

BRIKE TERMS OF USE

The following terms (“Terms”) govern your rental and use of the Brike from Spinal Life.

Rules of use

The Brike is available for use 9am-4pm, Monday to Friday (excluding public holidays) with collection and return from Spinal Life Healthy Living Centre, 2-4 Smith Street, Cairns North.

Before Use

Users must read and understand the [Brike Quick Start Instructions](https://spinallifehealthyliving.com.au/book-the-brike/) found at spinallifehealthyliving.com.au/book-the-brike/.

Users acknowledge that the Brike is not suitable for or permitted to be used during wet weather or periods of high wind.

Users acknowledge and agree that the total weight of the rider, passenger and wheelchair must not exceed 200 kg.

During Use

The rider of the Brike must be 18 years or older.

Users agree to use the Brike appropriately, respectfully and for its intended purpose only.

The Brike is permitted to use shared and bike paths on the Esplanade (refer to map) and is not permitted to be used on public roads and pedestrian paths.

Both the rider and the passenger must wear a bicycle helmet and the passenger must wear the safety belt attached to the Brike.

Users must keep left and give way to all pedestrians.

If an incident happens and the Users are unable to return the Brike to Spinal Life, the Users must contact Spinal Life on 4047 7600 and in case of an emergency, call 000.

After Use

Users must report any accidents or incidents that occurred whilst using the Brike and any equipment breakages or maintenance issues to Spinal Life. Email: enquiries@spinal.com.au Phone: 4047 7600

Acknowledgement of risks and liability

The Users acknowledge that use of the Brike may involve risk and dangers to person and property including themselves posed by:

- the serviceability and condition of the Brike;
- risk of physical injury or damage from using the Brike;
- the actions or omissions of us, third parties and/or other persons using the Brike or involved in use of the Brike; and
- weather conditions.

Supervision of users of the Brike

Users acknowledge that Spinal Life and the Council do not supervise or provide instruction on the use of the Brike, and that:

- the persons using the Brike must ensure their own safety while using or being in the vicinity of the Brike; and
- the supervision of children and others unable properly to ensure their own safety remains at all times the responsibility of the Users, their carer, parents or guardians.

Disclaimer

Users understand that Spinal Life Australia and Council and their employees, contractors, and agents (collectively “representatives”) accept no responsibility for ensuring the safety of persons who use the Brike, nor, subject to the below, does Spinal Life Australia or Council make any promise or representation about the Brike and its fitness for any purpose.

Users acknowledge and agree that Spinal Life Australia and Council and their representatives accept no contractual obligation, no general law duty and no statutory duty arising out of or in connection with the Brike or its use and accept that Spinal Life Australia and Council and their representatives will not be responsible to any person, under any circumstance, for:

- death, illness, or injury suffered as a result of the use of the Brike; or
- loss or destruction of, or damage or injury to, the property of any person arising out of or in connection with or use of the Brike.

Exclusion of warranties

Spinal Life excludes all express and implied conditions and warranties in relation to the Brike except those conditions or warranties that cannot be excluded by law and Spinal Life’s liability under any such conditions or warranties is limited to, at Spinal Life’s option to:

- a) refunding the cost of the goods and/or services; or
- b) resupplying the goods and/or services.

Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) or any Fair Trading Act except to the extent permitted by such Acts.

Liability

Spinal Life’s liability for any Liability or Claim in relation to the rental or use of the Brike (whether under statute, contract, negligence or other tort, indemnity, or otherwise) is limited to the fees paid by the Users to Spinal Life to rent the Brike or if no fees are paid \$100



and excludes liability in relation to any Consequential Loss.

Spinal Life is not liable to the Users for any Liability or Claim caused or contributed to by the User or third parties to the extent of that contribution including without limitation, any negligence or breach of this Agreement by the User.

Release and Indemnity

In return for being permitted to use the Brike (with or without the payment of a fee) each User :

- acknowledges they use the Brike voluntarily and accepting the risk that they and any person in their care, may suffer or sustain illness, injury, death, or property loss or damage, irrespective of cause (including negligence) arising out of or in connection with the Brike or use of the Brike.
- releases and discharges Spinal Life Australia and Council and their representatives from responsibility for illness, injury or death, and for property loss, destruction or damage suffered or sustained, irrespective of cause (including negligence), arising out of or in connection with the Brike or use of the Brike.
- Indemnifies Spinal Life Australia and Council and their representatives against any Liability sustained or incurred by them or any of them through being held responsible (including responsibility for negligence) for:
 - illness, injury, or death I suffer or sustain, any person in my care suffers or sustains; or any third party suffers or sustains; or
 - any death, personal injury or loss or damage to property, arising from any act or omission by me in connection with the possession, use or operation of the Brike,

arising out of or in connection with the Brike or use of the Brike.

These Terms are governed by the laws of, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland.

Defined Terms

[The following expressions have the following meanings in these Terms :](#)

“Brike” means the three wheeled, battery power assist, pedal cycle for transporting the rider and a passenger in a wheelchair rented and used under these Terms.

“Claim” means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising,

whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise;

“Consequential Loss” means any loss of actual or anticipated income, profits, revenue, savings, production, business, opportunity or goodwill;

“Council” means Cairns Regional Council;

“Liability” means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);

“User/s”, “you” or “I” means the persons who are renting and using the Brike and associated equipment under these Terms.

“Spinal Life” or “We” means Spinal Life Australia Limited of Spinal Life Healthy Living Centre, 2-4 Smith Street, Cairns North.

Information Privacy Statement

Personal information collected by Spinal Life Australia Ltd under these Terms is protected by the Privacy Act 1988 (Cth) (the ‘Privacy Act’) and is collected and handled in accordance with [our Privacy Policy](#).

Date:	Users Signatures: (must be over 18yrs)	
Rider’s full name:		
Address:/Phone No:		

Date:	Passenger Signatures: or guardian if under 18 yrs	
Passenger’s full name :		
Address:/Phone No:		

