

Sandcruiser Beach Wheelchair - Conditions of Use



This User Guide and conditions of use, together with the executed Conditions of Use form, constitute the agreement (hereinafter referred to as the "Agreement") between the hirer (hereinafter referred to as the "User") and Lord Howe Island Board regarding the free hire of the Sandcruiser Beach Wheelchair. Prior bookings are recommended and can be requested by calling 02 6563 2066.

Recitals:

The equipment is being made available for use by the hirer for the purpose of enabling the user to engage in a recreational activity as defined in the Civil Liability Act 2002. The activity may be classified as a dangerous recreational activity under relevant legislation.

Risk Warning:

Attention: Please read this Agreement carefully. The Board intends to rely upon the protections provided under the Civil Liability Act 2002. By signing this Agreement, you acknowledge and accept that the equipment is made available for use in a (dangerous) recreational activity, and you assume all risks associated with its use.

Terms and Conditions:

1. Responsibility and Liability:

1.1 The User acknowledges that they have a responsibility to operate the Sandcruiser Beach Wheelchair in a safe and careful manner, taking all reasonable steps to avoid accidents.

1.2 The User operates the equipment at their own risk.

1.3 The Lord Howe Island Board cannot be held liable for any incident that occurs while the equipment is in the charge of a third party.

2. Safety and Handling:

2.1 The User must read and understand the Safety and Handling information provided in this User Guide before using the equipment.

2.2 The Sandcruiser Beach Wheelchair is an all-terrain chair equipped with a lap belt but no thoracic belt.

2.3 Prior to seating a person, the User must ensure that the footrest is lowered and the parking brake is activated. The anti-tipping bar also functions as a brake.

2.4 The seat belt must be used when the equipment is in motion.

2.5 The user must assess the ease of pushing the wheelchair on level ground before attempting to take it onto the sand.

2.6 If the person in the chair weighs over 60-70kg, it is recommended to have two people assist with the Sandcruiser. The maximum recommended load for the wheelchair is 120kg.

2.7 Lord Howe Island Board staff cannot provide assistance if the user is unable to manage the sand.

2.8 The equipment is designed for use on dry and wet sand. In the case of particularly soft sand, instead of pushing (rear wheel drive), turn the equipment around and pull (front wheel drive) the chair.

2.9 The equipment can be used in low water levels up to the center of the rear wheel. It must not be used in deep water, and extreme caution is advised.

2.10 When using the equipment in water, it should only be done under the constant supervision of a person capable of maneuvering the chair in water.

2.11 The equipment must not be propelled by towing behind a motor vehicle, kite, or any other means other than being pushed by a carer.



3. Care:

3.1 To prevent damage, avoid using the Sandcruiser Beach Wheelchair on paved surfaces such as footpaths or roads whenever possible.

3.2 The equipment must be returned to the Lord Howe Island Board at the completion of the hire period.

3.3 The User must immediately inform Lord Howe Island Board staff of any loss, damage, or non-functioning parts of the equipment during the hire.

3.4 The Lord Howe Island Board reserves the right to require the hirer to pay for any loss or damage to the chair arising during the hire.

Agreement:

By signing below, the User acknowledges that they have read, understood, and agree to comply with the terms and conditions outlined in this Agreement, including the incorporated Conditions of Use form.

I, _____, have read and understand the terms and conditions of this Agreement.

Lodge (if applicable): _____ **Room #:** _____

Residential Address: _____ **Email/Phone:** _____

Name: _____ **Signature:** _____ **Date:** _____