

MSC Holdings Pty Ltd Trading As Happy Wheels (“Happy Wheels”)

Terms & Conditions for Hire of Equipment

1. General

All equipment is hired or supplied by us only upon the conditions set out in this document (“Conditions”). Unless expressly agreed by us in writing any other terms or conditions are excluded.

2. Definitions

“us” - means **MSC Holdings Pty Ltd Trading As Happy Wheels**.

“you” - means any Customer of Happy Wheels.

3. Prices and Payment

3.1 All equipment is hired subject to the Prices and Conditions at the time of delivery. Our prices and Conditions may be altered at any time without notice. All prices quoted are inclusive of GST unless otherwise specified.

3.2 Payment of the deposit is required at the time of booking. The deposit will be forfeited in the event of cancellation within one (1) week of the date of collection of equipment.

3.3 Payment is required in full at the time of collection of equipment. A credit card imprint will be taken which you authorise Happy Wheels to use in the event of any breach of these Terms and Conditions.

4. Waiver and Assumption of Risk

4.1 When the equipment is collected from our premises by you or your agent, the risk passes to you on collection.

4.2 You (or if you are under the age of 18 years of age then your parent or legal guardian) accept the equipment and related parts for use as is, and accept full responsibility for its care until returned to Happy Wheels.

4.3 You agree that the equipment is for your personal use only.

4.4 Any damage to the equipment, beyond reasonable wear and tear, will be your responsibility and you authorise Happy Wheels to charge your credit card for repair or replacement up to the full recommended retail price (RRP) of the equipment.

4.5 Tubular tyres that are punctured will incur a \$50 fee that Happy Wheels will charge your credit card on return of hired equipment if a puncture has occurred.

5. Hire and Return of Equipment

5.1 All equipment will be returned by 5pm on the Wednesday after the booked weekend.

5.2 Any equipment not returned by the following Wednesday of a booked weekend will be subject to another rental period on the same terms as the initial rental period unless approved by Happy Wheels.

5.3 Failure to return equipment after 30 days of the initial rental period will incur a charge for the full RRP for equipment hired.

6. Warranties

6.1 Happy Wheels gives no warranty (express or implied) in respect of the equipment, its fitness for purpose or the condition thereof.

6.2 All warranties implied by the *National Consumer Credit Protection Act 2009* and any other statutes (if any) that can be expressly excluded are hereby expressly excluded.

6.3 Where permitted by law, Happy Wheels' liability for breach of any warranty is limited to:

- (a) The supply to you of substituted equivalent equipment; or
- (b) The payment of the costs of supplying to you substituted equivalent equipment; or
- (c) The repayment to you of the hire fee.

7. Limitation of Liability

7.1 The liability of Happy Wheels is limited as follows:

(a) Happy Wheels is not liable to you for any loss or damage which you might sustain as a consequence of you ordering the wrong equipment or where the equipment is hired for a purpose which is outside the equipment's specifications.

(b) Happy Wheels will have no liability to you for any damage or loss which you might sustain where the cause of that damage is the negligence of you or any of your servants, agents or contractors.

7.2 You indemnify Happy Wheels against any liability to any third party who suffers injury, loss or damage where such injury, loss or damage is caused wholly or partly as a consequence of any negligent act or omission or other failure on your part.

8. Undertaking

8.1 You understand and recognise that recreational and competitive cycling and the use of cycling equipment are inherently dangerous and that there are certain risks, dangers and perils connected with such use.

8.2 You acknowledge that you have knowledge of the use of carbon aerodynamic wheel sets as they relate to acute handling needs and speed increases during an event and training. You are further aware of stability issues associated with cross winds and gusts, which could affect you during your use of any wheels provided by Happy Wheels.

8.3 You understand that this agreement is binding upon you, your heirs, executors, administrators, and assigns.

9. Waiver and variation

9.1 Any failure by us to enforce any or all these conditions shall not be construed as a waiver of any of our rights hereunder. These Conditions of Hire may not be varied except in writing signed by us.

9.2 If any part of these Conditions is determined to be unenforceable, in whole or in part, the enforceability of the remainder the Conditions will not be affected.

9.3 You agree that there have been no warranties given to you, express or implied, which extend beyond the specific description of the equipment and related parts on this form and on the website.

Date of Hire
Return Date
Name of Hirer
Address
Telephone
Email

Description of Equipment	Number of Items	Hire Fee	Deposit	Date Deposit Paid	Balance Due on Collection

Acknowledgement by Hirer

I have read and understood the above Terms and Conditions. I understand that this is a full and final release of liability, which will legally prevent me or any other person from making any claims for damages against the Happy Wheels or any associated parties in the event of personal injury, death or property damage arising from my use of the equipment. I further acknowledge that I have been given the opportunity to fully inspect and ask questions concerning Happy Wheels equipment and related parts, which in each instance have been answered to my satisfaction, and that I freely and voluntarily enter into this agreement. I have made no misrepresentations to Happy Wheels regarding my name, age or medical condition.

Name of Hirer

Signature of Hirer

Date