligation that the Customer is required to perform under this Agreement; provides us with false or misleading information; breaches any clause of this Agreement.

Termination

This Agreement is terminated when the Bike is returned to the Owner, and there are no outstanding obligations (such as relating to payment or damage); the Owner may terminate this agreement during the hire period if the Customer is in default, in which case the Customer is liable for all reasonable costs incurred by the Owner (including collection and enforcement expenses). If this Agreement is terminated while the Bike is still in the Customer's possession, the Customer agrees to grant the Owner access to collect the Bike.

Return of the Bike

The Customer must return the Bike on the return date. If the Bike is not returned to the Owner on the return date, the Customer will be charged a daily fee for each day (or partial day) that the Bike is returned late. The fee will be charged to the credit card details listed in Part C of the Particulars of Hire.

General

This Agreement is covered by the laws of Victoria and if any provision is invalid or unenforceable in whole or in part, the rest of this Agreement will remain valid and enforceable.

If there is more than one Customer named in this Agreement, then each Customer is jointly and severally liable under this agreement. Any failure of a party to exercise or enforce any right under this Agreement will not be a waiver.

Definitions

Agreement means this Bike Hire Agreement

Bikes means the bicycles and any additional products owned by the Owner identified in Part A of the Particulars of Hire

Customer means those persons or entities identified in Part B of the Particulars of Hire and under the Customer Acceptance.

Hire Fee means the fee identified at Part C of the Particulars of Hire

Hire Period means the period between the Start Date and the Return Date identified in Part D of the Particulars of Hire

Improper Use means using the Bike in any of the ways prohibited by this Agreement, and also includes the Customer not doing any of the things required by this Agreement.

Owner means The Bike Hire Company Beechworth as per Part A of the Particulars of Hire.