

This agreement is between the Wollongong City Council and the person hiring the beach wheelchair ("the Hirer").

TERMS AND CONDITIONS:

Eligibility to hire and use:

1. The Hirer must be over 18 years of age and proof of age is required at time of pickup. The Hirer may either be the person using the beach wheelchair ("the Passenger") or the person pushing the wheelchair ("the Support Person").
2. The Passenger must not exceed **100 kg** in weight.
3. The Passenger must be accompanied by one or more Support Persons who are capable to push the beach wheelchair on the sand or on a path.
4. The Hirer will ensure that each Support Person test their ability to safely push the Passenger in the beach wheelchair on level ground before taking the beach wheelchair onto the sand.

Responsibility during hire period:

5. During the hire period, the Hirer is responsible for ensuring that the beach wheelchair is used only by the Passenger within the Hire Location, the zone patrolled by lifeguards, in a safe and careful manner, and in accordance with the manufacturer's recommendations and the Safety and Handling Requirements listed below.
6. The Hirer will take reasonable steps to mitigate any risks and will immediately advise Council staff/lifeguards of any accidents/incidents involving the beach wheelchair, any damage to the beach wheelchair, and any parts of the beach wheelchair that are faulty or not working.

Safety and Handling Requirements:

7. Before the Passenger is seated in the beach wheelchair:
 - the footrest must be lowered; and
 - the brake must be on.
8. At all times during the hire period:
 - the Passenger must be accompanied by the Support Person(s);
 - the Passenger must use the lap-belts provided;
 - the directions of council officers must be complied with; and
 - *if taken into the ocean*, the beach wheelchair **must not be used in water deeper** than either its front wheel axle or the ankle of a Support Person (whichever is reached first).
9. Please be aware that:
 - armrests may heat up during sunny weather and risk burns to skin;
 - if fitted with balloon-like tyres, the beach wheelchair becomes unstable in water as it starts to float; it can also be damaged when used excessively on paved surfaces;
 - if fitted with bike-like tyres, the beach wheelchair can be harder to push in the sand.

10. The Hirer is responsible for providing any additional lap-belts/strapping if required.

Risk Warning and Liability Waiver:

11. The Hirer is responsible for any damage to the beach wheelchair arising from their own actions or those of the Passenger, Support Person(s), or other persons permitted to use the beach wheelchair during the period of hire and will reimburse the Council for such damages.
12. The Hirer understands and accepts the inherent risk of using the beach wheelchair as a large and heavy piece of equipment being used in a natural and unpredictable environment.
13. The Hirer understands the risk of personal injury to the Passenger, the Support Person(s), or others handling the beach wheelchair during the hire period, even when complying with these Terms and Conditions.
14. The Hirer agrees that the Council is not liable for any loss, damage, or injury suffered by the Passenger, Support Person(s), Hirer, or any other person arising in connection with this booking.
15. By proceeding with this booking, the Hirer confirms that they have read, understood, and agree to comply with the Terms and Conditions of Hire, including the Risk Warning and Liability Waiver, and agrees that the Wollongong City Council may contact them to seek feedback on the service.

SECTION A STAFF TO COMPLETE @ PICK UP			
Beach Wheelchair Type:			
Hire Date:		Hire Location:	
Hirer Name		Hirer Proof of Age sighted:	Y / N
Hirer Contact		Support Person test capability to push wheelchair	Y / N
Pick-up Time:		Return Time:	

SECTION B STAFF TO COMPLETE ON			
Actual return time:		Washed:	Y / N
Other issues / comments			