

GO EBIKE 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 either the Queens Wharf or Glen Innes Bike Hub at pre-arranged times.
- You must agree to the conditions of the loan as listed in this document, fill in a pre-survey loan and pay a \$100 deposit prior to picking up a bike.
- You will need to bring your NZ drivers license or passport with you at pick-up, and sign our waiver in person.
- Allow 30 minutes for bike pick-up 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 Bike Hub 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 easiest is to ride the bike home or take it on the train. To get to the Bike Hub, you can take public transport to get to the Bike Hubs, 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 hub.

DEPOSIT AND REFUND POLICY

- If you cancel your booking before 12pm on the Wednesday prior to your pick up date, your deposit will be refunded in full.
- If the ebike and accessories are not collected at the confirmed pick up time, your deposit will be kept by EcoMatters to cover our administrative time in arranging the loan.
- If the loan is refused due to the EcoMatters team having serious concerns about your safety when using the bike, the security deposit will be refunded within five working days.
- When the ebike and accessories are returned to us in good condition, at the agreed time and location, we will refund your deposit within five working days of the date of return.
- If the ebike and/or accessories are returned and there is significant damage to any loan item, your deposit will be kept by EcoMatters. EcoMatters reserves the right to decide what significant damage is, compared to normal wear and tear.
- If the ebike/ accessories are not returned at the agreed time, your deposit will be kept.
- EcoMatters reserves the right to make a final decision about the amount of deposit returned in any circumstances.

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 on road urban use in Auckland and can't be used off-road.
- 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 (passengers may be younger).
- All bikes are fitted with GPS trackers. 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 anything happens to the bike or accessories, you will be liable to pay an insurance excess.
- When loaning a bike, your responsibilities are to:
 - Have basic competence in general bike riding
 - Provide a secure storage option for bike (indoors or secure undercover storage)
 - Care for the bike while in possession of it
 - Use a helmet for all riders and passengers (helmets are available for loan)
 - Use child restraints at all times while carrying children
 - Use the lock provided along with the bike at all times when not riding

WAIVER

- 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 Hub at pick up. A copy has been attached below.

SURVEYS

- As part of the loan conditions, you will need to fill in a pre- and post-loan survey. These surveys only take a couple of minutes and will help us to make improvements as well as measure the success of this project and secure further funding to continue on.
- Please note that responses to surveys are in confidence. Information collected will only be used by EcoMatters and Waka Kotahi for the purpose of evaluating the pilot and individual responses will not be identifiable. Names and email addresses will not be kept.

IN CASE OF AN ACCIDENT, DAMAGE OR LOSS

- Notify ebikes@ecomatters.org.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 EcoMatters Bike Hubs 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 EcoMatters 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 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 reasonable wear and tear, should the insurance company decline a claim whereby I have not complied with the insurance policies.

For myself, my executors, administrators, heirs, next-of-kin, successors and assigns, I hereby:

1. waive and release all claims I may have against EcoMatters or anyone or more of their executors, administrators, heirs, next-of-kin, successors and assigns including any or all claims for injury, loss or damages caused by negligence of any of the above arising out of the bike loan together with any costs including legal fees that may be incurred as a result of such claim whether valid or not; and
2. indemnify and hold harmless the releasees and each of them against any such claim that I or any one or more of my executors, administrators, heirs, next-of-kin, successors and assigns may have or assert and against any costs including legal fees with respect thereof.
3. acknowledge that I have read this assumption of risk. I fully understand its terms and that I have given up substantial rights by agreeing to it. I accept this document freely and voluntarily without any inducement made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signed.....

Name.....

Date.....