

## **Bendigo Cycles Bike Bag Hire Terms and Conditions**

### **Terms of Hire**

Bendigo Cycles is the owner of the bike bag (for the purposes of this agreement, the word 'bag' means bag or bags plural depending on the number of bags hired as per this agreement).

When collecting a bag from Bendigo Cycles, the hirer is required to complete the Bendigo Cycles Bike Bag Hire Agreement providing their full name, contact phone number, email address, and a valid photo ID. A refundable deposit of \$100 is also required on collection of the bike bag.

Bendigo Cycles agrees to hire the bike bag to the hirer under the following terms:

### **Bike Bag Components**

The hirer agrees that each bike bag consists of:

Budget EVOG Bike Bag containing:

- 1 x Bike Bag;
- 4x Wheelcase Tubes
- 2x Front Sticks (68cm)
- 2x Rear Sticks (54cm)
- 1x Bike Block
- 2x Webbing Loops
- 1x Frame Pad

Standard Albek Atlas Bike Bag containing:

- 1x Bike Bag
- 1x Frame/Crank Support
- 1x Fork Protector
- 1x Rear Axle Support
- 1x Top Tube/Handlebar Protector

Deluxe EVOG Bike Bag XL containing:

- 1x Bike Bag
- 4x Wheelcase Tubes
- 2x Front Sticks (68cm)
- 2x Rear Sticks (64cm)
- 1x Bike Block
- 2x Webbing Loops
- 1x Separate Handlebar Protection Block

## **Use of the Bike Bag**

The hirer uses the bike bag at their own risk, and must:

1. Decide the suitability of the bike bag for the purpose required;
2. Use the bike bag in a skillful and proper manner and only for the purpose and within the capacity for which it was designed;
3. At their own expense; clean, maintain and keep the bike bag in good order and condition;
4. Clean the bike bag properly and thoroughly upon completion of hire or be charged a cleaning fee of \$80.00;
5. Be responsible for the safe keeping of the bike bag, and indemnify Bendigo Cycles for any loss or damage to it by whoever and howsoever caused;
6. Be responsible for and indemnify Bendigo Cycles against all claims in respect of injury to persons, or damage to property, arising out of the use of the bike bag by whomever during the hire period however arising;
7. Not remove, cover, change or damage Bendigo Cycles identification tags or labels on the bag and associated equipment;
8. Not sell, hire, lease or otherwise part with possession of the bike bag or assign the benefit of this hire agreement; and
9. Not alter the bike bag in any manner.

## **Loss and Damage**

1. The hirer acknowledges that the bike bag is not insured. The hirer is responsible for the loss and damage (excluding fair wear and tear – see [Fair Wear and Tear](#) for more details) to the bike bag whilst on hire. The hirer will pay for any losses, damages, costs and expenses suffered by Bendigo Cycles in respect of the bike bag whilst on hire to the hirer. If a replacement bag is required, the hirer will pay Bendigo Cycles the full recommended retail replacement cost of the bike bag. The hirer is hereby authorized to take out insurance on their own behalf in respect of the bike bag.
2. The hirer acknowledges that they are responsible for and indemnify Bendigo Cycles against all claims in respect of damage to any bike packaged in the hired bike bag from Bendigo Cycles. The hirer is responsible for any loss or damage to any bike contained in the bag whilst on hire. The hirer is recommended to take out insurance on their own behalf in respect to any bike contained in the bag.

## **Condition of the Bike Bag**

The hirer will detail any pre-existing damage or blemishes on the physical Bendigo Cycles Bike Bag Hire Agreement completed when the bag is collected.

## **Fair Wear and Tear**

Fair wear and tear of the bike bag includes:

1. Light marks that can be removed by vacuum or general cleaning
2. Light scuffing or smears or regular day to day debris that is removable by general cleaning

Fair wear and tear of the bike bag excludes:

1. Any permanent damage caused by harsh or corrosive materials
2. Tears, cuts, scratches, holes or burns
3. Any damage to the structure, shape or positioning of a seat
4. Hair from pets
5. Excessive soil, mud or sand (other than from regular day to day use)
6. Evidence of smoking
7. Odours or foreign matter
8. Stains or marks that cannot be removed by general cleaning or require steam cleaning

### **Termination**

1. Without prejudice to any other remedies available to Bendigo Cycles and notwithstanding any period of hire specified, Bendigo Cycles may terminate this hire agreement at any time after giving the hirer one (1) day notice of termination or without notice if the hirer shall commit any serious breach of the hire agreement.
2. Upon termination, Bendigo Cycles shall be entitled to take possession of the bike bag/s and for this purpose the hirer irrevocably appoints Bendigo Cycles as their attorney and authorises Bendigo Cycles or its agent to enter on any land or premises owned by or under control of the hirer and recover the bike bag/s and the hirer will pay for and indemnify Bendigo Cycles against any claims, losses, damages, costs and expenses arising out of the repossession of the bike bag.

### **Failure to Return the Bike Bag**

If the bike bag is not returned within 7 days of the anticipated return date or such other date as agreed in writing between Bendigo Cycles and the hirer, the hirer acknowledges that they are liable to pay Bendigo Cycles an amount equal to the full recommended retail replacement cost of the bike bag upon demand.

### **Hire Cancellation Policy**

As a customer you may only cancel your hire reservation online or over the phone at any time prior to the hire commencing. No cancellation by the customer is valid unless it has been acknowledged in writing by Bendigo Cycles.

1. If you cancel your hire 30 days or more from the date of shipping or collection a full refund of the booking cost will be provided.
2. If you cancel your hire 14 to 30 days from the date of shipping or collection you will be charged 50% of the total booking cost.

3. Cancellations inside 14 days from shipping or collection date will be charged at 100% of the booking cost.
4. Bendigo Cycles reserves the right to cancel any booking up to the collection date.