



## Terms and Conditions of Use

1. The Renter agrees that he/she understands the operation of the Bike and is reasonably competent at riding a bicycle and is physically fit to ride a bicycle.
2. The Renter acknowledges that the Bike Owner has provided to them sufficient information and advice to allow them to ride the Bike.
3. The renter agrees that he/she knows the road rules concerning the use of a bicycle.
4. The Renter acknowledges that they have considered the current weather conditions and assume the risk for riding in the current weather conditions.
5. The Renter agrees to the following:
  - a. He/she is at least 18 years old.
  - b. He/she will use the Bike in a careful, safe, and conscientious manner.
  - c. He/she will obey all the road rules when riding the bike including the laws concerning the riding of bicycles after the consumption of alcohol or other drugs.
  - d. He/she will carry photo identification while riding.
  - e. He/she is under the weight limit of 120kg and will ensure that this limit including anything carried by the Renter is not exceeded when using the bike.
  - f. He/she will not carry any passengers on the Bike.
  - g. He/she will not allow any other persons to ride on the Bike.
  - h. He/she will wear a helmet when riding the Bike.
  - i. He/she will not ride the Bike while over the legal blood alcohol limit or otherwise when suffering by any impairment that may affect safe riding of the Bike.
  - j. He/she will not ride on any surfaces other than public roads, paths, and driveways.
  - k. He/she will only leave the Bike parked in a space that will not create an obstacle to others.
6. The Renter agrees that if in the Bike Owner's reasonable opinion, the Renter has been riding the Bike in an unsafe manner or in anyway not complying with the conditions of this Agreement than the Bike Owner may take any of the following actions:
  - a. Terminate this Agreement by notice (verbal or written) to the Rider.
  - b. Contact the relevant authorities to report the behaviour.
  - c. Charge a premium to cover damages to Bikes, equipment and third parties.
7. The Renter agrees that if the Bike Owner terminates the Agreement then he/she must immediately return the Bike to the address of the Bike Owner. In this case there will be no refund of the rental payment and the Renter agrees to pay for any damages sustained to the Bike and Additional Equipment.
8. If the Bike is returned more than 30 minutes after the agreed return time, the Renter agrees that he/she will be charged at a rate of \$10 per 30 minutes or part thereof.

*Murrumbateman*



## **Damage of Theft of the Bike and Additional Equipment**

9. The Bike and any Additional Equipment must be returned to the Bike Owner in the same condition that it was at the time the Bike was provided to the Renter. If the Bike or Additional Equipment is damaged or stolen while in the possession of the Renter, the Renter is responsible for any damages caused or for the replacement of any item stolen. The Renter agrees to cover any and all costs (as is reasonable in the circumstances) to cover the repair or replacement of damaged or stolen Bikes and Additional Equipment.
10. The Owner agrees to make a claim on the insurance if applicable and in this case the Renter is responsible for the payment of any excess applicable to the claim.

## **Assumption of Risk**

11. The Renter Acknowledges that he/she uses the Bike and any other Additional Equipment provided at his/her own risk. He/she understands that the incorrect use of the Bike and any Additional Equipment may result in:
  - a. Serious injury or death to the renter or another person.
  - b. Damage to the Bike, any Additional Equipment provided or the property of the Renter or another person.

The Renter agrees that he/she assumes these risks voluntarily.

12. The Renter agrees that the Bike and Additional Equipment may malfunction even if properly maintained and assumes full responsibility for all the related risks, dangers, and hazards. The Renter assumes the risk of any malfunction except to the extent that it is caused by the Bike Owners negligence.

## **Indemnity and Release**

13. For the purpose of the clauses 14 and 15:
14. Claims include any action, application, arbitration, cause of action, claim, complaint, cost, debt due, demand, determination, inquiry, judgement, suit, or verdict:
  - a. at law;
  - b. In equity; or
  - c. Arising under any statute, regulation, or the legislative instrument,
15. The Renter is liable for and indemnifies the Bike Owner against all Claims directly or indirectly arising from or incurred in connection with damage to or loss of any property or injury to or the death of any person arising from the use or possession of the Bike by the Renter to except to the extent the damage, loss, injury, or death is caused or contributed to by the negligent act or omission of the Bike Owner or its officers or employees.
16. The Renter releases the Bike Owner from any liabilities or Claims directly or indirectly arising from or incurred in connection with any damage to or loss of any property or injury to or the death of any person except to the extent it is caused or contributed to by the negligent act or omission of the Bike Owner or its officers or employees.