



## CONDITIONS OF AGREEMENT

In consideration of your promises, Polynesian Bike Hire Limited ("the Owner") rents to you ("You"), whose signature appears overleaf upon the terms covenants and conditions set out in this agreement, the Bike described overleaf (hereinafter referred to as "the Bike")

1. You acknowledge that the Bike is the property of the Owner, and that You have received it in good mechanical condition and in a safe and suitable condition for Your use. The Owner shall not be liable to You in respect of any claim by You for any injury or damage resulting (even if caused by negligence on the part of the Owner) from any defect in the Bike or in any event of any loss consequential upon breakdown or failure of the Bike from any cause whatever.
2. You agree that you will return the Bike to the Owner, in the same condition as you received it (whether or not damage to the Bike is caused by You or not) fair wear and tear excepted on the return date stated to the point of origin or sooner upon demand of the Owner upon any breach of this agreement.
3. You agree not to use the Bike for the transportation of persons or property for hire, express or implied, and not to use the Bike in violation of any statute, regulation or by-law governing the use or return of the Bike.
4. If the Bike is a motorcycle You warrant that You and any authorised user is 18 years of age or over and that You and any authorised driver is licensed to drive a motorcycle.
5. You and any authorised user will not allow any intoxicating liquor or recreational drugs to be consumed or carried on the Bike and will not ride the Bike after having consumed intoxicating liquor or recreational drugs.
6. If the Bike is retained over the period of hire, without reasonable cause and without notifying the Owner or its agents You will be liable to arrest for unlawful conversion. Overdue time will be charged at the rate of \$10.00 per hour if the Bike is a motorcycle or \$5.00 per hour if the Bike is a bicycle.
- 7.1 You expressly agree to pay the Owner upon demand.
  - (a) A mileage or kilometre charge computed at the rate specified overleaf for the mileage or kilometres covered by the Bike during the term of this rental.
  - (b) Time and other charges computed at the rate specifies overleaf for the period of this rental.
  - (c) \$50.00 liquidated damages in the event of any speedometer and/or governor and/or engine apparatus on the Bike being interfered with or tampered with in any way.
  - (d) \$750.00 liquidated damages in the event that the Bike has been immersed (either in whole or in part) in either salt water or fresh water
- 7.2 You authorise the Owner to complete and process any documentation for the purposes of the Owner obtaining payment through ant credit card system or other credit accommodation accepted by the Owner for payment of Your obligations without demand further than presentation of the relevant credit card (or other) sales voucher.
8. You agree not to part with the possession or control of the Bike and not to allow any person other than You or such approved persons as are listed on this agreement to ride the Bike.
9. You will fully co-operate with the Owner in all matters relating to any accident involving or damage caused to the Bike.
10. You and authorised users will not.
  - (a) Operate the Bike or permit it to be operated by any person in any race, speed test or contest or in or through water;
  - (b) Operate it or permit it to be operated to propel or tow any other vehicle or person or
  - (c) Use it or permit it to be used recklessly as to speed or otherwise or
  - (d) Use or cause to allow 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 or
  - (e) If the Bike is a motorcycle operate or use the Bike with insufficient oil in the engine sump or the two stroke reservoir, or
  - (f) Operate or use the Bike with any tyre insufficiently inflated, or
  - (g) After or otherwise interfere with any plates or documents required by law to be carried on the Bike, or
  - (h) Interfere in any way or allow interference with any mileage recorder or speedometer attached to the Bike or the operation of that mileage recorder or speedometer
11. You shall be liable to the Owner for the loss of the Bike or any tyre tools and accessories lost or stolen during the period of Hire and also any damage to the Bike or accessories during such period and any resulting depreciation, loss of revenue and costs including salvage, where;
  - (a) You have given false information to the Owner or its agent
  - (b) You or any authorised user has committed a breach of this agreement
  - (c) The damage or loss has been caused in breach of this agreement
  - (d) If the Bike is a motorcycle, You breach any provision of the Owner's Insurance policy in respect of the Bike
- 12.1 If the Bike is a motorcycle. You will take the benefit of the provisions of this agreement relation to insurance; these provisions are the only agreement between You and the Owner as to insurance. No insurance is available for bicycles. Except in the case of loss or damage arising in terms of clause 11 above, in the event of loss or damage to the Bike (i.e. the motorcycle) or any of its tyres, tools or accessories during the period of Hire, Your liability to the Owner for such loss or damage shall be limited to the amount of the non-waiverable excess noted on the front page of this agreement (or if that shall not be specified overleaf then \$500) or the actual amount of the damage or loss whichever is the lesser if both You and the rider (being an authorised user) are 18 years of age or over.
- 12.2 Your right to claim on the insurance is subject to the terms of an insurance policy a copy of which is available from the Owner and is conditional upon You not being otherwise entitled to claim under another insurance policy. If the damage is not covered or not fully covered under the insurance You will pay the Owner all repair and other costs (or any difference between those costs and the extent of cover as the case may be). In addition You agree to indemnify the Owner against all claims by any party for damage suffered as a result of any accident or incident involving the Bike whether as a result of the Owner's negligence or howsoever caused. The Owner shall not be bound by any representation which You may make as to the existence of extent of any insurance cover.