



## **TERMS & CONDITIONS OF BICYCLE HIRE**

1. The hirer must be 18 years of age or older.
2. The hirer is responsible for checking all hire items prior to using the hire items.
3. By accepting the Terms and Conditions the hirer acknowledges that the hire items are in good condition.
4. 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.
5. 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, and lights must be lit during hours of darkness and hazardous weather;
  - 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.
6. The hirer must not adjust any part of the bike other than the seat.
7. The hirer must be a competent cyclist and must ensure that only other competent cyclists ride the hire bike.
8. The hirer acknowledges that no credit or cash refund will be provided on the early return of any hired items.
9. The hirer must ensure that all persons who the hirer permits to use the bike are wearing clothing that is suitable for riding a bike at all times.
10. Please store your bike lock in your backpack/bag. Do not store your bike lock near any moving part of your bicycle.
11. The hirer must ensure that only children over the age of 12 months ride in either the trailer or baby seat of a hire bike.
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. Customers failing to return their bikes on the due date and time, or who leave their bikes or equipment outside the Pedal & Flipper building, will be levied a \$15 fee from the security bond or credit card used to secure the hire item.
15. If your hire transaction is processed using a credit card we may retain your card details.

These details may be used in the event the bike is stolen, lost or damaged.

16. Extensions of existing hires are solely at the discretion of Pedal & Flipper.

17. The hirer indemnifies the Rottneest Island Authority for all costs incurred by the Rottneest Island Authority in respect of:

- a) Replacing stolen or lost hire items;
- b) Repairing damaged hire items; and
- c) Personal injury or property damage caused by, or arising from, the hire items, howsoever caused.

18. The hirer acknowledges that the hirer uses the hire items at the hirers own risk and that neither the Rottneest 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 Rottneest Island Authority or employee of the operator) arising from the use of the hire items or any incident involving the hire items.

19. Age and Weight restrictions

For safety reasons, the following weight restriction applies to:

- a) Child Trailers – maximum 2 children, up to a total of 40kg
- b) Baby seats – maximum weight up to 17kg

Children that hire an adult bike will pay the adult rate.

20. Cancellation and modifications

Once payment has been received, booking cancellations either in part or full, will occur a cancellation fee dependant on the amount of notice given:

- a) More than 7 days prior to bike pick up: no charge
- b) 3-7 days prior to pick up: \$15
- c) 2 days or less prior to pick up: full payment will be retained.

21. The Rottneest 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.

**AS A CONDITION OF HIRE, THE DEPOSIT OR BOND MAY BE FORFEITED OR YOUR CREDIT CARD MAY 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 through or into lakes and the sea.**
- 4. Riding on jetties.**
- 5. Stolen or lost 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 hours of business.**
- 8. Bike number returning does not match the number on the receipt.**

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.).**

Please 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.