



Bissy's Café Orange
Bike and Equipment Hire
Agreement and Waiver Form

ABN: 90 604 176 324

Please read **all** the following terms and conditions for Bike and Equipment Hire, and waiver conditions carefully before signing this agreement.

Hirer's full name: _____

Date of Birth: ____/____/____

Address: _____

Town: _____ State: _____ Postcode: _____

Phone No: _____ Mobile: _____

Driver's Licence: _____ Expiry Date: _____

Email: _____

Emergency Contact:

Name: _____

Phone No: _____ Mobile: _____

Rental Period: Date Hired: ____/____/____ Time: _____

Date Returned: ____/____/____ Time: _____

Where did you hear about us: Newspaper Radio Website Friend Other

Checklist – Filled in by staff on return

Equipment Hired (tick hired item, circle returned items):

- Bike Child BMX Tandem Child extension Helmet Repair
 kit Bike Pump Baby seat Basket Toddler Carry tray
 Bike chains

Checked out by (staff name):

Staff member initials: _____ (print) _____ *ensures that customer fully understands the terms and conditions in the agreement.*

Return check by: _____ Date: ____/____/____

Equipment comments and/or customer feedback:



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Rental Terms and Conditions:

- ◆ I accept full responsibility for all equipment hired by myself, partner, third party (or child if under the age of 18 years), and agree to pay for any equipment damage incurred during my hire period and agree to damage costs being withheld from rental bond to cover repair costs.
- ◆ I declare that all persons are able to, and capable of riding a bike of their own free will and ability.
- ◆ I will be mindful of and apply commonsense to minimize and prevent any danger or risk occurring to myself, partner, third party (or child if under the age of 18 years), property and hired equipment.
- ◆ I will adhere to all local and government road safety rules, laws and guidelines whilst riding in both community and public areas.
- ◆ I agree to ensure that myself, partner, third party (or child if under the age of 18 years) all wear a helmet (legal requirement) at all times whilst riding a rental bike, and that equipment is used and applied in a safe manner.
- ◆ I take full responsibility for any and all equipment hired by myself, partner, third party (or child if under the age of 18 years), and apply suitable precautions against theft and/or damage by housing or securing safely all hired equipment.
- ◆ I agree to be responsible for myself, partner, third party (or child if under the age of 18 years) and will be held responsible for all risk taken by myself, partner, third party (or child if under the age of 18 years) during activities.
- ◆ I agree NOT to lend or loan either bike/s or equipment to a third party during hire period.
- ◆ I agree to return all rental bike/s and related hired equipment in the same condition as was initially hired to me.
- ◆ Bissy's Café Orange have the right to refuse to hire any bike or equipment to a person judged incapable of undertaking activities in a manner which does pose a hazard or safety issue to either themselves, property or third person/s.

CANCELLATIONS and REFUNDS terms

14 days or less no deposit is returned, however if notice is received within 15 days of scheduled booking a 25% bond is refunded to hirer. All refunds after commencement of hire shall be at the discretion of owner/s, and incurs a fee to cover administration.

By signing and agreeing to the terms and conditions of this document, you are legally releasing, discharging and indemnifying Bissy's Café Orange owners, employees and associates from any liability or claim upon the aforementioned for damage/s or losses incurred by myself, partner or third party (or child if under the age of 18 years) against Bissy's Café Orange. This includes liability, mishap, accident and/or injury of a personal nature to myself, or property which occurred during the hire period.

I have of my own free will (voluntarily) and without any pressure and/or coercion **read, understand,** and **agree** to above terms and conditions of this Bike Hire Agreement and Waiver form.

Renter's Signature

____/____/____
Date

(Guardian/s signature for child under 18 years)

____/____/____
Date

_____ (Staff signature) ____/____/____





BIKE HIRE AGREEMENT & WAIVER

TERMS AND CONDITIONS

1. The Hirer refers to the person stated on the reverse side of this Bike Hire Agreement and Waiver. The Hire Operator refers to Paul and Fiona Rossiter, trading as Bissy's Café, Corner Anson & Warrendine Street, Orange (ABN90604176324)
2. The Hirer agrees to:
 - a. Not use any of the hire equipment in any complete racing howsoever described;
 - b. Not operate the hire equipment under the influence of any drug nor alcohol;
 - c. Provide a copy of a current photo identification card, for example a current Drivers Licence
 - d. Not lend, hire, lease, sublease, nor sell the hire equipment to any other person;
 - e. Not allow any other person to operate the hire equipment;
 - f. Pay all costs, charges and fees in relation to this Bike Hire Agreement to the Hire Operator;
 - g. At all times operate the hire equipment in a safe and proper manner in accordance with the hire equipment designed purpose;
 - h. At all times comply with the provisions of the Road Traffic Act of New South Wales, as amended, together with all other applicable Government Road Safety Rules and Regulations, howsoever described whilst operating the hire equipment;
 - i. At all times keep the hire equipment maintained in a safe and secure manner during the hire period;
 - j. Return the hire equipment to the Hire Operator on or before the expiration of the hire period in a similar condition as the hire equipment was hired to the Hirer;
 - k. Acknowledge that in the event the hire equipment is not returned on or before the expiration of the hire period, that the equipment hire bond in whole or part may be forfeited to the Hire Operator in accordance with the terms and conditions of this agreement;
 - l. Pay within the time stipulated all fines imposed pursuant to any lawful authority including legislation regulation in relation to the hire equipment or the use of the hire equipment during the hire period;
 - m. Hire and operate the hire equipment at his/her own risk at all times under this Hire Agreement;
 - n. At all times take full responsibility for all persons under the Hire's legal care, including but not limited to persons under the age of 18 and persons under a guardianship or similar arrangement;
3. The Hirer agrees that in the event of damage or breakage to the hire equipment to immediately return the hire equipment to the Hire Operator.
4. The Hirer acknowledged and agrees that all replacement parts including labour and repairs howsoever required shall be at the sole cost of the Hirer and must be paid to the Hire Operator at the time of return of the hire equipment to the Hire Operator and upon assessment of the repairs required.
5. The Hire Operator reserves the right to refuse to hire any hire equipment to any person at its sole discretion.
6. Cancellation of a Hire Agreement must be made at least 48 hours to the proposed date of hire by the Hirer in order for a full refund to be made to the Hirer. No other refunds shall be made by the Hire Operator under any circumstances.
7. The Hire Operator does not warrant the suitability nor performance of the hire equipment whatsoever.
8. The Hirer agrees that the Hire Operator accepts no responsibility for damage including any bodily injury, death, property damage or losses of any nature sustained by the Hirer or any other person whatsoever and howsoever arising out of an incident in relation to the hire of the hire equipment or any ancillary thereto and the Hirer and his/her executors and administrators and assigns expressly renounce all claims against the Hire Operator in respect thereof whereby the same may be due to or alleged to be due to any negligence, act, or omission on the part of the Hire Operator or not. The Hirer hereby releases and indemnifies and holds indemnified the Hire Operator and all representatives, employees, suppliers of equipment and owners of premises from all liability and responsibility whatsoever for personal injury, property damage or death howsoever caused including but not limited to the negligence of the Hire Operator and its related parties as described above.

Signed by the Hirer who acknowledges that he/she have read the above terms and conditions of this Hire Agreement and Waiver and understands those terms and conditions and accepts the hire of the equipment in accordance with this Bike Hire Agreement and Waiver.

Signature of the Hire

Date

