

CONDITIONS OF HIRE

1. DEFINITIONS

The "Agreement" comprises all documents issued to the Hirer at commencement and termination of the Hire Period.

"ARTBIKES" means the trading name owned by Clarence City Council.

"Bike" means the bicycle described overleaf or any substitute bicycle and includes all parts and components of the bicycle.

"Damage" means the loss of or damage to the Bike and any loss, cost or expense incurred by ARTBIKES in connection with such loss or damage including, without limitation, the cost of repairs to the Bike or its market value at the time of such loss or damage (whichever is the lesser) and a reasonable administrative fee determined by ARTBIKES.

"Hire Period" means the period commencing with the time of hire and ending when the Bike is returned to the return location shown overleaf.

"Hirer" means the person who has signed overleaf or on behalf of whom this Agreement has been signed.

"Third Party Damage" means any loss of or damage to third party property, including property of ARTBIKES other than the Bike, and any costs incurred by ARTBIKES in connection with such loss or damage.

2. RENT OF BIKE

2.1 The Hirer hereby rents the Bike from ARTBIKES on the terms of this Agreement and for the period specified overleaf.

2.2 The Hirer agrees to the upfront payment of the fees of \$22 for overnight or \$44 for weekend hire, if applicable.

3. RIDER

3.1 The Hirer agrees and declares that s/he:

- (a) holds current photo identification valid in the place of hire;
- (b) meets the minimum height requirement of 150cm for male Bikes and 140cm for unisex Bikes;
- (c) weighs no more than 100kg; and
- (d) has correctly set out her/his particulars overleaf.

4. RIDING THE BIKE

The Hirer agrees that when riding and maintaining the Bike during the Hire Period s/he will:

- (a) not allow the Bike to be used for any illegal purpose, to carry passengers or a load more than that for which it was built;
- (b) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds

the legal limit in Tasmania;

- (c) take all reasonable steps to safeguard the Bike from accident, damage or loss, not abuse or misuse the Bike or use it when it is damaged or unsafe or use it in conditions for which it is unsuitable;
- (d) not allow any person to ride the Bike other than the Hirer listed overleaf;
- (e) not ride or use the Bike in contravention of any road traffic or other applicable legislation applying from time to time in Tasmania; and
- (f) secure and lock the Bike when leaving the Bike unattended.

5. RETURN OF BIKE

5.1 Subject to clauses 5.2 and 5.3, below, the Hirer will return the Bike to the location where the Bike has been borrowed from, in the same condition as it was at the commencement of the Hire Period, fair wear and tear and unforeseen breakdowns or defects excepted.

5.2 If the Hirer returns the Bike to a different location to where the Bike has been borrowed from, the Hirer will pay a charge of \$50 to cover the transport and other costs of returning the Bike to the originating location upon termination of the Hire Period, unless otherwise agreed in writing.

5.3 If the Hirer fails to return the Bike on the date on which it is due, a late fee of \$50 will be levied for each day or part thereof until the Bike is returned.

5.4 ARTBIKES may terminate this Agreement and repossess the Bike without notice if there has been a breach of this Agreement or ARTBIKES suspects that the Hirer has breached this Agreement or if it is likely that damage or injury may occur.

6. ACCIDENTS, SOILAGE, DAMAGE AND LOSS OF PROPERTY

6.1 Where the Hirer has an accident, the Hirer is liable, without limitation, for all:

- (a) damage to the Bike up to the replacement cost of \$950; and
- (b) Third Party Damage; howsoever caused and whether intentional or not.

6.2 The Hirer acknowledges that ARTBIKES is not liable for any loss caused by the theft of any personal property from the Bike, for the damage to any personal property on the Bike or for the loss of any personal property left on the Bike during or after the end of the Hire Period.

6.3 The Hirer is liable to the extent permitted by law for all Damage, including Third Party Damage occurring during the Hire Period.

6.4 The Hirer acknowledges that ARTBIKES has not in any way

represented itself to the Hirer as an entity carrying on the business of insurance.

6.5 The Hirer indemnifies ARTBIKES from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs) incurred by ARTBIKES as a consequence of the failure for whatever reason of the due and punctual performance of the obligations of the Hirer under this Agreement.

6.6 Should the Bike be returned dirty, such as excessive mud, sand or food products the Hirer will incur a \$35 cleaning fee.

6.7 Should the Bike be returned without the supplied helmet or lock, the Hirer will incur a \$48 fee for each item not returned.

7. LIABILITY OF ARTBIKES

7.1 ARTBIKES gives no express warranty in relation to the Bike. Certain conditions and warranties are implied by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified. Where ARTBIKES is permitted to limit its liability under those statutes for breach of an implied condition or warranty ARTBIKES limits its liability to replacement, repair or resupply of the Bike. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety.

7.2 ARTBIKES is not liable to the Hirer for any indirect, special, incidental or consequential damages relating to this Agreement.

8. CLAIMS AND PROCEEDINGS

8.1 Where use of a Bike by the Hirer results in any accident with a third party, or loss due to theft, the Hirer:

- (a) will immediately report such incident to the police station nearest to the scene of the incident and will secure a copy of the police report;
- (b) will not, without the written consent of ARTBIKES, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (c) agrees ARTBIKES or its insurer may at its own cost bring, defend, enforce or settle any legal proceedings against third parties; and
- (d) will immediately complete and return an ARTBIKES Accident/ Incident Report Form and furnish to ARTBIKES within 48 hours any statements, information or assistance which ARTBIKES or its insurer may reasonably require, including attending

at lawyer's offices and at Court to give evidence.

(e) will be liable for replacement costs of the Bike up to \$950 if the loss or theft of the Bike is due to the Hirer's negligence.

8.2 Where use of a Bike by the Hirer results in any damage not covered by 8.1, above, the Hirer:

- (a) will immediately complete and return the ARTBIKES Accident/ Incident Report Form; and
- (b) furnish to ARTBIKES within 48 hours any statements, information or assistance which ARTBIKES or its insurer may reasonably require, including attending at lawyer's offices and at Court to give evidence.

9. PAYMENT

9.1 The Hirer agrees to pay ARTBIKES all charges payable under this Agreement, including but not limited to:

- (a) all moneys payable by ARTBIKES or the Hirer arising out of the use of the Bike by the Hirer or imposed on ARTBIKES or on the Hirer by any governmental or other competent authority together with any related legal or court costs incurred by ARTBIKES; and

- (b) all moneys for which the Hirer is liable to ARTBIKES under this Agreement in respect of damage, cleaning, loss or otherwise.

9.2 For repayment of amounts payable hereunder the Hirer appoints ARTBIKES its agent to recover amounts payable under the Hirer's insurance, including the amounts payable under clauses 6.1 to 6.7 relating to the Bike and authorises ARTBIKES to charge the Hirer's charge card for all charges payable under this Agreement.

10. GENERAL

10.1 The Hirer acknowledges her/his interest in the Bike is as a hirer of ARTBIKES only and s/he agrees not to part with possession or dispose of or encumber or assign any right or interest in the Bike and not to create any lien on the Bike for repairs.

10.2 Waiver by ARTBIKES of any breach of this Agreement will not constitute a waiver of any subsequent or continuing breach.

10.3 In this Agreement, unless the contrary intention appears, words importing gender will include other genders and the singular includes the plural and vice versa.

10.4 Headings are inserted for convenience and do not affect the interpretation of this agreement.

CONTACT DETAILS

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