

**\*\* TERMS | CONDITIONS | WAIVER | DISCLAIMER \*\***

By hiring your chosen vehicle, you agree that you fully understand the nature of the activity in which you will partake. Be it cycling, electric scooter, moped or scooter riding, you confirm that you understand and accept upon yourself the risks and dangers involved therein. You also warrant that you and all members of your party, are capable of operating and assessing dangers of the vehicles chosen. You release Bike Shop & Hire and all related parties and employees of any liability or claims resulting from the operation of these vehicles and any accessories. This includes any claims relating to personal injury, 3rd party, damage to property and injury relating to anyone in your care.

All vehicles are provided with helmets and locks and you are hereby advised that wearing a helmet is a legal requirement by Australian law. Please lock the vehicles at all times when unattended as you are responsible for their safe-keeping your hire period.

Riding whilst under the influence of alcohol or drugs is strictly forbidden. Carrying passengers, unless on vehicles specifically designed this purpose is forbidden.

Whilst we encourage you to enjoy a ride along Four Mile Beach on our STANDARD HIRE BIKES ONLY, please **DO NOT RIDE bikes in the WATER** – SALT WATER DESTROYS the bikes. Repair costs will be charged for any bikes ridden in the ocean water.

**ALL VEHICLES:**

- You understand and accept the dangers & risks associated with riding your chosen hire vehicles
- You accept that you are responsible for the vehicles during the hire period
- You release the Bike Shop & Hire, it's employees and other related parties of any liability
- By law, you must wear a helmet
- No drink/drug riding
- Not on Macrossan st pavements
- Slow down & give way to pedestrians

**UN-POWERED BICYCLES:**

- Not in sea water
- Standard bikes ONLY allowed on beach (no road bikes/high-end MTBs)

**TOWN E-BIKES and E-SCOOTERS:**

- may not be ridden on the beach or off-road/dirt road
- must be ridden under adult supervision if under 16
- may not be ridden by children under 12
- must be ridden in bike lanes or on shared paths on any roads with a speed limit greater than 50kph

**SCOOTERS & MOPEDS:**

- You hold a current, valid license for vehicle hired
- Sealed roads only (no beach/dirt roads/pump track/bike paths, etc)
- Lock the steering when unattended
- Only 95 Octane fuel is used in the vehicle

**50cc MOPEDS:**

- M/cycle license required if carrying a passenger
- Not to Flagstaff Lookout
- 110Kg combined weight limit
- Not past Trezise Rd to the south (Mowbray Valley)
- Not past Mossman to the north
- You understand the dangers of the Capt Cook Hwy

**Renter's obligations:**

The renter agrees to ensure that:

- The tyres are kept at the proper pressure
- The vehicle is safely parked and locked at all times when not in use.
- All road rules and laws are adhered to.

- The vehicle is not ridden under the influence of alcohol or drugs.
- To contact Bike Shop & Hire immediately if there appears to be any malfunctioning of vehicle.

**Late returns:**

If the vehicle is not returned at the predetermined time as per the agreement, a fee of \$50 will be charged plus the normal rental fees for the additional time

**Authorised riders:**

The vehicle may only be ridden by persons authorised by Bike Shop & Hire. In the case of registered vehicles (Scooters and Mopeds), all authorised riders will be named in this agreement. All riders must hold a valid license for this class of vehicle.

**Liability and excess (Reduced Liability Cover – Registered vehicles only):**

In the event of damage to or loss of the vehicle, the lesser of \$2500 for 50cc vehicles or \$4500 for vehicles above 50cc and the actual cost of repair/replacement will be payable by the renter.

In the event the renter has purchased the Reduced Liability Cover, this amount is reduced to \$1000.

The Reduced Liability Cover shall not apply if the damage was incurred wilfully or whilst the rider was:

- under the influence of alcohol and/or drugs
- involved in an illegal activity
- involved in a race or other competitive activity
- not named in this agreement
- disqualified from driving a vehicle
- operating the vehicle on a track, trail, footpath, beach, park land or otherwise off-road
- operating the vehicle for charge or reward
- towing another vehicle

**Faults and breakdowns:**

In the case of any malfunction of any part of the vehicle whether caused by accident or breakdown, the renter shall contact Bike Shop & Hire by phone as soon as possible. No repairs or towing shall be undertaken without the express consent of Bike Shop & Hire.

The renter is responsible for punctures and rim damage during the hire period.

**Immediate recovery of vehicle:**

The rented vehicle shall be recovered by Bike Shop & Hire immediately without refund or compensation if the renter in any way breaches this agreement. The renter shall be deemed to have breached this agreement if:

- The rider has disobeyed a traffic law while riding the vehicle
- The rider has disobeyed the instructions of any member of any Australian law enforcement agency
- The rider has operated the vehicle while under the influence of alcohol and/or drugs
- The rider or vehicle has been involved in an illegal activity
- The vehicle has been involved in a race or other competitive activity unless specifically authorised.
- A rider not named in this agreement has been operating the vehicle
- A rider has operated the vehicle while disqualified from driving a vehicle
- The vehicle was operated on a track, trail, footpath, beach, pump track, park land or otherwise off-road
- The vehicle has been used for charge or reward
- The vehicle was used to tow another vehicle

**Owner's warranties:**

The owner of the vehicle warrants that:

- The vehicle is in a well maintained and roadworthy condition.
- A safety inspection has been undertaken
- The owner is not responsible for damage or loss to the renter's person or belongings resulting from the operation of this vehicle or theft of items in the vehicle.