

PART A: CONDITIONS OF AGREEMENT – GENERAL

In return for your promises, Polynesian Bike Hire Limited (“Polynesian” “We” and “Us”) rents to you, signing over the page (“You”, and if more than one, jointly and severally liable to Us) the bike described on that same page (together with any replacement, and tools and accessories, collectively, “the Bike”). The terms and conditions set out on that page, and below, are the terms of this contract.

1. You now accept the Bike as being at all times the sole property of Polynesian, received by You in good order and condition (undamaged except as noted overleaf) and in a suitable condition for Your use. You agree that neither We, nor any of our servants, agents or contractors, will be liable to You for any claim You (or anyone claiming for or through You) might make for any injury or damage resulting from any defect in the Bike or any loss arising from any breakdown or failure of the Bike from any cause at all. (and even if caused or contributed to by Our negligence).
2. You must wear a helmet and any other safety gear provided by Us at all times while operating the Bike, and make sure any passenger also wears a helmet. Failure to do so is at Your own risk **and is a breach of Cook Islands transport laws**, and We will not be liable for any injury, death, or loss resulting from non-compliance.
3. You expressly agree to pay Us upon demand (and We may at any time apply any deposit or blocked funds You have authorised on any card, towards):
 - a. time and other charges computed at the rate (per day) specified over the page, applying over the time between our delivery to You and Your return to Us (and any part day is treated as a full day for charging purposes); unless provided overleaf, the minimum rental period is one rental day.
 - b. the actual and reasonable repair/replacement cost of the Bike if the Bike is lost or suffers damage as a result of breach of this agreement.
 - c. Without limiting paragraph (b) \$750.00 liquidated damages if the Bike has been immersed (either in whole or in part) in water of any sort.
 - d. if a motorcycle, the cost to Us of any fuel needed, on return, to fill the tank plus an administration charge of \$50.
 - e. all other charges for which You are liable under this agreement including fines, fees, and tolls relating to Your use of the Bike..
4. When You present Us any relevant card, sales voucher or other means of payment, You authorise Us (without making any other demand) to complete and process, in Your name, all documentation (including but not limited to this Agreement or, separate authorisation) needed by Us to obtain payment through any card or other debit or credit payments system accepted by Us for payment of Your obligations.
5. You agree to return the Bike to Us at the date, time and place set out over the page. If You breach this agreement We may demand early return, and you must comply with that demand. You breach this agreement if you return the Bike to any other place.
6. If You do not return the Bike on or before the date and time set out over the page (unless You have reasonable cause and have notified Us or its agent of that before), You may be liable to arrest for unlawful conversion and, at the very least You will be charged (as liquidated damages) for every full rental day (or part) until You return the Bike. A surcharge applies to any necessary relocation to the place set out over the page.
7. You agree that, except for ordinary fair wear and tear, You will return the Bike in the same condition as you received it (whether or not any damage to the Bike was caused by You or in some other way). If not returned with a full tank of fuel.
8. You agree not to use the Bike to transport persons or property for any sort of payment or as any sort of business, and you agree not to use the Bike in breach of any of any statute, regulation or by-law applying, in any way, to the use or return of the Bike.
9. If the Bike is a motorcycle, You promise Us that You and any authorised user are each 18 years of age or over and hold a current full motor vehicle driver’s licence valid in the Cook Islands for this class of vehicle, and have not been convicted, in the last 10 years, of any offence involving driving dangerously or under the influence of alcohol or drugs.
10. You (and this clause applies, also, to any authorised user) **must not**:
 - a. ride the Bike after having drunk intoxicating liquor or used recreational drugs, and you must not carry, or allow anyone else to carry intoxicating liquor or recreational drugs or to drink or use either.
 - b. part with the possession or control of the Bike, allow any charge or lien over it, and must not allow any person other than You or such approved persons as are listed on this agreement to ride the Bike.
 - c. operate the Bike or permit it to be operated by any person in any race, speed test or contest or in or through water or on any beach or foreshore;
 - d. operate it or permit it to be operated to propel or tow any other vehicle or person;
 - e. use it or permit it to be used recklessly, unsafely or imprudently, as to speed or in any other way or for any illegal purpose;
 - f. use or permit the Bike to be used for the transport of more than the number of passengers or the weight of goods or either for which it is designed;
 - g. operate or use the Bike (if a motorcycle) with insufficient oil in the engine sump or the two stroke reservoir;
 - h. operate or use the Bike with any tyre insufficiently inflated;
 - i. alter or otherwise interfere with any plates or documents that are required by law to be carried on the Bike;
 - j. interfere in any way or allow interference with any instrumentation or data recording on the Bike;
 - k. leave the Bike, when not using it, without first locking or securing the Bike against theft, conversion or damage.

PART B: CONDITIONS OF AGREEMENT - LOSS, DAMAGE AND INSURANCE

11. You must, immediately it is practicable to do so, report to Us any accident involving or damage caused to the Bike, and cooperate with Us and Our insurers in all matters, arising out of that accident (including the making of statements), and associated loss, damage and injury. We accept no liability for loss of or damage, at any time suffered by any of Your property in, or removed from, the Bike
12. You must indemnify Us against all claims by Us or any other person for loss, injury or damage suffered as a result of any accident or incident involving the Bike, however that may be caused (and even if caused or contributed to by Our negligence), that liability extending to loss of and/or damage to the Bike or any wheel, tools and accessories lost or stolen during the period of and any resulting depreciation, loss of revenue and costs including salvage and Our legal costs
13. If We are found liable for any reason then the measure of damages is limited to the cost to You of obtaining a replacement vehicle either from Us or a third party. This clause has effect only to the extent that it does not contravene any applicable Cook Islands trade practices or consumer protection legislation.
14. You are liable to Us, without the benefit of insurance cover, if any 1 or more of the following apply;
 - a. You have given false information to Us or our agent, or failed to give material information, whether as to the particulars overleaf, or as to any accident or in any other way.
 - b. You or any authorised user has committed and/or damage or loss has been caused by either, an intentional breach of this agreement, or by having left the Bike, when not using it, without first locking or securing the Vehicle against theft, conversion or damage;
 - c. You breach any provision of Our Insurance policy in respect of the Bike.
15. **If the Bike is a motorcycle, and is lost or damaged during the rental period and You have not otherwise breached the terms of this agreement or the terms of Our insurance, You will enjoy insurance protection under the relevant policy. If You do, You must pay Us the excess noted overleaf (or \$500 if not specified) and it will be charged on Your payment card at the time of pick-up. You may choose to reduce that excess to \$0 by paying an additional \$5.00 per rental day.**
16. A copy of the terms and conditions of Our insurance policy is available from Us; Your protection is limited by those terms and conditions and is conditional upon You not being otherwise entitled to claim under any other insurance policy and You must supply full and correct information to Us on that. To the extent the loss or damage is not covered by Our insurance Policy You must pay Us the shortfall in repair and other costs. In addition,
17. The insurance is Ours not Yours. We are not licensed either to solicit applications for insurance or negotiate for insurance business on behalf of any insurer; the terms of Our insurance are therefore non-negotiable.
18. Our entire Agreement with You as to the insurance is contained in this PART B; We are not bound by anything You may have been told by anyone at any time that might suggest otherwise.