

Te Waipounamu Motorcycle Tours Ltd

28b Byron Street Sydenham NZ New Zealand
 Tel: 64-3-372-3537 Fax: 64-3-377-3211
 Email: nzbike@motorcycle-hire.co.nz
 GST: 65-560-333

RENTAL Agreement: #

Renter's Name:

Licence No: Issued In: DOB: Expiry Date:
 Address:
 Phone: Mobile: Email:

Authorised Driver 1: Licence No: DOB:

Authorised Driver 2: Licence No: DOB:

Vehicle:

Model:
Licence Plate:
Kms Out:
Kms In:
Area of Use:

Fuel Level: 00 25 50 75 100

Rental:

Date Out: Arrival:
Due Back: Departure:

Rates and Fees	Days	Rate	Total
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Total Cost of Rental:

All charges subject to final audit

Payment Details

Balance Due

Signature of Hirer (1).
You should not sign this unless you are sure you understand its effect

Any accident or damage must be reported within two(2)hours and must be accompanied by a police report. Should the hirer fail to comply with any conditions of this contract, all losses and damages suffered by the owners arising out of such failure shall be borne by and paid for by the hirer. Subject to the terms & conditions contained in this agreement, the hirer acknowledges that they are aware, and the hirer agrees to rent the above motorcycle and elects to pay all amounts payable under this agreement by the method of payment of which details are given on this document.

The Hirer accepts responsibility for all traffic violations and parking infringements. Your details will be provided to the New Zealand Police should notice of any speed camera offences be received after hirers departure. A \$50 administration fee will apply for any unpaid fines or to delayed process of infringement.

LATE RETURNS
 Late returns will be charged for at the rate of 20% of daily rate per hour.

Signature of Hirer (1).
You should not sign this unless you are sure you understand its effect

Signature of second Authorised Rider (2).
You should not sign this unless you are sure you understand its effect

HIRER RESPONSIBILITIES
 Should any malfunction of the vehicle occur, any sign of overheating, you must stop the vehicle immediately or you will be held liable and loss of bond may occur
 Vehicles are provided in a clean and tidy manner and should be returned in a similar state otherwise a cleaning fee will apply.

I WILL LUBE AND ADJUST CHAIN AS REQUIRED (If applicable) Initials.....

I WILL CHECK ENGINE OIL AND COOLANT AND MAINTAIN TO CORRECT LEVELS. Initials.....

I WILL CHECK AND MAINTAIN CORRECT TYRE PRESSURES. Initials.....

I WILL CONFIRM FUEL TANK IS FULL ON COLLECTION AND ENSURE IT IS FULL ON RETURN. Initials.....

I WAS INSTRUCTED ON THE USE OF THE MOTORCYCLE, ACCESSORIES, AND SAFETY EQUIPMENT. Initials.....

INSURANCE EXCLUSIONS APPLY TO ALL GRAVEL ROADS AND IN PARTICULAR- SKIPPERS CANYON, DANSEYS PASS, MOLESWORTH ROAD, 90 MILE BEACH and HIGHWAY 318 (Coromandel). Initials.....

PERSONS WHO MAY RIDE THE MOTORCYCLE

The motorcycle may only be operated by persons described in this agreement and only if they hold a valid motorcycle license. Any license restrictions imposed by foreign jurisdictions must be observed within New Zealand. Rider must be over 25 years of age to rent motorcycles over 600cc engine capacity and 21 years for smaller machines.

INSURANCE COVER

Subject to the exclusions set out below, the hirer and any rider authorised to ride the motorcycle is fully indemnified in respect of any liability he might have to the owners in respect of the loss of, or damage to the motorcycle and its accessories and spare parts in any consequential loss of revenue or other expenses to the owners, including towing and salvage cost associated with the recovery of the vehicle and its accessories and spare parts. Subject to the exclusions set out below, the hirer and an other rider authorised to ride the motorcycle is indemnified to the extent of the value of any claim in respect of any liability he might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle up to a maximum of NZ\$1,000,000.

INSURANCE EXCLUSIONS

The indemnities referred to above shall not apply where the damage or loss arises when:

- (A) The rider of the motorcycle is under the influence of alcohol or any drug that affects their ability to ride the motorcycle.
- (B) The motorcycle is in an unsafe or unroadworthy condition that arose during the course of hire and that caused or contributed to the damage or loss, and the hirer or rider was aware or ought to have been aware of the unsafe or unroadworthy condition of the motorcycle.
- (C) The motorcycle is operated in any race, speed test, or contest.
- (D) The hirer is not a body corporate or department of state and the motorcycle is ridden by any person not named in this agreement, being the only person or persons authorised to ride the motorcycle.
- (E) The motorcycle is ridden by any person who at the time when they rode the motorcycle is disqualified from holding, or has never held a driver's license appropriate for that vehicle.
- (F) The motorcycle is wilfully or recklessly damaged by the hirer or any other person named in this agreement or riding the motorcycle under the authority of the hirer, or is lost as a result of the wilful or reckless behaviour of the hirer or any such person.
- (G) The motorcycle is operated outside the term of the hire or any agreed extension of that term. It is agreed between the owners and the hirer that section II of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions constituted a contract of insurance.
- (H) Travel on any unpaved section of road or beach unless permission is obtained from the owners.
- (I) The motorcycle is involved in an accident and the hirer is subsequently charged with reckless, careless, or dangerous use of a vehicle.
- (J) In the event of a collision between two or more of the owner's motorcycles, the hirer deemed to be at fault will pay up to the full amount of all motorcycle bonds.

OWNERS OBLIGATIONS

The owners shall supply the vehicle in a safe and roadworthy condition.

The owners shall be responsible for all ordinary and extraordinary cost of running the motorcycle during the term of the hire, except to the extent that by the terms of the agreement those costs are payable by the hirer.

NOTE: The cost of fuel and oil used during the term of hire is the responsibility of the hirer.

MECHANICAL REPAIRS AND ACCIDENTS

If the motorcycle requires repair or salvage, whether because of accident or breakdown, the hirer shall advise the owners of the full circumstances by telephone (03) 372 3537 as soon as practical.

The hirer shall be responsible for salvage or repairs in the event of hirer being unable return vehicle to specified time and place. To contact owners who will arrange recovery of vehicle at hirer's expense under terms of open bond.

The hirer shall ensure that no person shall interfere with the distance recorder or speedometre, or except in an emergency any part of the engine, transmission, braking or suspension systems of the motorcycle.

The hirer will be responsible for any repairs to the motorcycle arising from negligence or oversight during the duration of hire. This will exclude what is termed reasonable wear and tear or the first 24 hours of possession from the owners.

USE OF THE MOTORCYCLE

The hirer shall not use or permit the motorcycle to be used for the carriage of passengers for hire or reward unless the motorcycle is hired with the knowledge of the owners for use in a passenger service licensed under Part VII of the Transport Act 1962 or exempted from licensing under that Act.

If charged with riding 40 kilometres per hour or greater, over the posted speed by the New Zealand Police, IMMEDIATE IMPOUNDMENT of the vehicle for 28 days is possible. All cost associated with such impoundment, together with costs to return motorcycle to its owners will be recovered from the hirers bond. In such circumstances the hire is terminated without replacement.

THE HIRER SHALL NOT:

(A) Sublet or hire the vehicle to any other person.

(B) Permit the motorcycle to be operated outside their authority.

(C) Operate the motorcycle, or permit it to be operated, in circumstances that constitute an offence by the rider against section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of alcohol or other drugs).

(D) Operate the motorcycle or permit it to be operated in any race, speed test, or contest.

(E) Operate the motorcycle or permit it to be operated to propel or tow any other vehicle.

(F) Operate the motorcycle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations Act 1976, or any other Act, regulations, or by-laws relating to road traffic.

(G) Operate the motorcycle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the motorcycle.

(H) Ride or permit the motorcycle to be ridden by any person if at the time of riding the motorcycle, the hirer or other person is not the holder of a current drivers license appropriate for the vehicle.

RETURN OF MOTORCYCLE

The hirer shall, at or before the expiry of the term of hire, deliver the motorcycle to the address detailed on the reverse side hereof or obtain the owners consent to the continuation of hire. Return of bond when the motorcycle is returned in same condition.

The refund of any monies resulting from the early return of a motorcycle or abandonment of the hire for any reason will be the prerogative of owners.

IMMEDIATE RETURN OF MOTORCYCLE WHERE DEFAULT OR DAMAGE

The owners shall have the right to terminate the hiring and take immediate possession of the motorcycle if the hirer fails to comply with any of the terms of this agreement, or if the motorcycle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owners and the rights of the hirer under this agreement or otherwise.

NOTE:

The hirer must be provided with one copy of this agreement and produced on demand to any authorised employee of the New Zealand Police.