



# SCOOT THE VALLEY Hire Terms and Conditions

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## SCOOT THE VALLEY BIKE HIRE AGREEMENT

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### Rental Agreement and Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS AND DISCLAIMER CAREFULLY. If you do not agree to these terms you may not use our products or services.

By using Scoot the Valley's hire bikes you agree to these TERMS and CONDITIONS and DISCLAIMER (herein known as "Agreement")

Scoot the Valley owns and makes available for hire various bikes (herein referred to as "Bike") and biking equipment (herein known as "Equipment")

- I confirm that I am 18 years of age or over and can legally sign this agreement
- I agree to return and consign (to an official Scoot the Valley representative) the Bike in the same condition as when received (ordinary wear and tear excepted) to Scoot the Valley located at 26A West Terrace Clare, 5453, within the agreed time limits of hire
- The Bike and all accessories and attachments ("Bike" and "Equipment") supplied remain the property of Scoot the Valley and I, the renter, will not sell, hire out, lend or otherwise part with possession thereof
- I agree to comply with all road rules and regulations, and all lawful instructions and directions of Scoot the Valley, its directors, officers, employees, contractors and volunteers (collectively "Scoot the Valley"). If I fail to comply with the road rules and regulations, and instructions and/or directions of Scoot the Valley, and Scoot the Valley is notified of such, Scoot the Valley have the right to contact you to collect all hired equipment immediately, and outstanding hire period will be 'non-refundable'
- I acknowledge that cycling can be an inherently dangerous activity. I recognize that there are risks and hazards specifically associated with this activity, including the possibility of injury and death and loss and damage both to myself and my possessions. I therefore release Scoot the Valley of any liability resulting from injury, death, loss or damage during the hire of equipment from Scoot the Valley
- I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during any cycling activity. I accept full responsibility for injury, loss or damage arising from consumption of alcohol or mind-altering substance
- I agree not to misuse the Bike or use it in a manner that may be dangerous, reckless or not fit its purpose



# SCOOT THE VALLEY

## Hire Terms and Conditions

- I will not use the Bike in a manner which may offend or disrespect any other person
- I agree as a condition of hire to wear all safety equipment provided and will operate the hired equipment in accordance with any local and government rules and regulations that apply
- I agree to take full control of the hire equipment and assume total responsibility and agree to pay for any damages or loss, caused by riding falls, collisions and incorrect or improperly secured or positioned parking of the Bike
- I agree that I am solely liable and agree to pay for all expenses for any loss or injury occasioned to me, or my property, or caused to any other person or property
- I agree to indemnify the owner in respect of all fines, impositions or other penalties occasioned by the use of the Bike during the period of hire in respect to the violation of any Acts of Parliament, Orders, Regulations or by-laws currently in force
- Scoot the Valley reserves the right to take possession of the Bike or Bikes, as necessary and at any time, no refunds will be issued by Scoot the Valley if the equipment is not being used in accordance with this agreement
- I agree to exercise caution when using the Bikes on the Riesling Trail and respect other users of the Riesling Trail, if it is reported by users of the Riesling Trail that the Bikes owned by Scoot the Valley have been used in any manner that is offensive or disrespectful to other users of the Trail then Scoot the Valley reserves the right to take possession of the Bike or Bikes as necessary. No refunds will be issued by Scoot the Valley
- Any conditions or warranties not expressed, and which might be implied on the part of Scoot the Valley, except Statutory Warranties, are excluded
- Scoot the Valley and its employees reserve the right to refuse use of a Bike to any person on the basis of personal and/or public safety considerations
- I acknowledge that I may be charged for any damages to hired equipment
- I acknowledge that the Bike was in good condition prior to my use of it
- I acknowledge that there is no refund for early returns
- I acknowledge and accept that hire will not proceed if Scoot the Valley in its absolute discretion, whether for safety reasons or any other reason, decides to cancel hire at any time
- Should I wish to cancel hire for any reason I acknowledge and agree to:
  - Providing Scoot the Valley with greater than 48hours cancellation and that by doing this I am entitled to a full refund
  - If I cancel between 48 – 24hours I am only entitled to a 50% refund
  - Less than 24 hours cancellation I am not entitled to any refund



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## Disclaimer

- I acknowledge that my use of the Bike is at my own sole risk
- I acknowledge that using Bikes can be dangerous and that I may sustain loss, damage, harm or even death from such use
- To the fullest extent permitted by law I forever release and hold harmless Scoot the Valley against any loss or damage I may suffer from my use of the Bike. This includes the payment for any fines or penalties which are incurred as a result of my use of the Bike
- That I shall be solely liable for any loss caused by a third party arising because of my use of the Bike
- I will not allow any third party to use the Bike, nor will I sell, hire out, lend or modify the Bike in any way

**I confirm that I have read the terms of this agreement and that I agree to comply and be bound by these terms.**