Packs N Pedals

Ph: 0408 663 058 | 0427 021 827

Facebook: Packs N Pedals

Bike Hire Agreement			
Date Issued: 9 November 2021	Supersedes: New Policy	Document Number: 002	6 Pages

As part of our commitment to achieving the principles of responsible environmental management, sustainability, and protection of the natural environment in our workplace, we recognise our moral and legal responsibility to ensure that our activities, products and services are designed to protect and enhance the environment of the communities in which we operate, and our obligations to ensuring that our operations do not place the natural environment or the local community at risk of harm.

Terms and Conditions and Disclaimer

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS AND DISCLAIMER CAREFULLY. If you do not agree to these terms you may not use our products and services or Site.
Packs N Pedals ("the Company").
By using the Company's hire bikes, equipment and services you agree to these TERMS and CONDITIONS and DISCLAIMER.

In addition, it is important that you read our Privacy Policy (available from Packs N Pedals Staff) which form part of these Terms and Conditions and Disclaimer and detail how we collect and deal with your personal information.

1. Bike Hire

The Company reserves the right to add, withdraw, substitute and/or vary advertised routes, prices and departure times ("Arrangements") for a Hire without notice, due to inclement weather, police or road authorities' restrictions, safety, or any other cause. However, reasonable endeavours will be made to maintain Arrangements as advertised.
All Hirers are required to be waiting at the agreed delivery location at least 10 minutes prior to the stated time as per the Hirer's Booking Communication. Arrival after this time may result in delays, rescheduling or cancellation of Hire at the Company's discretion, without refund. All reasonable efforts will be made to ensure the Hirer satisfies their booking conditions. In the event the Hirer is unable to take delivery of the bike and equipment as arranged, then the Company shall be entitled to charge for the Hire.

Deliveries will be made to the Hirer at the relevant nominated collection point, which shall be deemed to be delivery to the Hirer. The Company will require a copy of the Hirer's Australian driver's licence or passport and Credit card to be provided at the time of delivery.
At delivery, the Hirer is required to sign a Bicycle Condition Report, at which time any pre-existing damage will be photographed.
At delivery, the Hirer will be provided with a bicycle lock.
The Hire Equipment must be returned to the agreed location, within 10 minutes following the conclusion of the stated Hire Period. The Company reserves the right to charge a fee as a result of any delay in return of Hire Equipment (minimum fee is $60.00).
The Hire Equipment will be inspected at the time of return and the condition recorded on the Bicycle Condition Report, which must be signed by the Company and the Hirer. Any new damage

will be photographed.
The Company shall not be liable for any loss or damage whatever due to the failure by the Company to deliver the bike and equipment (or any of them) promptly or at all.

2. Requirements to participate

Hirers must be able to reference a Booking Confirmation and provide photo identification (Australian Driver's License, Current Country of Origin Passport). Hirers must be 18 years of age or over and be of sound mind and in good health and physical fitness.
Hirer's body weight must be below the bike manufacturers stated limit of 120kg.
Hirers may be required to undergo an assessment as to whether they are a capable bike rider and whether they are capable of riding a bike on Australian roads, urban and rail trail environment (off road).

3. Risk

All risk for the Hire Equipment passes to the Hirer upon collection or delivery. The Hirer accepts full responsibility for the safe keeping of the Hire Equipment and indemnifies the Company for all loss theft or damage to the Hire Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft or damage is attributable to any negligence failure or omission of the Hirer.
The Hirer accepts full responsibility for and shall keep the Company indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use of the Hire Equipment during the Hire Period however arising and whether or not arising from any negligence, failure or omission of the Hirer or any other persons.

The Hire Equipment is and will at all times remain the absolute property of the Company, nonetheless, all risk for the Hire Equipment passes to the Hirer on and from the commencement of the Hire Period until the Hire Equipment has been returned into the possession of the Company. That is, title to the Hire Equipment shall remain with the Company.

4. The Company's ability to refuse participation

The Company may refuse any person participation in a Hire, at the Company's absolute discretion, whether or not that person has previously purchased a Hire. The Company will reimburse the price paid for a Hire if a person is refused participation in a Hire for any reason other than as set out in this Form. Failure to agree to the TERMS AND CONDITIONS AND DISCLAIMER will also result cancellation and refund of purchased hire.

5. Hirer's responsibilities

Hirer must:

a. satisfy itself at delivery that the Hire Equipment is suitable for its purposes;
    i. operate the Hire Equipment safely, only for its intended use, and strictly in accordance with the provisions of the Road Traffic Act 1974 (WA) and its amendments (the Act) and Regulations made under the provisions of the Act, and using all relevant safety gear, and in accordance with any instructions whether advised by the Company or supplied with the Hire Equipment.
b. operate the Hire Equipment only on roads or designated paths unless specific approval has been sort for other use;

c. at all times wear an Australian approved bike helmet. If a Hirer does not have their own Australian approved Helmet, the Company will supply the Hirer with a helmet for use during the Hire Period;
d. keep the Hire Equipment in their own possession and control;
e. use front and rear lights when riding in conditions of low light and/or limited visibility;
f. notify the Company immediately by telephone of the full circumstances of any mechanical breakdown or accident.
g. The Hirer is not absolved from the requirements to safeguard the Hire Equipment by giving such notification;
h. on termination of the Hire, the Hirer shall return the Hire Equipment complete with all parts and accessories in good order as delivered, fair wear and tear excepted;
i. obey the directions and instructions of the Company's employees;
j. keep and maintain the Hire Equipment in a working order, so that the Hire Equipment is suitable for rehire by the Company;
k. ensure the that the Hire Equipment is stored securely, whenever it is not in use, including the use of a lock which is to secure the bike to an immovable object;
l. not shall not assign the benefit of the hire contract nor be entitled to any lien over the Hire Equipment;
m. not alter or make any additions to the Hire Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Hire equipment or in any other manner interfere with the Hire equipment;
n. not use headphones, cameras, phones, portal music devices, or pagers while riding;
o. not make any modifications or adjustments to the bike except for the adjustment of the saddle position.
p. The Hirer acknowledges that the hiring is personal to the Hirer and the Hirer must not allow any third party to use, re-hire or take possession of the Hire Equipment at any time for any purpose.

6. Copyright

Site graphics, design, text are copyright the Company. Permission is granted to electronically copy and to print hard copy portions of the Site for the sole purpose of placing an order with the Company or using the Site as a shopping resource. Any other use of materials on the Site, including reproduction for purposes other than those noted above, modification, distribution, or republication, without prior written permission of the Company is prohibited.
The Company and its authorised sub-contractors have the authority to create, use and reproduce any photograph taken of the Hirer for any purpose including display and purchase by or on behalf of Hirers, without prior notice or payment of compensation to Hirer.

7. Terms of payment

In consideration for the provisions of the Hire Equipment, the Hirer must pay the Company the price as advertised.
All prices on the Site are in Australian dollars and are inclusive of GST. Prices are subject to change without notice.
All Hirers authorise the Company to take a $500 holding deposit, at the Company's discretion, from the Hirer's nominated credit card at the commencement of the Hire Period.
All Hirers authorise the Company to charge the nominated credit card to recover costs associated with the loss, theft, or damage of hired equipment at current Australian recommended retail prices.
The purchase of a Hire is non-transferable and specific to a particular Hire service. Hires and Gift Certificates, rights or entitlements to Hires and Gift Certificates, must not be offered as prizes, offered for sale or resale, or resold or used for any commercial purpose (including without

limitation promotion of any supplier or any supplier's products or services) without the Company's prior written permission. If the Company reasonably believes that these activities have occurred without such consent, the holder of a reservation or Gift Certificate may be refused participation in a Hire, without payment of any compensation.
The Hirer must advise the Company of Hire times reserved can only be changed up to 48 hours before the original Hire date, and changed only by time or date to another available time or date.
All Hires must be paid for at the time of making the reservation unless otherwise agreed by the Company in advance.
The Company may charge your credit card for any products or services purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing the Company with a valid credit card for payment of all fees. All fees will be billed to the credit card you designate during the registration process. The Company accepts credit card and Paypal. Transactions are processed through Stripe, a highly respected and secure payment gateway.
If at any time the Company is unable to process your credit card for payment, the Company reserves the right to charge you for any applicable default charges and/or cancel your account if payment cannot be obtained and seek recovery of any outstanding amounts due by you in accordance with applicable law.

8. Hire Period

The Hire Period shall commence upon the earlier of:
the delivery of the Hire Equipment to the location requested by the Hirer; the collection of the Hire Equipment by the Hirer from the Company;
the pick-up of the Hirer, by the Company.
The Hire Period shall terminate upon the latter of:
the collection of the Hire Equipment from the Hirer by the Company; or the drop-off of the Hirer, by the Company.

9. Cancellation and refunds

Hires will not proceed if the Company decides in its absolute discretion, whether for safety reasons or any other reason, to cancel a Hire at any time.
Should a Hire not proceed then the Company reserves the right to re-schedule the Hire at the Hirer's convenience, issue a refund voucher to the Hirer in the case of purchases bought through a third party reselling Hires ("Reseller"), or reimburse the Hirer the price paid for a Hire, but otherwise the Company shall not be liable for any loss or damage (including travel expenses or any other out of pocket expenses) relating to the cancellation of a Hire.
Hires are not refundable, except in accordance with these Terms or as agreed in writing by the Company. Refunds, where permitted, will only be made to the person who purchased a Hire from the Company.
Should the Hirer wish to cancel the Hire for any reason and provides the Company with notice of:

1. greater than 48 hours, the Hirer shall be entitled to a full refund of the price;
2. between 48 hours and 24 hours, the Hirer shall be entitled a refund of 50% of the price;
3. less than 24 hours' notice, the Hirer shall not be entitled to any refund.

If the Hirer wishes to reschedule the Hire and provides the Company with:
a. greater than 48 hours' notice, the Hire can be rescheduled for no additional fee;
b. or between 48 hours and 24 hours' notice, the Hire can be rescheduled for an additional fee of $20.00.

10. The Company's liability

All Hirers must read, acknowledged and agree to this TERMS AND CONDITIONS AND DISCLAIMER, which must be signed by the Hirer before any hire services can be undertaken.
Hirer agrees that to the extent permitted under applicable law, in no event will the Company or its officers, employees, directors, parents, subsidiaries, affiliates, agents or licensors be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data, lost opportunities, or business interruptions or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy), arising out of or related to your use of or access to, or the inability to use or to access, the Hire, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute or otherwise.

To the extent permitted by law, the Company limits its liability for breach of any term, condition or warranty implied by statute and that cannot be legally excluded to, at the Company's option: (i) refunding the price of the goods or services in respect of which the breach occurred; or (ii) providing, replacing or repairing those goods or providing those services again. To the maximum extent permitted by applicable law, in no event shall the Company's aggregate liability for any claims arising out of or related to these Terms and Conditions exceed an amount equal to the booking fee actually retained by the Company in connection with the Hire giving rise to such claim.

It shall be your responsibility to make all necessary enquiries and take any action you consider necessary if you require insurance or to have insurance coverage that covers you in respect of any goods or services provided by the Company, prior to proceeding with a booking.

11. Disclaimer

The Hirer accepts that bike riding is a dangerous undertaking and has inherent dangers and risks, including the risk of injury or death to the participant.
The Hirer accepts that in undertaking such activities, does so at their own risk.
The participant further acknowledges and agrees that due to the nature of the activity, it would be unreasonable for the Company to be in any way responsible for any injury to or death of the participant and the participant hereby, to the full extent permitted by law, waives all of his or her legal rights of action against and fully releases the Company for loss, damages, injury or death howsoever arising out of or in relation to the participation by the participant in the activities conducted or organised by the Company including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the company, its office bearers, directors, employees or agents.

12. General

A reference in this terms and conditions contract to a Hirer, person, group or party includes natural persons, corporations, partnerships, associates and associations or other legal entity.
In this hire contract where a party comprises more than one person, those persons shall be bound by this hire contract and terms and conditions, jointly and severally.
If there is more than one Hirer/person in a group it is the group organiser's responsibility to ensure every member of the group understands and accepts the Company's Terms and Conditions. It is the group organiser's responsibility to provide the Company with the name, contact details, drivers licence or passport details of each member of their group.
If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

The failure of the Company to enforce any right or provision in these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing.
These Terms and Conditions of use may be changed by the Company from time to time. Any such changes become effective immediately upon being posted to the Company website. It is your responsibility to check the terms and conditions of use for any changes periodically and in any event prior to using the Company's hire bikes, equipment and services. If you do not agree to any changes, you must not use the Company's hire bikes, equipment and services in any way. Your use of the hire bikes, equipment and services indicates that you agree to the amended terms and conditions of use.
The Hirer acknowledges that the hiring is personal to the Hirer and the Hirer must not allow any third party to use, re-hire or take possession of the Equipment at any time for any purpose.
These Terms and Conditions are governed by the laws of Queensland, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of such state.

13. Definitions

In this agreement, unless the context otherwise requires:
"Hire" means the provision of any Hire Equipment or service supplied by the Company to the Hirer;
"Hirer" refers to the person, firm, organization, partnership, corporation trust or other entity hiring the Hire Equipment from the Company and includes any employees, agents and contractors of the Hirer;
"Hire Equipment" means any and all bikes, helmets, lights, locks and/or any other equipment supplied by the Company to the Hirer (and where the context permits, shall include any supply of services);
"Site" means the website located at the domain www.outtherecycling.com.au and any derivation thereof; and
"Hire Period" has the meaning given to that term, as provided in clause 8.

Bike Hire Terms & Conditions Accepted by:

Name	**Signature**	**Date**