

## Beach Wheelchair – Hire Agreement

**Memorandum of Agreement** entered into between the **City of Busselton** (“the City”) and the **Applicant** named below (“the Applicant”)

### Recitals

- A. The City, as a service to the community, is making beach wheelchairs available to be hired out to the public;
- B. The City leases the number of beach wheelchairs (the “Beach Wheelchair”) as stated below to the Applicant on the following terms and conditions:

### Terms and Conditions of Hire

1. The Applicant covenants with the City of Busselton
  - (a) Not to use the Beach Wheelchair for any purpose other than its intended purpose as detailed in the Guidelines for Use, or to allow to be done, or to do anything that may cause the Beach Wheelchair to be vulnerable to damage;
  - (b) Not to do or allow anything to be done which may cause the Beach Wheelchair to be damaged or vulnerable to damage; or alter the Beach Wheelchair in any way;
  - (c) Not to alter or tamper with the Beach Wheelchair or make any changes or modifications to it;
  - (d) To comply with the Guidelines for Use, attached as Annexure B, at all times;
  - (e) Not to use the Beach Wheelchair outside the City of Busselton area
  - (f) To comply with any lawful directions given by or on behalf of the City;
  - (g) To return the Beach Wheelchair at its cost at the end of the hire period to the collection point (Busselton – Railway House or Dunsborough – Quindalup Sea Rescue) in good condition, which shall include but not be limited to the Beach Wheelchair being properly cleaned and in good working order and all moving parts being rinsed in fresh water;
  - (h) To indemnify the City of Busselton against any claim, loss or expense which may be made or arise as a result of the use of the Beach Wheelchair during the hire period;
  - (i) That it is an express condition of this Hire Agreement that the City shall not be liable for any loss, damage, illness or injury caused or found to be caused to any person or property as a result of the use of the Beach Wheelchair by the Applicant or any other person using the Beach Wheelchair during the hire period with or without the consent of the applicant.
2. The Beach Wheelchair remains at all times the sole property of the City.
3. The City may in its sole discretion and without any obligation to furnish reasons for its decision, terminate this agreement summarily and take possession of the Beach Wheelchair wherever it may be found.
4. Bookings are for half-day use only (am or pm)  
Note: a person may book for pm on one day and am on the next day

**APPLICANT DETAILS**

<p><b>Name:</b></p> <p><input type="checkbox"/> Regular user      <input type="checkbox"/> One-off user</p>	<p>I hereby acknowledge and admit that I have read, understood and accept above mentioned terms and conditions as well as the Beach Wheelchair Guidelines and Booking Procedure and that failure to return facility keys may result in fees payable to replace.</p> <p><b>Signature:</b></p> <p>_____</p>
<p><b>Home Ph:</b></p> <p><b>Mobile:</b></p> <p>Wheelchair Hire type:</p> <p><input type="checkbox"/> Busselton / Sandcruiser</p>	<p><b>Residential Address:</b></p>
<p><b>Date of Hire:</b></p> <p><b>Time of Hire:</b></p> <p><input type="checkbox"/> AM Hire – 9AM – 12Noon <input type="checkbox"/> PM Hire – 12.30PM – 4.45PM</p>	<p><b>Date/time due to be Returned:</b></p>
<p>Applicants Drivers licence or other form of photo ID sighted and photocopied: <input type="checkbox"/> Yes</p> <p>Type of ID: _____ Reference Number: _____</p>	

<p><b>STAFF TO COMPLETE upon beach wheelchair return:</b></p>	
<p>Date &amp; Time of Return: _____</p>	<p><b>Keys Returned?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Applicant's signature: _____</p>	
<p>To my knowledge the beach wheelchair has been returned to its location and is in good working order.</p>	
<p>STAFF Name: _____</p>	<p>Signature: _____</p>

For information or assistance requiring loans or maintenance of the beach wheelchair, please contact the Community Development Officer on 9781 0496.