



ELECTRIC BIKE HIRE AGREEMENT

**Wingecarribee Shire Council
(T/A Destination Southern Highlands)**

ABN: 49 546 344 354



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By signing this Hire Agreement Form, the Hirer is accepting, Wingecarribee Shire Council's Terms and Conditions, and this will constitute the contract between Wingecarribee Shire Council and you the Hirer for the Electric Bike(s) and equipment.

DATE OF HIRE:		
NO. OF HOURS:	START TIME:	END TIME:
NAME OF HIRER:	HIRER'S ADDRESS:	
	STATE:	
ADDITIONAL NAMES:	POSTCODE:	
	MOB:	
	TEL:	
	CONTACT EMAIL:	

SPECIAL INTRODUCTORY RATES:

HIRE TIME	HIRE RATES PER BIKE
One Hours	\$15
Two Hours	\$25
All Day 9.30am – 3.30pm	\$40

DEPOSIT: \$50 per bike (This can be either **Cash** or Pre-Auth on a **Credit Card**).

NOTE: Bike Hire is **ONLY** available between 9.30am until 3.30pm.

1. ELECTRIC BIKE HIRE TERMS AND CONDITIONS

- 1.1. We aim to provide high quality electric bikes for hire. To achieve this at a reasonable cost we ask our customers to treat the equipment responsibly.
- 1.2. Electric bikes and equipment can only be hired from Wingecarribee Shire Council on completion of a Hire Agreement Form and accepting our hire conditions. Wingecarribee Shire Council reserves the right to take the customers' Credit Card details to hold as security until the electric bike is returned in the condition it was hired out in. Upon acceptance of these Terms & Conditions a binding contract is formed between Wingecarribee Shire Council and the hirer. We reserve the right not to accept or to fulfil a booking.
- 1.3. All bookings are subject to availability. When a booking is made by one person on behalf of another person or people that person confirms to Wingecarribee Shire Council that he or she has the authority to make such a booking.
- 1.4. The hire period commences on the day the electric bike(s) and equipment is collected and continues until the electric bike(s) and equipment is returned to the Southern Highlands Welcome Centre, 62—70 Main Street, Mittagong 2575.

2. HIRER'S TERMS AND CONDITIONS

- 2.1. You are responsible for ensuring that you are physically fit enough to undertake cycling any distance using Wingecarribee Shire Council Electric Bike(s) you have booked. Wingecarribee Shire Council does not accept any responsibility for your failure to complete your hire period due to lack of fitness, illness or injury. Wingecarribee Shire Council does not accept liability for death, personal injury, loss or damage to personal effects to any participant, nor can Wingecarribee Shire Council accept any responsibility for delays or changes to your period of hire due to weather, strikes, war, terrorism or other causes.
- 2.2. You accept that cycling on a public highway carries its own risks and you have made your booking on the basis that you undertake the hire at your own risk. You understand and accept that Wingecarribee Shire Council directs the wearing of bicycle helmets at all times when riding.
- 2.3. You will ride your electric bike responsibly at all times. You will not hold Wingecarribee Shire Council responsible for any loss, damage or injury including death to persons or property with regard to the use of the electric bike(s) hired. You accept responsibility to indemnify Wingecarribee Shire Council against any claim, interest, demand or expense in respect of such injury or damage.
- 2.4. You are responsible for all electric bike(s) hired and it your responsibility to keep these items safe from damage, loss or theft, use it in a proper manner and not subject it to any misuse or unfair wear and tear.
- 2.5. Any damage caused due to crash or neglect is the **Customer's responsibility** and will be charged for.
- 2.6. You will notify Wingecarribee Shire Council immediately of any loss, damage or theft to the hired electric bike(s) or equipment however caused. You will be responsible for paying Wingecarribee Shire Council the reasonable costs of repair or replacement for any such loss, damage or theft.
- 2.7. You will not offer for sale, sell, dispose, mortgage, lend, pledge or otherwise part with possession of the hired electric bike(s) or equipment.
- 2.8. Wingecarribee Shire Council staff are usually available by phone or email to help out with any problems during the hire period; however, it is the customer's responsibility to

assemble, set up and keep a check on the electric bike they have hired. Whilst Wingecarribee Shire Council will always do it's best to have staff available during the hire period this cannot be guaranteed.

3. PAYMENT TERMS

- 3.1. Payments are collected on booking the electric bike(s).
- 3.2. In consideration of our arranging and fulfilling your hire in accordance with these terms and conditions you will pay Wingecarribee Shire Council the total price for your period of Hire set out in the Hire Agreement Form in advance of the hire commencing.
- 3.3. Late return of the electric bike(s) will be charged at twice the published daily hire rate for each day/ part day that the bike is returned late.
- 3.4. A Credit Card will be required at the commencement of any hire period, but this may extend to a deposit to the value of the electric bike (s) by credit or debit card payment or other surety as deemed sufficient by Wingecarribee Shire Council depending on Wingecarribee Shire Council' assessment of the risk and the value of the equipment. A pre-authorisation deposit will be taken and it will be returned at the end of the hire period provided that;
 - 3.4.1. Any electric bike(s) and/or equipment hired or used are returned in an undamaged condition to Wingecarribee Shire Council
 - 3.4.2. Any electric bike(s) and/ or equipment hired or used are returned within the arranged hire period at an arranged time and place to Wingecarribee Shire Council
- 3.5. If the terms set out in 3.4 (above) are not complied with, Wingecarribee Shire Council reserve the right to charge reasonable charges until such time when electric bike(s) and/ or equipment concerned have been returned to Wingecarribee Shire Council. In the case of electric bike(s) and/or equipment left or returned damaged, you are responsible for any costs incurred and sustained in replacing or repairing (whichever the cheaper) the items concerned to a condition equivalent to that prior to the Hire.
- 3.6. In all cases normal wear and tear as defined by the products manufacturer or supplier is accepted and allowed and is included in any hire price
- 3.7. In all cases, the security/ damage deposit can be used as a deposit against the costs or charges mentioned herein.

4. PERSONAL SAFETY

- 4.1. It is the rider's responsibility for their own safety. Cycling involves personal risk and you must ride responsibly.
- 4.2. Injury(s) and/or death associated with the sport of cycling may result from weather, excessive speed, collision with inanimate objects or other persons, rider inexperience, error or abuse of equipment.
- 4.3. Hirers must be 18 years or older and be aware of the road rules.
- 4.4. You must not cycle under the influence of alcohol, strong medication, other drugs or fatigue.

5. GENERAL

- 5.1. These terms and conditions constitute the entire agreement between us, and supersede any previous agreement or understanding and may not be varied except in writing between us. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 5.2. Any notice required or permitted to be given by either of us to the other under these terms and conditions shall be in writing.
- 5.3. No failure or delay by either of us in exercising any of its rights under these terms and conditions shall be deemed to be a waiver of that right, and no waiver by either of us of any breach of these terms and conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 5.4. If any provision of these terms and conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 5.5. Except as otherwise expressly provided herein, nothing in these terms and conditions confers or purports to confer on any third party any benefit or any right to enforce any of these terms or conditions pursuant to the Competition & Consumer Law Act 2010.
- 5.6. These terms and conditions shall be governed by Australian law, and both of us hereby agree to submit to the exclusive jurisdiction of the Australian Courts.

6. WAIVER

I acknowledge and agree that Wingecarribee Shire Council maintains no control over my operation of the equipment.

Wingecarribee Shire Council assumes no responsibility for and cannot be held liable for any personal injury, property damage, third party liability or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason of:

- any wrongful, negligent or accidental acts or omissions on my part;
- any defect in or failure of any vehicle, equipment or instrumentality owned, operated or otherwise used by me;
- any wrongful or negligent acts or omissions on the part of any other party not under the control, direct or otherwise, of Wingecarribee Shire Council.

In the event that an incident occurs where I am either at fault or there is no fault attributable to a third party, I am responsible for any loss, injury or damage.

I hereby release Wingecarribee Shire Council and its agents and employees from and against any and all liability arising during the borrowing period. I acknowledge that I am aware of the risks involved with cycling including but not limited to physical exertion, forces of nature, accidents, travel via any mode of transport, adequacy of medical facilities, or negligence (other than wilful or fraudulent) on the part of employees, agents or others of Wingecarribee Shire Council.



I agree to be responsible for my own welfare, and accept any and all risk associated with the activities I undertake. I agree that the terms herein are binding on me, my family members, heirs, successors, assigns, dependents and/or minors accompanying me, and their legal representatives.

Person One (1)

Signed _____

Dated _____

Person Two (2)

Signed _____

Dated _____

NSW ROAD RULES

Under NSW Road Rules a bicycle is considered a vehicle. This affords bicycle users the same rights and responsibilities as other vehicles on the road. There are some special rules that apply to bicycles and it is best to be aware of these.

Obey the Road Rules

Cyclists in NSW must obey the road rules. They must stop at red lights or stop signs, give way as indicated by road signs and give hand signals when changing direction.

Helmets

The helmet laws for cyclists of all ages in NSW help prevent head injuries and brain damage from falls and crashes. The Road Rules state that a bicycle rider on roads and road-related areas must wear an approved bicycle helmet securely fitted and fastened. This applies to all cyclists, regardless of age, including children on bicycles with training wheels and any child being carried as a passenger on a bike or in a bicycle trailer.

Special road rules for cyclists

Roundabouts

Cyclists are allowed to turn right from the left-hand lane. When passing each exit, cyclists must give way to any vehicle leaving the roundabout.

Transit lanes

Transit lanes are used for vehicles containing a certain number of people. These lanes may also be used by buses, taxis, hire cars, motorcycles, bicycles and emergency vehicles, no matter how many people are in them.



Bicycle lanes

When a bicycle lane is marked on the road and has bicycle lane signs, cyclists must use it unless it is impracticable to do so. Although these lanes are for bicycles, cars may use them for not more than 50 metres to enter or leave the road at a driveway or intersection.

Bus lanes

Bus lanes can also be used by bicycles, motorcycles, taxis, hire cars and vehicles operated by, or under the direction of transport authorities.



Bus-only lanes

When the words 'Buses Only' appear on a bus-lane sign, only buses are allowed to drive in these lanes.

Side by side

You are allowed to ride two abreast, but not more than 1.5 metres apart.

Footpaths

Children under 12 years of age can ride on a footpath. An adult rider who is supervising a cyclist under 12 may also ride with the young cyclist on the footpath. Cyclists are allowed to ride on footpaths where indicated by signs.

Shared paths

Across NSW shared paths can be used by both pedestrians and bicycle riders. Always travel at a speed that is safe for you and the pedestrians you encounter.

Person One (1)

Signed _____

Dated _____

Person Two (2)

Signed _____

Dated _____