

## **Terms and Conditions of Hire**

- **Hire period:** The hirer agrees to return the go-kart/s, Trailers/s and accessories by the agreed Finish Date and Time.
- **Cost of late returns:** If the go-kart/s, Trailers/s and accessories are not returned by the agreed Finish Date and Time, hire charges will be paid by the hirer every 10 minutes over the agreed hired time at 50% of the hourly rate of the total hire.
- **Damage to go-kart/s, Trailer/s, and accessories:** The hirer will be liable for any loss or damage caused to the go-kart(s) and accessories during the hire period and until the go-kart/s and accessories are returned to the place where they were hired, whether or not the hirer is at fault for the damage.
- **Personal safety:** The hirer acknowledges that they have read and understood the safety brochures available on the web at <http://www.transport.wa.gov.au/activetransport/>, or from the Whiteman Park 'A chance to take a ride on the wild side' information brochure. The hirer acknowledges that the hirer has conducted a safety check of the go-kart/s, trailer/s prior to hire and is satisfied that it/they is/are roadworthy and of a suitable size for the height and weight of the persons who will use the go-kart/s, Trailer/s.
  - Single go-karts are for one person only (unless passenger seat hired). No joy riders.
  - Family go-karts – front seat are for children only.

The hirer agrees that the go-kart/s, trailer/s is/are used in a safe and proper manner so as to limit the chance of causing loss, damage or injury to the hirer and fellow rider/cyclists or other people or the hired go-karts and their accessories. If the hirer becomes aware of any potential safety issue with a go-kart or trailer, the hirer will ensure that the go-kart or trailer is no longer used and will advise Pedal Play as soon as possible.

- **Pedal Play is not responsible for personal safety:** While pedalling is a perfect recreational activity for your leisure or enjoyment, pedalling can be dangerous to you and others with you. Pedalling is a sporting activity and can involve a significant degree of physical exertion or physical risk. Although we encourage you to enjoy our services and make the most of your pedalling experience with us, you acknowledge the physical exertion, risks and possible injuries to you or others with you associated with participating in recreational pedalling activities.
  - We exclude all liability for death or personal injury arising from any failure by us to take due care and skill in performing our services and ensuring that our Go-karts and Accessories are reasonably fit for use by you. This exclusion of liability includes all of our employees, agents and any other person we may have working with us in providing our Go-karts and Accessories to you.
  - The hirer rents the go-kart/s, trailer/s at the hirer's sole risk and agrees that Pedal Play will not be held liable in any way for loss, damage or injury caused to the hirer or any other person in connection with the go-karts/s or accessories.
- **Go-karts are not to leave the grounds of Whiteman Park or be left unattended:** The hirer will ensure that the go-kart/s, trailers do not leave Whiteman Park and remain on designated paths of Whiteman Park at all times. The hirer will ensure that the go-kart/s and go-kart trailer/s will not be left unattended by the hirer and other persons authorised by the hirer to use them.