

ST KILDA CYCLES Saints Cycles Pty. Ltd. A.C.N. 100 943 833 (We, Us)

NOTE: If any Hired Equipment is damaged whilst on hire, please cease operating it and contact Us immediately.

BICYCLE HIRE AGREEMENT

NAME: _____ (You) AGE: _____ PHONE: _____

ADDRESS: _____ EMAIL: _____

Credit Card No: _____ Exp ____ / ____

IN CASE OF EMERGENCY PLEASE SUPPLY CONTACT NAME & PHONE NUMBER:

HOURLY/DAILY/WEEKLY/LONG TERM (*Please circle*) DATE & TIME OUT: _____ DATE & TIME IN: _____
(*Hire Period*)

Self Guided Tour: Half day / Full Day

Guided Tour: BEACH / YARRA / CITY

Gifts: Voucher / Standard tandem / Luxury tandem / Ultimate indulgence / Guided Tour / Cruiser adventure

HIRE FEE: \$ _____ per hour plus GST (tax invoice is supplied separately)

Deposit: \$ _____

BEACH CRUISER – MOUNTAIN BIKE – ROAD BIKE – HYBRID BIKE – KIDS BIKE – TANDEM
TAG-A-LONG – HELMET – LOCK (*Please circle*)

OTHER EQUIPMENT: _____
(*the Hired Equipment*)

BY SIGNING BELOW YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS :

1. You release the Owner from liability for any personal injury, death, property damage or any other loss or damage whatsoever involving the Hired Equipment whilst it remains in your possession or control. You agree to indemnify the Owner for any costs, claims, losses and damages initiated by a third party in respect of the same.
2. You expressly acknowledge and agree:
 - a) to pay the Hire Fee and any other amounts charged pursuant to these terms and conditions on demand;
 - b) that the Hired Equipment is hired for the sole purpose of bicycle recreational activity (*the Purpose*);
 - c) that the Purpose is inherently dangerous and You agree to use the Hired Equipment solely at Your own risk;
 - d) that You will not use the Hired Equipment in any manner whatsoever that is inconsistent with its design and the Purpose;
 - e) not to use the Hired Equipment at night, unless You fit the bicycle with approved front & rear lights or on sand or in salt water;
 - f) that You have inspected the Hired Equipment and are satisfied that it is in good order and repair and fit for the Purpose;
 - g) to indemnify the Owner against all costs, claims, losses and damages arising from the use of the Hired Equipment by You or by any third party and for any damage to, or loss or theft of the Hired Equipment at any time whilst in Your possession or control;
 - h) to follow all instructions from the Owner and to obey all laws in the operation of the Hired Equipment; and
 - i) to lock the Hired Equipment securely whilst not in use.
3. You must return the Hired Equipment in good working order (fair wear and tear excepted) at the expiry of the Hire Period. Upon its return, the Owner will refund to You any deposit paid in to it respect of the Hired Equipment. The Owner may, in its sole discretion and without prejudice to any legal rights that the Owner may have, retain all or part of the deposit paid by way of compensation for any loss or damage sustained to, or resulting from Your use of the Hired Equipment.
4. Without compromising any rights under clause 3, the Owner may at any time in its sole discretion charge to You the amount of any loss or damage suffered by the Owner as a result of damage sustained to the Hired Equipment or in connection with its use by You.
5. You agree that any employee, agent or independent contractor or any other person whatsoever acting on behalf of the Owner in connection with the supply of Hired Equipment is entitled to the protection of and can rely on these terms and conditions as if he/she were the Owner.

SIGNATURE (PARENT/GUARDIAN TO SIGN FOR PERSON UNDER THE AGE OF 18)

Signed:

Where did you hear about us? _____