

**NZ Motorbikes Ltd.**  
**Terms and Conditions effective**  
**01 April 2017 – 31 March 2018**



**1. Hire Description**

NZ Motorbikes Ltd (NZ Motorbikes) will let and the Hirer will rent the Motorbike described on the rental agreement.

**2. Rental Duration**

Hire periods are calculated in 24hr periods from the commencement time and date booked.

**3. Payment**

While making a booking a NZD\$9 booking fee will apply to the Hirer's booking request. A deposit of 25% will be debited from the Hirers registered credit card. The Hirer shall pay to NZ Motorbikes the remaining amount plus a 3% credit card fee, 40 days prior to the collection of the Motorbike, as specified on the NZ Motorbikes booking confirmation.

The Hirer shall pay for all petrol or oil used in the Motorbike during the period of hire.

The Hirer shall be liable for the insurance excess and insurance exclusions as set out in Clause 14 and 15.

**4. Motorbike Collection and Return Agreement**

NZ Motorbikes operates branches in Auckland and Christchurch. The Hirer must adhere to collection and return date, place and time as stated on the rental agreement. A change in destination is subject to availability.

If you plan to pick up your motorbike in Auckland and drop off in Christchurch, or vice-versa, an additional **\$399.00 one-way drop-off fee** is payable.

**All Motorbikes must be collected and returned to a NZ Motorbikes branch. NZ Motorbikes does not accept any Motorbike collection and return after 3.00pm** unless an after-hours collection or return has been prearranged. This will incur a NZD\$80 fee.

A breach of contract relating to collection or return date and location will incur a NZD\$1000 penalty fee plus all related costs.

Late collection or early return of the Motorbike does not entitle the Hirer to any refund of the unused portion of the rental.

**The Hirer will return the Motorbike**

- **with a full fuel tank**
- **in a reasonable clean condition**

**5. Branch Hours**

Monday to Sunday: 8am to 4pm

Public Holidays: 8am to 4pm

Branches are closed Christmas Day (25th December) and New Year's Day (1st January).

**NZ\$80 surcharge will apply to all Motorbikes collected or returned on National Public Holidays.**

*For further information, please visit the following website: <http://publicholiday.co.nz>*

**6. Age Restriction**

The Riders minimum age is 25 years old and must hold a valid motorcycle licence suitable for the motorbike being hired. The Can Am requires the driver to hold a valid car driver's licence.

**7. Drivers Licence**

A full resident country driver's licence must be presented at collection of the Motorbike for each nominated driver. If the licence is not in English, an international driver's permit is also required, or an accurate translation.

**8. Cancellations**

**The deposit is non-refundable.**

The following amount will be charged:

If cancelled up to 40 days prior to pick up: **Deposit.**

If cancelled from 30 to 15 days prior to pick up:

**50% of Final Payment.**

If cancelled 14 to 7 days prior to pick up: **75% of Final Payment.**

If cancelled 6 to 1 days prior to pick up, or a no-show: **100% of Final Payment.**

Cancellation of Ferry bookings: NZD50.

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**9. Rental Period Extension**

A hire extension is subject to availability and authorisation by NZ Motorbikes. Any costs associated with the extension will be disclosed prior to confirmation and charged during hire or upon drop off.

**10. Use of the Motorbike**

The Hirer agrees that during the rental period, the Hirer will not allow the Motorbike to be:

- (a) driven otherwise than in a prudent and cautious manner.
- (b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.
- (c) damaged by: submersion in water, contact with salt water, creek or river crossing, driving through flooded areas, beach driving.
- (d) used for any illegal purpose or in any race, rally or contest.
- (e) used to carry passengers or property for hire or reward.
- (f) used to carry more persons than is permitted by any relevant authority.
- (g) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
- (h) driven over speed limit: 100km/ph

**11. Immediate Return of Motorbike (where Default or Damage)**

NZ Motorbikes shall have the right to terminate the hire and take immediate possession of the Motorbike, if the Hirer fails to comply with any terms of this agreement, or if the Motorbike is damaged due to the breach of clause 10 and clause 15. The termination of the hire under the authority of this clause shall be without prejudice to the rights of the owner and the other rights of the

Hirer under this agreement or otherwise. In the event of such termination or repossession, the Hirer has no right to a refund of any part of the rental charges.

**12. Maintenance and Repairs**

**The Hirer shall take all reasonable steps to properly maintain the Motorbike.**

The Hirer must call NZ Motorbikes within 24 hours with any issues relating to the Motorbike to give us

the opportunity to rectify the problem. Failing to do so will result in a decline of any refund from NZ Motorbikes.

All refunds are processed post rental after assessing each claim.

**13. Roadside Assistance**

**Technical failure or a mechanical breakdown is beyond our control. NZ Motorbikes commitment to the Hirer is to address any mechanical issues whilst on the road, in a timely fashion. The Hirer is required to attend to repairs at an authorised repair service centre in New Zealand. This may mean that you are delayed or diverted on your travels. If you are this is not our responsibility.**

In an event of technical problems or a mechanical breakdown, the Hirer must contact NZ Motorbikes by calling freephone 0800 88 7701. NZ Motorbikes help desk will assist and direct you to the closest service centre.

All Motorbikes are registered with the Automobile Association (AA) for 24hr roadside assistance. **If you have an emergency outside of our office hours, please call the AA freephone 0800 734 543** directly. This service covers most **mechanical faults** with the Motorbike. Please note that the AA does not cover the following and the associated costs will be the responsibility of the Hirer:

- (a) the Motorbike running out of fuel.
- (b) broken keys or lost key.
- (c) flat batteries caused by incorrect usage and/or incorrect usage of any equipment that requires the batteries in order to operate.
- (d) a breakdown because of damage caused in an accident and/or neglect.

All AA non-mechanical call-outs will incur a call-out charge of NZ\$90-165 plus GST.

**14. Motorbike Insurance**

Motorbike insurance is included in your rental hire shown on the rental agreement and the booking confirmation. **The liability excess is NZD\$3000** (can be reduced to NZD\$400 by paying NZD\$35 per day). **It covers you for tyre repairs, windshield (one incident), loss and theft an extra driver and 24/7 road side assistance. The Motorbike is insured for Motorbike damages, third party Motorbike damages and third party property damage only.**

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**The liability excess applies to each claim, not the rental period. The liability excess is applicable regardless of who is at fault and must be paid at the time the incident is reported,** not at the completion of the rental. Where a third party is involved the Motorbike security deposit will be refunded only if NZ Motorbikes is successful in recovering the cost of the damages from the third party. Please note that third party claims can take many months to resolve.

**15. Insurance Exclusions**

Damage as identified below is specifically excluded from NZ Motorbikes Insurance cover. The Hirer remains fully liable for all costs incurred.

- (a) any damage due to Motorbike use in contravention of clause 10 'Use of Motorbike'.
- (b) any loss or damage to personal belongings.
- (c) if the Hirer is deemed by NZ Motorbikes and/or the local authorities to have been careless, negligent or wilful in failing to abide by the local authority road rules, resulting in damage to the hired Motorbike or third party Motorbike/property. In an event like this NZ Motorbikes is authorised to charge a min. amount of NZD\$5000 from the Hirers registered credit card, until the insurance claim is settled.**
- (d) the cost to retrieve or recover a Motorbike, which has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned.
- (f) the cost to replace keys, which have become broken, lost, stolen, or retrieval of keys.
- (e) drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners' or probationary licence.
- (f) any cost associated with the incorrect use of fuel.
- (g) Full replacement value for any lost or damaged items included in the hire price; as listed:  
GPS NZD\$600.00; Road Map NZD\$35.00;  
Helmet & Liner NZD\$300.00; Gloves & Liner NZD\$150.00; Tent NZD\$150.00; Self-inflating Camping Mat NZD\$125.00; Sleeping Bag NZD\$150.00; Armoured Jacket NZD\$500.00; Armoured Pants: NZD\$250.00.

**16. Procedures in case of accident**

If the Hirer is involved in a Motorbike accident whilst on hire, the following procedures must be followed:

**(a) At the scene of accident the customer must:**

1. Obtain the names and addresses of third parties and any witnesses.
2. Report the accident to police, (when necessary) regardless of estimated damage costs.
3. Not accept blame or insist the other party is at fault.
4. If possible, photograph damage to all Motorbike(s) and registration number(s) hired.
5. Phone the nearest NZ Motorbikes branch with the accident details within 24 hours.

**(b) At the Branch:**

1. The Hirer must produce their driver's licence and hand over the police report (if applicable)/or police incident number and any supporting photographs.
2. The Hirer is required to pay the liability (if applicable) and any other amount due by them in respect of any damage or loss arising from the accident. This amount is payable at the time of reporting 'the event' and not at completion of the rental period.
3. NZ Motorbikes reserves the right to charge the daily rental rate for the period the Motorbike is off fleet for accident repairs when the contract is breached. Please refer to clause 10 and 15 of this agreement.
4. The NZ Motorbikes customer service team will ensure the Motorbike accident report is completed clearly and it is signed by the Hirer.

**(c) Time frame for settlement of hirer's liability claims:**

1. NZ Motorbikes shall use best endeavours to ensure that any money due back to the Hirer is forwarded as quickly as possible; however, third party claims can take months or even years to resolve. NZ Motorbikes cannot force the destiny of these claims, and the Hirer acknowledges that handling of these claims is up to NZ Motorbikes insurer and the third party, whether they be insured or not.

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2. NZ Motorbikes agrees to refund any liability excess applicable within 60 days of receiving final resolution and payment relating to third party claims.
3. For information regarding outstanding claims or Motorbike insurance refunds please contact NZ Motorbikes.
4. The Hirer agrees to provide all reasonable assistance to NZ Motorbikes in handling any claim including providing all relevant information and attending court to give evidence.

**Important Note:** Under no circumstances should the Hirer attempt to start or drive a Motorbike that has been involved in an accident.

**17. Handling Procedure of Speeding and Parking Ticket, Toll Road Notices, Infringement Notice, etc.**

NZ Motorbikes as owner of the Motorbike is liable for all parking and traffic violations. NZ Motorbikes does not query any issue. If the Motorbike was returned and an infringement notice is received by NZ Motorbikes, NZ Motorbikes will charge the outstanding balance to the Hirer's credit card. NZ Motorbikes will not contact the Hirer prior to or after the charges to his/her credit card, but will explain the charges and send copies of the parking and traffic violations if contacted by e-mail or by phone. In circumstances of credit card failure NZ Motorbikes reserves the right to pass details of the Hirer's home contact to the New Zealand Traffic Authorities.

NZ Motorbikes will charge a NZD\$25 administration fee for each issued parking or traffic violation and toll road fees.

Please note there are a total of 3 toll roads on the North Island. <https://www.nzta.govt.nz/roads-and-rail/toll-roads/toll-road-information/where-the-toll-roads-are/>

**18. Credit Card Authorisation & Security Bond**

NZ Motorbikes does not request a security bond, however the Hirer agrees that the registered credit card will be charged to cover damages and incidental items such as (but not limited to):

- (a) Incurred damage to the Motorbike or any 3<sup>rd</sup> party property. Refer to clause 14.
- (b) Insurance exclusions that have been violated. Refer to clause 15.
- (c) The Motorbike is not returned to the agreed location at the agreed time. Refer to clause 4 (NZD\$1000).
- (d) The Motorbike is not returned in a reasonable clean condition. Refer to clause 4 (up to NZD\$100).
- (e) The fuel tank is not full. Refer to clause 4 (the cost of the refill plus NZD\$20 handling fee).
- (f) Unpaid infringement notices, traffic fines or toll road charges. Refer to clause 17 (total amount of the fine plus a NZD\$25 administration fee).

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The Hirer agrees to the terms and conditions of NZ Motorbikes and acknowledges and declares that he/she has read and fully understands this agreement.

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Signature of Hirer

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Signature on behalf of NZ Motorbikes

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Date