

Bendigo Cycles Bike Rack Hire Terms and Conditions

Terms of Hire

Bendigo Cycles is the owner of the Shingleback Lite – 6 Bike.

When collecting the bike rack from Bendigo Cycles, the hirer is required to complete the Bendigo Cycles Bike Rack Hire Agreement providing their full name, contact phone number, email address, and a valid photo ID. A refundable deposit of \$200 is also required on collection of the bike rack.

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

Bike Rack Components

The hirer agrees that each bike rack consists of:

Shingleback Lite – 6 Bikes containing:

- Shingleback Lite rack
- Number plate holder
- Anti-rattle clamp
- Standard tow bar tube
- All nuts and bolts

Use of the Bike Rack

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

1. Decide the suitability of the bike rack for the purpose required;
2. Use the bike rack 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 rack in good order and condition;
4. Be responsible for the safe keeping of the bike rack, and indemnify Bendigo Cycles for any loss or damage to it by whoever and howsoever caused;
5. 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 rack by whomever during the hire period however arising;
6. Not remove, cover, change or damage Bendigo Cycles identification tags or labels on the rack and associated equipment;
7. Not sell, hire, lease or otherwise part with possession of the bike rack or assign the benefit of this hire agreement; and
8. Not alter the bike rack in any manner.

Loss and Damage

1. The hirer acknowledges that the bike rack 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 rack whilst on hire. The hirer will pay for any losses, damages, costs and expenses suffered by Bendigo Cycles in respect of the bike rack whilst on hire to the hirer. If a replacement rack is required, the hirer will pay Bendigo Cycles the full recommended retail replacement cost of the bike rack. The hirer is hereby authorized to take out insurance on their own behalf in respect of the bike rack.
2. The hirer acknowledges that they are responsible for and indemnify Bendigo Cycles against all claims in respect of damage to any bike transported in the hired bike rack from Bendigo Cycles. The hirer is responsible for any loss or damage to any bike contained in the rack whilst on hire. The hirer is recommended to take out insurance on their own behalf in respect to any bike contained in the rack.

Condition of the Bike Rack

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

Fair Wear and Tear

Fair Wear and Tear Includes:	Fair Wear and Tear Excludes:
Dents	
Dents of no more than 20mm in diameter where the paint surface has not been broken and there is no paint removal, paint cracking or flaking	a) Multiple dents within a specific local area regardless of size b) Any damage affecting or penetrating the paintwork
Stone Chips	
Isolated stone chips to any panel up to 2mm in diameter	More than 5 stone chips to an isolated area
Scratches	
Light scratches: a) Not more than 20mm in length and not more than 1mm wide b) No paint surface penetration c) Can be polished out	Any scratch where the metal, plastic or undercoat is exposed

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 rack/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 rack/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 rack.

Failure to Return the Bike Rack

If the bike rack 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 rack 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.