

## Terms and Conditions

This agreement is between the prospective hirer and CR Motorcycle rental the company. You agree to rent the motorcycle described including all accessories, tools, equipment and any replacement motorcycle from CR Motorcycle rental.

### **1. Vehicle Condition And Return**

The Company delivers the vehicle to you in good operating condition. You agree to return the vehicle in the same condition except for ordinary wear and tear, (BUT DOES NOT INCLUDE ANY DAMAGE). The Company reserves the right to take possession of the vehicle without notice at your expense should any of the following occur:

The vehicle is illegally parked. The vehicle is used in violation of the law and/or of this agreement. The vehicle is apparently abandoned.

**2. Extension** You shall notify the Company and obtain its authorization for extension of hiring period beyond the Due in Date and Time. Such notification must be done PRIOR TO THE DUE IN DATE AND TIME, otherwise the Company shall immediately report the vehicle as stolen.

**3. Unauthorized And Prohibited Use** Persons prohibited from driving the vehicle:

- Persons other than those identified and/or other persons the Company approved in writing.
- Persons not licensed for the class of the vehicle.
- Persons with a blood alcohol exceeding the lawful limit.
- Persons who use false identity and person who provides his or her identity to be used as false identity by other person.
- Persons who's Drivers License has been cancelled, endorsed or suspended within the last three years.

The vehicle must NOT be used

- On unsealed or off road conditions under any circumstances.
- To carry paying passenger or to carry any inflammable, corrosive or explosives material.
- To propel or tow other vehicle, trailer, boat or any other object unless authorized by the company in writing.
- To carry more people and/or greater load of goods than permitted by the law.
- To carry water skis, surfboards, bicycles, canoes or the like of on the vehicle.
- In a manner and/or for the purposes other than for which the vehicle was designed and constructed.
- For racing, reliability and/or speed trials, pace making, hill climbing or tested in preparation of such purposes.
  - In a dangerous manner.
- For any illegal purposes including contravening any legislation or regulation that controls vehicular traffic.

#### **4. Financial Obligations**

Joint hirers and ALL riders are jointly and severally responsible under this agreement. By entering into this agreement you authorize the Company to debit your credit card (and you shall pay on demand any balance owing) with the following charges.

- All rental charges.
- All charges claimed to the Company due to parking or any other traffic infringements incurred during the period of hire or until such later time when the vehicle is returned to the Company.
- All loss of or damage to the vehicle ( including loss of use), Third party damages, legal expenses, assessment fees, towing and recovery, storage and Company service charges where:
  1. Any condition of this agreement and in particular condition 3 has been breached.
  2. Any special condition has been breached.
  3. The vehicle is involved in a single vehicle accident, unless the Company waives such loss to a single vehicle liability amount.
  4. You have left the vehicle unlocked or you leave the keys in the vehicle.
  5. You have not kept the key securely under your personal control.
  6. The under body of the vehicle is damaged regardless of the cause when no other vehicle is involved.
  7. The tires of the vehicle are damaged other than normal wear.
  8. The vehicle is totally or partly immersed in water regardless of cause.
  9. The interior of the vehicle is damaged regardless of cause when there is no other vehicle involved.
  10. The vehicle is damaged due to being driven under or into an object lower than the height of the vehicle.
  11. You fail to maintain all fluid and fuel levels or fail to immediately rectify or report to the Company any defect you found.
  12. The vehicle is damaged due to loading and unloading other than normal wear.
  13. You fail to properly secure any load or equipment, which leads to loss of the load or equipment.

When you pay by credit card or direct the Company to bill charges to other person, corporation, firm or organization who or which fails to make payment when it is due, you shall immediately pay on demand the full amount due to the Company. The Renter will pay to CR Motorcycle Rental the rental charge specified. If mechanical damage is caused by the mis-use or abuse of the motorcycle, the renter will remain liable for the hire charge for the remainder of the unexpired hire period together with all repair costs, replacement parts and costs for the cancellation or postponement of the hire of the motorcycle to future customers as a result of its unavailability. This will be calculated by determining the percentage usage, over 60 days immediately preceding the damage, and multiplying this by the number of days that the motorcycle is unavailable.

**CR Motorcycle Rental** may repossess the motorcycle at any time without demand upon CR Motorcycle Rental becoming aware that the Renter is in breach of any term or condition of this Agreement or that the Motor Cycle is damaged in any way or that continuing use of the motorcycle would be likely to adversely affect the motorcycle or its performance.

## **5. Damage Cover**

If you act within the terms and conditions of this agreement the company will grant a damage cover (including legal costs incurred with the Company's consent) for your benefit in respect of damages to the vehicle or third party damage other than any property owned you and any friend, relative, associate and passenger or your physical legal control. This cover is subject to: Your payment of the insurance excess specified as \$2000.00 for over 25 years old \$2650.00 for 21 years to 25 years old Theft excess is \$5000.00. You not acted or caused any other person to act in any manner which contravenes this agreement including special conditions. You provide such information and assistance as may be requested and, if necessary authorize the company insurance to bring, defend, or settle legal proceedings where the company shall have sole conduct of the proceedings. NO cover for under 21 years of age. Riders must be licensed for a minimum of 2 consecutive years for non LAMS bikes. You also have not had any accidents/claims/losses in the last 3 years.

## **6. General Provisions**

You shall promptly report any incident involving loss or damage to the vehicle or loss involving the vehicle while hired under this agreement to the company and shall deliver to the company immediately, every summons, complaint or paper in relation to such loss. Compliance with this sub paragraph does not excuse you from reporting all incidents to police or other relevant authorities. You shall release and indemnify the company and it's agents and employees from all claims loss or damage to your personal property and any other person's property left on the vehicle at any time before, during or after the rental period regardless of the cause. Except as provided by law, no driver or passenger on the vehicle shall be deemed to be the agent, servant or employee in any manner for any purpose whatsoever. The company gives no express or implied warranty as to any matter whatsoever including but not limited to the condition of the vehicle and equipment, it's merchantability or fitness for any particular purpose. No right of the company in this agreement may be waived except in writing by an officer of the company.

- Words used in this agreement to denote any gender shall include all genders, singular words include the plural, and noted.

## **7. Personal Accident Insurance**

**Irrespective of the level of insurance that applies to this agreement, the "at fault rider and not fault rider" has no cover for damage or personal injury to him or herself. Until a claim has settled by payment to CR Motorcycle Rental, the excess will be payable by the Renter regardless of fault.**

### **8. Online Payment**

Online payment must be paid in 20% of total rental cost and full amount on collection date, or paid 100% online. Bond can be paid before collection date or on the day of collection. Cancellation fee applies of 20% of total rental if cancellation one month before date of rental. Cancellation fee of 100% one week before date of Rental.

### **9. Deposit / bond**

All motorcycle rentals will have a \$2000.00 bond on Pre-Authorization on a bank-card or cash bond for over 25 years of age and \$2650 for 21 to 24 year old renters. Cash bond will be returned when motorcycle is returned in the same condition as received and Pre-Authorization with drop off in 7 days from transition.

**Motorcycle must be washed and full of 98 octane petrol or a \$50 fee will apply.**