

## Terms and Conditions of Hire

1. The hirer must be 18 years of age or older.
  - a) Minors (under 18) collecting bikes must be accompanied by an adult.
2. The hirer is responsible for checking all hire items prior to using the hire items.
3. If your hire transaction is processed using a credit card, we will retain your card details. This card will be used in the event hire items are stolen, lost, damaged, or not returned. Charges will be applied to cover all repair, replacement and recovery costs.
4. By accepting these hire terms and conditions ("hire terms") the hirer acknowledges that the hire items were in good condition upon delivery.
5. The hirer must ensure that all persons who the hirer permits to use the hire items comply with these conditions and the hirer agrees that the hirer shall be liable for any breach of these conditions by such persons.
6. The hirer must not breach the provisions of the *Road Traffic Act 1974 (WA)* and the *Road Traffic Code 2000 (WA)* (as amended from time to time) when riding a hire bike. Some of the provisions include:
  - a) Helmets must be worn and fastened at all times when riding.
  - b) Bikes ridden at night must be fitted with lights which must be turned on during hours of darkness.
  - c) Bikes must not be ridden recklessly or without due care and attention.
  - d) Bikes must not be ridden by persons under the influence of alcohol or drugs.

The hirer must ensure that bikes are only ridden on sealed roads and cycling paths.
7. The hirer must not adjust any part of the bike other than the seat.
8. The hirer must be a competent cyclist and must ensure that only other competent cyclists ride the hire bike.
9. The hirer must wear suitable clothing and footwear for riding a bicycle.
10. The hirer acknowledges that no credit or cash refund will be provided in case of early return of hired items.
11. Please store your bike lock in your backpack/bag. Do not store your bike lock near any moving part of the bicycle.
12. The hirer must ensure that all hire items are locked or placed in a secure place when not in use.
13. The hirer agrees that they will be charged for any item that is stolen, lost or damaged, whether or not the theft, loss or damage has been caused by the hirer.
14. Extensions of existing hires are subject to availability.
15. The hirer indemnifies the Rottnest Island Authority from, against, and in respect of all costs, damage, loss, claims, expense, liability, legal action and demands sustained, suffered or incurred by or made against the Rottnest Island Authority on account of, arising from or in respect of:
  - a) any loss of or damage to property or personal injury (including death) or illness caused by, in the course of or arising from the hire, the hired items or riding activity howsoever caused; or
  - b) the hirer being in breach, or deemed to be in breach, of these hire terms.
16. The hirer acknowledges that the hirer uses the hire items at the hirers' own risk and that neither the Rottnest Island Authority, nor any employee or agent of the operator shall be responsible or liable for any loss, damage, personal injury or death howsoever caused (whether caused by negligent or unlawful act or omission of, by or on the part of the Rottnest Island Authority or employee of the operator) arising from the use of the hire items or any incident involving the hire items.
17. Age and Weight restrictions  
The following weight restriction applies to child trailers and baby seats;
  - Do not use with a child under 12 months.
  - Maximum weight is 17kgs for baby seat.
  - Maximum weight for child trailer is 45kg.
  - Do not place more than 5kgs of luggage in the child trailer.
  - Do not exceed the maximum speed of 16kms per hour with child trailer.
  - Children must wear approved safety helmets.
  - Children must always wear attached safety straps.

Children hiring an adult bike will pay the adult rate.

The hirer is responsible for ensuring that the hired items/s are appropriate for the use of their child.

## 18. E-scooters

- E-scooter must only be used by the hirer.
- Helmets must be worn at all times when riding e-scooters.
- Only one person can use the e-scooter at any time.
- E-scooters must not be ridden when the equipment is wet (due to rain or if the hirer has been swimming or snorkeling).
- Riding through the Settlement Mall is not permitted (please dismount).
- E-scooters are only offered for one day hire and must be returned prior to Pedal & Flipper closing time. Failure to do so will result in forfeiture of \$200 deposit.
- Weight limit for riders is 120kgs in line with manufacturer's instructions.

## 19. Cancellation and modifications

Once payment has been received, booking cancellations either in part or full, will incur a cancellation fee dependent on the notice given:

- a) More than 7 days prior to bike pick up: no charge.
- b) 3-7 days prior to pick up: \$15.00.
- c) 2 days or less prior to pick up: full payment will be retained.

20. The Rottnest Island Authority complies with the *Privacy Act 1988*. Any personal information collected by the RIA is treated as confidential and will be used only for the purpose for which it was supplied by the customer.

21. The term "Bikes" in these terms and conditions refers to all rideables hired including ebikes and e-scooters.

22. The Rottnest Island Authority reserves the right to decline to hire bicycles, scooters or bicycle accessories including child seats and trailers, to any person who, in the opinion of the Rottnest Island Authority and its staff, fail to meet any requirement relating to safety, including weight or age restriction.

**AS A CONDITION OF HIRE, THE DEPOSIT OR BOND WILL BE FORFEITED OR YOUR CREDIT CARD WILL BE CHARGED FOR BREACHES OF CONDITIONS OF HIRE INCLUDING:**

1. **Failure to comply with the provisions of the Western Australian Road Traffic Code.**
2. **Dinking (more than one person on a bicycle designed for one person).**
3. **Riding on the beach or into lakes or the sea.**
4. **Riding on jetties.**
5. **Loss or theft of bikes.**
6. **Lost, stolen or damaged helmet, lock, and key (key must be returned with lock).**
7. **Bikes not returned inside bike hire building during business operating hours.**
8. **Identification number of bike returned does not match the number of the bike hired.**
9. **Any malicious or accidental damage, including buckled wheels, tyres skidded through to the canvas and bent forks or frames.**



**WARNING: The activity of cycling has some element of danger. Injury is possible. Please ride with care and responsibility.**

**WARNING: Pedal & Flipper strongly discourages the unsafe practice of strapping very young children to an adult whilst riding.**

**We have a free recovery and/or replacement service in the unlikely event your bike breaks down.  
(Breakdowns include: flat tyres, chain problems, gear problems, etc.).**

**Phone: 9292 5105**

**If you do not have a phone, stop the first vehicle you see and they will contact us by radio.**

**Average time for recovery/replacement is 40 mins in busy times as we have a 40km per hour speed limit in place for all island vehicles.**

**PLEASE NOTE: This service is not free if you have maliciously damaged your bike ie: skidded tyres.**