



P: +64 3 347 3181

E: [info@nzmotorbikes.co.nz](mailto:info@nzmotorbikes.co.nz)

Christchurch - 833 Jones Road, Rolleston, 7675

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

Effective: November 2023

### **1. HIRE 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 & ADDITIONAL CHARGES:**

A 20% deposit is due on confirmation of your booking. The final payment is due 35 days prior to collection of the motorbike. Visa or Mastercard will be accepted (credit card fee 3.5% applies to all payments).

#### **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. CANCELLATIONS**

If you must cancel your booking the following fees apply:

Please note that the 20% deposit is non-refundable in all cases.

60 days or more prior to pick up: Deposit.

60-31 days prior to pick up: 50% of the remaining balance taken.

30-0 days prior to pick up, or a no-show: 100% of balance will be taken.

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

### **5. BOOKING ALTERATIONS**

We understand that sometimes things come up and plans change. In the event of changing a booking, the higher amount of either the original or new rate will be charged. Changes will only be accepted if there is availability. A NZD\$50 admin fee will be charged for all booking alterations.

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

The Hirer must adhere to collection and return date, place and time as stated in the rental agreement. NZD\$80 surcharge will apply to all motorbikes collected or returned after 15:30 or on any Public Holiday. For further information on NZ Public Holidays please visit <http://publicholiday.co.nz>. A breach of contract relating to collection or return date and location may incur a NZD\$1000 fee plus all related costs.

#### **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.

### **7. BRANCH HOURS**

Monday to Friday 8.00am to 4.30pm. Saturday/Sunday/Public Holidays: Closed

After hours vehicle collections and returns must be pre-arranged and confirmed in writing. A NZD\$80 fee may apply.

### **8. NOMINATED RIDER OF THE MOTORBIKE & DRIVERS LICENCE**

The motorbike may only be ridden by the person(s) nominated on the rental agreement. 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.

**Age Restriction** - The Hirers minimum age is 25 years and must hold a valid motorcycle licence suitable for the motorbike being hired.



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#### **9. RESTRICTED ROADS**

NZ Motorbikes motorcycles may only be ridden on sealed/bitumen or well-maintained roads. You are not permitted to ride 'off-road' and this includes adventure riding. Motorbikes are also 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).

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

The hirer is solely responsible for observing the New Zealand Road Rules, safe riding and operation of the motorbike to avoid accidents or injury to people or property. Operating the vehicle 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 14).

#### **The Hirer will not allow the motorbike to be:**

- (a) ridden by a person under the influence of alcohol or drugs.
- (b) left with the key in the ignition while it is unoccupied.
- (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 more persons than is permitted by any relevant authority.
- (f) altered in any way.
- (g) driven over the allowed speed limit.

#### **11. MAINTENANCE AND REPAIRS**

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 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.

#### **12. ROADSIDE ASSISTANCE**

All our motorbikes are registered with the Automobile Association (AA) for 24 hour roadside assistance. **If you have any technical problems or a mechanical break-down, please call the AA on freephone 0800 734 543** and quote the vehicle registration number. This service covers any **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) Incorrectly Fuelled
- b) Fuel Delivery
- c) Flat Tyre
- (d) Flat Battery
- (e) Lost Keys

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

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 often closed. Please contact NZ Motorbikes **freephone 0800 88 77 01** to inform them of the issue and we will endeavour to assist. NZ Motorbikes liability extends only to the refund of hire charges if the breakdown has directly caused a delay in travel of 24 hours or more. If the delay is under 24 hours in one location NZ Motorbikes denies any refund request. The maximum refund is the amount of the daily hire costs. No responsibility for out-of-pocket expenses, including accommodation charges or meals resulting from a breakdown or accident will be accepted.

### **13. 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 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 at the time of the loss.

### **14. 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 damage caused by driving on restricted roads (see clause 9).
- (c) any loss or damage to personal belongings.
- (d) 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.
- (e) 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.
- (f) Keys - the cost to replace keys, which have become broken, lost, stolen, or retrieval of keys.
- (g) 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.
- (h) Fuel - any cost associated with the incorrect use of fuel.
- (i) Puncture repair.
- (j) Helmet Visors – any damage or scratching to the visor, where it requires replacement incurs a NZD\$150.00 fee.

### **15. CREDIT CARD AUTHORISATION AND SECURITY BOND**

**The hirer must provide a valid credit card** (Mastercard or Visa) on pickup to pay the security bond which is equivalent to the insurance excess applicable. The Bond/Liability is fully refundable within 48 hours of return of the motorbike and once we have had the opportunity to fully check for damage. If your hire ends on a weekend please allow for an additional 2 business days for the bond to be refunded.

The bond will be refunded provided that:

- (a) The motorbike has been returned to the agreed location and at the agreed time (NZD\$1000).
- (b) The motorbike and accessories are returned in a reasonable clean condition. (fees may apply).
- (c) The motorbike is returned with a full fuel tank (fees may apply).
- (a) No damage has occurred to the motorbike or any third party property.
- (b) The insurance exclusions have not been violated.
- (g) All infringement notices, traffic fines or toll road charges have been paid.

**The Hirer agrees that the registered credit card will be charged, or the security bond be used to cover any cost.**



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#### **16. 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 hirer 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.
6. Complete the provided accident claim form and email it along with any photos and additional information within 24 hours to [info@nzmotorbikes.co.nz](mailto:info@nzmotorbikes.co.nz).

##### **(B) Exchange Vehicle:**

1. The availability of an exchange vehicle is not guaranteed; provision is subject to availability, hirer's location, accident liability and remaining hire duration. Additional charges may incur.

**(C) Time frame for settlement of hirer's liability claims will be handled as quickly as possible.**

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

#### **17. 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, unpaid toll roads and traffic violations. NZ Motorbikes does not query any issue. If the motorbike was returned, NZ Motorbikes will charge the outstanding balance to the Hirer's credit card. NZ Motorbikes will not contact the Hirer prior to paying the charges but will email copies of the relevant documents to the Hirer. In circumstances of credit card failure NZ Motorbikes will forward the Hirer's home address to the New Zealand Authorities.

NZ Motorbikes will charge a NZD\$50.00 handling fee (credit card fees apply) for each issued parking, traffic violation and/or toll road fee.

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

NZ Motorbikes shall have the right to terminate this agreement and take immediate possession of the motorbike if:

1. The Hirer fails to comply with any terms of this agreement
2. There have been reports of dangerous driving by NZ Police
3. If the vehicle is damaged and no longer roadworthy.
4. The vehicle has been abandoned

The termination of the hire under the authority of this clause shall be without prejudice to the rights of NZ Motorbikes. A termination of this agreement for the above reasons, does not entitle the Hirer to a replacement motorbike or a refund of either the charges for the unused rental days or the security bond.



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**19. FORCE MAJEURE**

In no event shall NZ Motorbikes be liable for any failure or delay in the performance of its obligation under this agreement arising out of or caused by, directly or indirectly, including but not limited to acts of God, a natural disaster (earthquake, tsunami, volcanic eruption, flood or wildfire), public health event: epidemic/pandemic, weather event (storm and tornado), strike, terrorist act, government, regional or local authority restrictions in border closure, restrictions on people or vehicle movement or access, business operation restrictions, a change in law or any other circumstances beyond the reasonable control of NZ Motorbikes.

However, NZ Motorbikes may, entirely at its discretion, issue a credit entitling the Hirer to apply any payments made against any future rental agreement between the Hirer and NZ Motorbikes.

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The Hirer agrees to be bound by and accepts the Terms and Conditions of hire as set out herein and acknowledges and declares that he/she has read and fully understands this agreement. (Note: You should not sign this unless you are sure you understand its effect).

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Signature of Hirer

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Signature on behalf of NZ Motorbikes

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Date