# Free Ride.

# E-RIDE BIKE LOAN CONDITIONS

Thank you for exploring the possibilities of electric bikes and finding out how these bikes can benefit your lifestyle and help you reduce your car use. To make sure you're aware of your responsibilities when loaning a bike, we need you to carefully read this document prior to picking up your loaned bike.

## AN OVERVIEW OF THE LOAN PROCESS

- Bikes will be available to borrow for a 14-day period without charge, and can be picked up from The Free Ride Workshop at 35 Hillary Court between 12-2pm Saturdays.
- You must attend at least 3 group rides with our Pedal Ready instructor to get access to the library, and agree to the terms and conditions that follow.
- You will need to bring your NZ drivers licence or passport or other NZ ID with you at pick-up, and sign our waiver in person.
- Allow 30 minutes for bike pick-up and drop off as we'll need to show you all of the features of the particular bike and let you test ride it before you can take it home.
- Please be aware that Free Ride staff have the option to refuse the loan if we have serious concerns about your safety and skill level.
- When borrowing the bike, we will go through a condition report for the bike and check off the accessories that you are borrowing. When you return the bike, we will go through this checklist to make sure everything has come back in the condition in which it went out.
- Many of our bikes are large and unwieldy and difficult to safely transport using a vehicle, so it is easiest to ride the bike home or take it on the train. To get to the Free Ride Workshop you can take public transport, or perhaps a family member can drop you off.
- You will need to return the bike at the agreed time, with the battery fully charged before riding to the bike workshop.

# CONDITIONS OF THE LOAN

- Please note we are lending this bike to you in good faith. We recognise that cycling can be dangerous and trust you to take all necessary care to look after yourself and the bike.
- Our ebikes are for riding on roads, cycleways and trails like the Hutt River Trail. They are not to be used for mountain biking trails, tricks, skids or jumps.
- Our insurance covers the use of the bicycle so it will cover your partner or other people using the bike. Anyone riding the bike must be 18+ years (taking passengers younger than 18 years is allowed if secured in a child seat).
- All bikes are fitted with GPS trackers. Anonymised tracking data will be used for reporting purposes.
- Our bikes are insured against theft, but only if they are locked properly. Please make sure you know how to lock your bike, as you might be liable for the cost of the bike otherwise.
- When stored at home, the bike must be stored in a secured and locked space.
- If the bike or accessories are damaged or lost due to improper use you will be liable to pay an insurance excess.
- When loaning a bike, your responsibilities are to:
- o Have basic competence in general bike riding
- Provide a secure storage option for bike (indoors or secure undercover storage)
- o Care for the bike while in possession of it
- Use a helmet for all riders and passengers (helmets are available for loan)
- o Use child restraints at all times while carrying children
- o Use the lock provided along with the bike at all times when not riding it
- Use the provided lights at night or in low light
- Follow all road rules and safety recommendations
- It is a condition of the loan that you sign a waiver and release form, which will need to be done in person at the Bike Workshop at pick up. A copy has been attached below so you can read it before signing in person at the Bike Workshop at pick up.

#### **SURVEYS**

• As part of the loan conditions, you will need to fill in a pre- and post-loan survey. These surveys will only take a few minutes and will help us to make improvements as well as measure the success of this project and help build the case for future programmes.

# IN CASE OF AN ACCIDENT, DAMAGE OR LOSS

- Notify info@free-ride.nz of any accidents, damage or loss as soon as possible.
- If the bike gets stolen, contact police and report the theft. Obtain a police crime report stating details of the bike (lost property reports will not be accepted). You must provide us the key and the remains of the lock (if relevant).
- If the bike gets damaged, take detailed photos of the bike, the damage and the location of the bike when it got damaged. Email us a detailed description of what occurred to the bike.
- Our bikes come with Emergency Assistance. Call 0800 400 132 if you're in a situation where your bike is unrideable and you need help, like a flat tyre or battery malfunction. The Emergency Assistance team will work with you and may dispatch a technician, which will help you fix the problem with the bike. If that is not possible, they will try to get you and the bike to a point of safety (for example your home or a bike shop). If you are in an emergency where you need medical assistance or you are unsafe you should call 111.

# ACKNOWLEDGEMENT WAIVER AND RELEASE

- I agree to comply with all road rules and regulations, and all lawful instructions and directions of Free Ride staff during the bike loan period.
- I acknowledge that cycling can be a dangerous activity. I recognise that there are risks and hazards specifically associated with this activity, including the possibility of injury or death and loss or damage both to myself and my possessions. I therefore release Free Ride of any liability resulting from injury, death, loss or damage during the loan period.
- 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 any mind-altering substance.
- I acknowledge that I will be liable for the insurance excess payment of \$100 for the loss of the bike/accessories and/or any damage caused to the bike beyond what could be considered appropriate use and reasonable wear and tear.
- I acknowledge that I will be liable for total costs for the loss of the bike/accessories and/or any damage caused to the bike beyond what could be considered appropriate use and reasonable wear and tear, should the insurance company decline a claim whereby I have not complied with the insurance policies.

#### I hereby:

In consideration of Free Ride loaning me this e-bike, I specifically waive, release and discharge Free Ride and its affiliates, officers, contractors and volunteers from any and all claims, damages, losses (economic and non-economic) and liabilities of every kind for injury, illness, death, loss of or damage to property which I/a third-party may suffer while I hire this bicycle and participate in bicycling.

It is my intent by the Waiver and Release Agreement to release Free Ride and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life.

In signing this document, I fully recognize that if injury, illness, death or damage occurs to me/a third-party while I am engaged in hiring this e-bike or participating in bicycling, I will have no right to make a claim or file a lawsuit against Free Ride or its affiliates, officers, contractors or volunteers, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

Signed	
Name	
140110	
Date	

#### Info for hirers

# HOW TO LOCK YOUR BIKE

You must ensure your bike is properly secured. This means the bike's frame is locked to an immovable object. Additional locks can provide extra security for wheels.



# Option 1

As a minimum your approved lock must lock your bike's frame to an immoveable object.



## Option 2

If you can get your approved lock around the bike's frame, a wheel and an immoveable object that is better.

#### Find out about safe cycling

https://www.nzta.govt.nz/walking-cycling-and-public-transport/cycling/cycling-in-new-zealand/cycle-safety/