

Bendigo Cycles Bike Hire Terms & Conditions

Terms of Hire

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

When collecting a bike from Bendigo Cycles, the hirer is required to complete the Bendigo Cycles Bike Hire Agreement providing their full name, contact phone number, email address, and a valid photo ID. A refundable deposit of \$500 per bike for e-bikes or \$160 per bike for mountain bikes is also required on collection of the bike.

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

Customer agrees to return the bike in an undamaged condition to avoid any additional charges for repair, maintenance or replacement. Customer accepts use of the equipment, as is, in good condition and accepts full responsibility for care of the equipment while under their possession.

Damaged parts or components will be repaired or replaced at the shop's discretion and customer agrees to pay regular shop rates and retail prices for components replaced.

Undamaged condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes.

Transport of any bike must be made with a staff approved bike carry rack, not all racks are compatible with our equipment and can lead to damage of equipment.

Hourly and Daily rentals are due back at the assigned time. Late returns are subject to fees.

Refundable Deposit Terms

Customer agrees to provide Bendigo Cycles and its agents with credit card and driver's license details. At the discretion of the agent and before releasing any bike hire the customer authorises Bendigo Cycles and/or its agents to take a pre-authorisation amount (\$500 per bike for e-bikes and \$165 per bike for mountain bikes). The customer authorizes Bendigo Cycles and its agents to charge the credit card on file for all eventual costs in case of damages to the bicycle(s) during the rental period, comprehensive of labour, except in the case that the Customer can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, the Customer will be responsible for reimbursing Bendigo Cycles or its agents for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the bike rental.

Customer acknowledges that Bendigo Cycles and its agents may use anti-theft and/or tracking devices on all or some of its rental stock.

Assumption of Risk, Waiver and Release Agreement

Assumption of Risk

The Customer understands and accepts that renting a bicycle from Bendigo Cycles and participating in bicycling exposes the customer or their child to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. The Customer also understands themselves or their child should be in good physical health to participate in bicycling. In spite of the aforementioned risks and acknowledgements, The Customer hereby assumes all risk of injury or loss of life to themselves or their child and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result.

Waiver and Release

In consideration of Bendigo Cycles and its agents renting the Customer and their child a bicycle, the Customer specifically release and forever discharge Bendigo Cycles and its affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which the Customer and their child may suffer while renting this bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Bendigo Cycles or its affiliates, officers, agents, or employees. It is the Customers intent by the Waiver and Release Agreement to release Bendigo Cycles and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Bendigo Cycles and its agents or whether based upon breach of contract, breach of warranty, or any other legal theory. The Customer fully recognise that if injury, illness, death or damage occurs to themselves or their child while they are engaged in renting a bicycle or participating in bicycling, The Customer will have no right to make a claim or file a lawsuit against Bendigo Cycles or its affiliates, officers, agents or employees, even if they or any of them negligently cause the Customer and their child's injury, illness, death or damage.

Cancellation Policy

Customer can cancel their booking at anytime however the following charges may apply.

- No refund when cancelled within 24 hours of rental departure time.
- Rental date amendments can be arranged up to 24 hours before rental departure time with no penalty.

- A cancellation fee of 25% of the bike rental fee applies when notified within 7 days of rental departure time.
- Any refunds will be made into the card used to make the original booking
- Bendigo Cycles reserves the right to amend or cancel any reservation. If this is the case the customer's reservation will be rescheduled or fully refunded.