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E: [info@nzmotorbikes.co.nz](mailto:info@nzmotorbikes.co.nz)  
Christchurch - 833 Jones Road, Rolleston, 7675

## **NZ Motorbikes Ltd - Terms and Conditions**

Effective: February 2021

### **1. RENTAL DESCRIPTION**

NZ Motorbikes Ltd will let and the Hirer will rent the motorbike described in the rental agreement.

### **2. RENTAL DURATION**

Rental periods are calculated in 24-hour periods from the commencement time and date booked.

### **3. BOOKING, DEPOSIT, FINAL PAYMENT AND ADDITIONAL CHARGES:**

A deposit of 25% is due on confirmation of your booking. The final payment is due 40 days prior to collection of the motorbike. Visa or Mastercard will be accepted (3% fee).

#### **Extra Kilometre Charges:**

For rental periods of 5 days or less, the Hirer shall pay for any extra kilometres over the 300km's per day included, at NZD .50c per km.

### **4. MOTORBIKE COLLECTION AND RETURN AGREEMENT**

The Hirer must adhere to collection and return date, place and time as stated in the rental agreement. Vehicle collection and return must be during opening hours at NZ Motorbikes branch in Christchurch. Any late pick-ups or drop-offs must be pre-arranged and will incur an NZ\$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 and any Accessories:**

- with a full fuel tank; and
- in a reasonably clean condition

Additional fees apply if this condition is not met. See Clause 19.0.

### **5. BRANCH HOURS**

Monday to Sunday: 8.30am to 4pm. Public Holidays: 8.30am to 4pm

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

NZD\$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 Hirers minimum age is 25 years and must hold a valid motorcycle licence suitable for the motorbike being hired.

### **7. DRIVERS LICENCE**

A full driver's licence must be presented for each nominated driver. If the licence is not in English format, an International driver's licence is required.

### **8. CANCELLATIONS**

If you need to cancel your rental the following amount will be charged. Please note that the deposit is non-refundable in all cases.

If cancelled 60 days or more prior to pick up: Deposit.

If cancelled from 59 to 30 days prior to pick up: 50% of the hire total.

If cancelled 29 to 15 days prior to pick up: 75% of the hire total.

If cancelled 14 to 1 days prior to pick up, or a no-show: 100% of hire total.

Cancellation of ferry bookings: NZD\$50.



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### **Special Covid19 cancellation policy for 2021/2022**

If a booking cannot commence due to travel restrictions by COVID19 the booking can be cancelled up to and including 7 calendar days prior to pick up and will be fully refunded. (Valid on new bookings from 1 June 2020).

### **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 to your registered credit card.

### **10. USE OF THE MOTORBIKE**

The Hirer will not allow the motorbike to be:

- (a) ridden otherwise than in a prudent and cautious manner.
- (b) ridden 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, riding through flooded areas or beach riding.
- (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 the allowed speed limit.
- (i) the Hirer is solely responsible for observing the New Zealand road rules, safe riding and operation of the motorcycle so as to avoid accidents or injury to people or property. Operating the motorcycle in a careless or unsafe manner can be determined solely at the discretion of NZ Motorbikes and may result in the retention of the security bond (see clause 16.0).

### **11. RESTRICTED ROADS**

NZ Motorbikes motorcycles may only be ridden on sealed/bitumen or well-maintained roads. Motorbikes are not permitted to be ridden on: Any beaches, Skippers Road (Queenstown), Ball Hutt Road (Mt Cook), Ninety Mile Beach (Northland), Bluff Road that runs between Kuaotunu and Matarangi and North of Colville Township (Coromandel Peninsula).

### **12. IMMEDIATE RETURN OF THE MOTORBIKE (WHERE DEFAULT OR DAMAGE)**

NZ Motorbikes shall have the right to terminate the rental 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 a breach of clause 10 and clause 16. 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.

### **13. MAINTENANCE AND REPAIRS**

Our bikes are all extremely well maintained, have low mileage and we do not expect any breakdowns. However, in the event of technical failure or a mechanical breakdown, NZ Motorbikes commitment to the Hirer is to address any issues whilst on the road, in a timely fashion. This may mean that you are delayed or diverted on your travels, if you are, this is not our responsibility. Please note: During weekends and public holidays, workshops and service repair centres are closed. Please contact NZ Motorbikes to inform them of the issue and we will endeavour to assist. NZ Motorbikes liability extends only to the refund of hire charges for any full days of motorbike hire use lost due to a mechanical breakdown. No responsibility for out of pocket expenses, including accommodation charges or meals resulting from a breakdown or accident will be accepted.

The Hirer shall take all reasonable steps to properly maintain the motorbike. The hirer is authorised to spend up to NZD\$100 on any repair required and must produce a receipt on return or the claim will not be paid. All refunds are processed post rental after assessing each claim. If the motorbike gets a puncture, a puncture repair kit is supplied (for tubeless tyres), please make the repair and continue with caution to the next town and have the tyre checked and repaired as necessary. All puncture repairs are the responsibility of the hirer. For any



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other repairs relating to the motorbike, the hirer must call **NZ Motorbikes freephone 0800 88 77 01** within 24 hours to give us the opportunity to rectify the problem. Failing to do so may result in a decline of any refund.

#### **14. 24-HOUR ROADSIDE ASSISTANCE**

All our motorbikes are registered with Journey On Roadside Assistance for 24 hour roadside assistance. If you have any technical problems or a mechanical break-down outside of our office hours, please call **Journey On, on freephone 0800 888 247** and quote the vehicle registration number. Each callout has a limit of NZD\$100.00. If the callout relates to a mechanical breakdown NZ Motorbikes will pay any additional costs, if the callout is for any other reason, the hirer is liable for any extra cost.

This service covers the following to get you up and running again.

- (a) Jump Start if your battery is flat
- (b) Emergency Fuel if you have run out
- (c) Minor roadside repairs
- (d) Key replacement, locksmith service or key courier service
- (e) Emergency Towing (transport for motorcycles) to the nearest place of safety if your motorcycle can not be mobilised. (i.e. service station, garage, lockup, tow yard, etc).

#### **15. MOTORBIKE INSURANCE**

Full comprehensive motorbike insurance is included in your rental hire and the level of cover, excess and bond you need to pay is shown on the booking confirmation and rental agreement. This is detailed below:

The standard liability excess/bond is NZD\$3000.00. This covers you for motorbike damages and third-party damages, loss and theft of the bike or panniers. GPS and additional hire items are not included. You are liable for all costs up to \$3000.00 with this cover. All puncture repairs are the responsibility of the hirer.

The reduced liability excess/bond is NZD\$1000.00 (reduced by paying NZD\$35 per day, subject to a 5-day minimum hire). This covers you for motorbike damages and third-party damages, loss and theft of the bike or panniers. GPS and additional hire items are not included. You are liable for all costs up to \$1000.00 with this cover. All puncture repairs are the responsibility of the hirer.

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 liability excess 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.

#### **Any lost or damaged hire items or motorcycle accessories will be charged at full replacement value as listed:**

- Tom Tom GPS NZD\$649.00
- BMW Navigator 6 NZD\$1499.00
- BMW Side Pannier (700/800) NZD\$730.00 each
- BMW Side Pannier (1200) NZD\$890.00 each
- BMW Top Box (700/800) NZD\$770.00
- BMW Top Box (1200) NZD\$960.00
- BMW Case Locks NZD\$60.00 each
- Givi Tank Bags NZD\$150.00
- Givi Side Pannier (Suzuki) NZD\$699.00 pair
- Givi Top Box (Suzuki) NZD\$130.00
- Tiedown Straps NZD\$25.00
- Luggage Straps NZD\$10.00
- Cook Set (Gas Cooker, Gas Canister, 3-piece cook set and cutlery) NZD\$200.00
- Key Fob (Keyless Bikes) \$450.00
- Helmets NZD\$450.00
- Helmet Visor NZD\$150.00
- Armoured Jackets NZD\$400.00
- Armoured Pants NZD\$300.00
- Gloves NZD\$175.00
- Boots NZD\$400.00
- Rainsuit NZD\$180.00
- Tyre Repair Kit NZD\$50.00
- 2-Person Tent NZD\$150.00
- Camping Mat NZD\$125.00
- Sleeping Bag & Liner NZD\$200.00

#### **16. 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) Recovery - 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.
- (e) Keys - the cost to replace keys, which have become broken, lost, stolen, or retrieval of keys.
- (f) Riders not identified on the rental agreement and/or riders that have a licence that has been cancelled or suspended and/or riders who have a licence that is classified as a learners' or probationary licence.
- (g) Fuel - any cost associated with the incorrect use of fuel.
- (h) Puncture repair.
- (i) Helmet Visors – any damage or scratching to the visor, where it requires replacement incurs a NZD\$150.00 fee.

#### **17. PROCEDURES IN CASE OF AN 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.
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.

**NZ EMERGENCY PHONE NUMBER IS - 1 1 1 - FOR POLICE, FIRE & AMBULANCE**



**18. HANDLING PROCEDURE OF SPEEDING AND PARKING TICKETS, 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\$50.00 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/>

**19. CREDIT CARD AUTHORISATION AND SECURITY BOND**

The customer must provide a valid credit card (Mastercard or Visa) to pay the Bond/Liability on pickup. The Bond/Liability is fully refundable within 48 hours of return of the motorbike. The Hirer agrees that the registered credit card will be charged to cover damages and incidental items such as (but not limit to):

- (a) Incurred damage to the motorbike or any third party property. Refer to clause 10.
- (b) Insurance exclusions that have been violated. Refer to clause 16.
- (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\$25.00 handling fee).
- (f) The accessories are not in a reasonably clean condition. Refer to clause 4 (\$50 cleaning fee).
- (g) Unpaid infringement notices, traffic fines or toll road charges. Refer to clause 18 (total amount of the fine plus a NZD\$50 administration fee).
- (h) Theft or non-return of the motorbike up to the value of bike.

**20. CREDIT & DEBIT CARD PAYMENT**

- (a) Where the credit or debit card is presented for payment, the credit or debit card holder will be jointly and severely liable as the hirer.
- (b) NZ Motorbikes may process credit or debit card charges pertaining to the rental after the end of the hire period.
- (c) The hirer acknowledges that all transactions under this agreement are conducted in New Zealand dollars.

**21. CANCELLATION BY NZ MOTORBIKES LIMITED**

In the case of unforeseen circumstances NZ Motorbikes Limited has the right to cancel the booking at any time and will repay to the hirer the received hire amount to the customer or agent.

**22. VERBAL WARRANTIES**

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, oral representations, warranties or agreements between the parties with respect to the subject matter of this agreement.

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The Hirer agrees to the Terms and Conditions of NZ Motorbikes Ltd 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