

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 “**Authorised Driver**” means any person whose name appears on the rental agreement along with You and complies with the licence requirements of the agreement who will also be bound by the terms of the Rental Agreement;
- 1.2 The “**Bond**” is an amount that we charge and hold until the safe return of the motorcycle in accordance with the Rental Agreement. The Bond amount is also shown on the Rental Agreement;
- 1.3 The “**Excess**” amount is listed on the Rental Agreement and is payable in the event of loss or damage in accordance with clause 8.2;
- 1.4 “**Rental Agreement**” means the document issued to You by Us prior to the commencement of the rental and sets out Your details the vehicles details and some of the fees, costs, amounts and charges payable under the Rental Agreement;
- 1.5 “**Rental Charge**” is the amount charged per day for the rental of the motorcycle, shown on the Rental Agreement;
- 1.6 “**Vehicle**” or “**Motorcycle**” means the vehicle described in the Rental Agreement and includes its parts, components, keys, GPS, accessories and contents as supplied by Us;
- 1.7 For the purposes of the Agreement, the terms “**We**”, “**Us**”, and “**Our**” refer to Off Track Motorcycle Rentals Pty. Ltd., its directors, officers, employees and agents;
- 1.8 The term “**You**” or “**Your**” refers to the person(s) with whom the Rental Agreement is made; and
- 1.9 The term “**Your Account**” refers to Your credit card to which and charges are to be debited.

• 2. RENTAL OF MOTORCYCLE

- 2.1 You agree to rent from Us the motorcycle for the amount and period(s) of time detailed in the Rental Agreement. The motorcycle remains Our property at all times and for the duration of this Agreement;
- 2.2 You must return the motorcycle to Us by no later than the return time shown on the Rental Agreement. Additional Rental Charges apply if You do not return the motorcycle on time. We will allow You a grace period of 59 minutes and after that We will charge You as follows:
 - i. if You are one hour late or more, but less than three hours late, We will charge You for each hour (including the first) at the additional hourly rate specified in your Rental Agreement;
 - ii. if You are three hours or more late, We will charge You for an additional day (or days if relevant) at the daily rate specified in your Rental Agreement
- 2.3 You will hold a motorcycle licence that is current and acceptable to the relevant traffic authority. If the licence is not in English then an International Riders Licence will also be required;
- 2.4 You must be 25 years of age or older; and
- 2.5 We reserve the right to refuse to rent any person a motorcycle if We deem the rider is not appropriately licensed or do not have the necessary skills to operate the vehicle.

• 3. RENTAL CHARGE, DEPOSIT, BOND AND EXCESS

- 3.1 All payments are to be made by credit card only in Australian Dollars. Accepted credit cards are Visa, Mastercard and American Express. (surcharge for American Express 3%);
- 3.2 All Rental Charges Deposits, Bonds and Excess amounts shown are inclusive of GST where applicable;
- 3.3 You will pay a deposit by credit card of \$200 or 10% of the rental charge, whichever ever is greater at the time of making the booking. The deposit is made as a part payment of the rental charge;

- 3.4 You will pay to Us the rental charges set out on the Rental Agreement in full and not less than 7 days prior to the commencement of the rental;
- 3.5 A Bond will also be required to be paid in full prior to the commencement of the rental. The Bond amount is shown in the Rental Agreement and is 50% of the damage waiver Excess amount; and
- 3.6 You authorise Us to charge all amounts payable to Us under the Rental Agreement to Your Account.

4. YOUR OBLIGATIONS

- You agree to:
- 4.1 To ride and operate the Motorcycle in a skilful way;
- 4.2 To keep and return the Motorcycle in good order (fair wear and tear only excepted);
- 4.3 Not to alter the Motorcycle, including any identifying markings without Our consent;
- 4.4 Not to attempt to sell or dispose of the Motorcycle;
- 4.5 To allow inspection by Us of the Motorcycle at any time;
- 4.6 Not to allow anyone else to ride the Motorcycle that is not listed on the Rental Agreement, unless authorised by Us;
- 4.7 Not to part with possession of the Motorcycle unless authorised by Us;
- 4.8 Not to ride the Motorcycle in a careless or dangerous manner, in breach of any statutes, regulation or rules, nor to operate or ride the motorcycle while under the influence of intoxicating liquors or drugs;
- 4.9 Not to use the Motorcycle for any illegal purposes, any hill climbing tests, reliability trials or contests, stationary revving or burnouts and shall not carry any load greater than for which the bike and its luggage compartments were constructed;
- 4.10 Not to ride the Motorcycle or permit it to be ridden when it is damaged or in an unsafe condition;
- 4.11 Not to use the Motorcycle for any commercial purpose;
- 4.12 Maintain the engine oil at the required level, and maintain chain tension and lubrication; and
- 4.13 You must pay for any unauthorised repairs to the Motorcycle and for all parking, speeding and traffic infringements and tolls in respect of the Motorcycle during the rental period.

5. PLACES YOU CAN TAKE THE MOTORCYCLE

- 5.1 You must only use the motorcycle on a properly formed/constructed and recognised roadway, either sealed or unsealed.

6. PLACES YOU CANNOT TAKE THE MOTORCYCLE

- 6.1 You must not use or drive the Motorcycle:
 - i. into the Northern Territory or Western Australia;
 - ii. to Kangaroo Island, Bruny Island, Fraser Island, Magnetic Island, Groote Eylandt, Gove Peninsula or the Tiwi Islands;
 - iii. north of Cooktown, Queensland during the wet season;
 - iv. above the snow line in New South Wales, Victoria or Tasmania between June to September; or
 - v. on any fire trails, any beaches, grassed areas or through streams, rivers, flood waters or any other body of water.
- 6.2 You must not transport the Motorcycle on a ferry or ship or other watercraft without Our permission. Even if We grant You permission however, You will still have to pay for the full cost we incur as a result of an accident, damage to or loss of the vehicle or any equipment, together with the cost of any damage You cause to other property whilst the Motorcycle is being transported.

7. DAMAGE/ACCIDENT

- 7.1 Where damage occurs to the Motorcycle or mechanical difficulties arise, or the motorcycle is involved in an accident, You will immediately notify Us and will act in accordance with Our instructions;
- 7.2 If damage is caused by the misuse or abuse of the Motorcycle in Our opinion or You are in breach of the Terms and Conditions of the Rental Agreement You will be liable for the Rental Charge for the remainder of the unexpired hire period, together with all repair costs, replacement parts and recovery of the Motorcycle;
- 7.3 If You are involved in an accident You will obtain details of all parties involved including name, address and drivers licence numbers. You agree to provide all assistance reasonably required by Us, in relation to any accident in which the Motorcycle may be involved, including the provision of statements or documents and will attend court to give evidence as required and meet with Our lawyers in relation to any legal action arising in connection with the rental of the Motorcycle;
- 7.4 Regardless of the circumstances of the accident You will not admit liability to the other parties of the accident for any reason;
- 7.5 You must notify the police if required under the relevant road rules;
- 7.6 You must not leave the Vehicle unattended before the arrival of a tow truck or salvage operator except if your health or safety would otherwise be endangered; and
- 7.7 You must complete and return an Incident Report Form which We will supply to You.

8. LOSS DAMAGE WAIVER

- 8.1 Subject to this clause You are liable for:
 - i. loss of and all damage to the Motorcycle and;
 - ii. all damage to the property of any person:
 - iii. which is caused by You or any person that You allow to ride the Motorcycle, or is caused by use of the Motorcycle by You or any person that You allow to ride the Motorcycle.
- 8.2 Subject to clause 8.3 We will waive Your liability under clause 8.1. for damage to, or loss of, the Motorcycle and will ensure that You and any Authorised Driver are entitled to be indemnified under Our Insurance Policy with the full payment of the Excess amount for each separate event involving:
 - i. damage to, or loss of, the Motorcycle; or
 - ii. damage to the property of any third party which is caused by the use of the Motorcycle by You.
- 8.3 Additional amounts payable: In addition to Clause 8.2, You must always pay to Us the following costs and fees including the cost of repairing or recovering any:
 - i. water damage to the Motorcycle;
 - ii. damage to the Motorcycle or to the property of any third party caused by a breach of this rental agreement;
 - iii. damage to a tyre or an accessory not attributable to normal wear and tear;
 - iv. damage to the Motorcycle or to the property of any third party caused deliberately or recklessly by You, any other driver of the Motorcycle or any pillion carried during the Rental Period;
 - v. recovery costs when damage to the Motorcycle is caused deliberately or recklessly by You, any other driver of the Motorcycle or any pillion carried during the Rental Period;
 - vi. the cost of replacing, if lost or stolen, an accessory; and
 - vii. if You have breached the Rental Agreement, a per day loss of revenue fee based on the estimated downtime of the Motorcycle.
- 8.4 The Bond paid prior to the start of the Rental Period forms part of this Excess amount; an
- 8.5 Until a claim is settled by payment to Us, the Excess will be payable by You regardless of fault.

9. SERVICE

- 9.1 Scheduled servicing is included in the cost of the rental;
- 9.2 Where you exceed 5000km for the rental period You will notify Us so that We can arrange for the service to be carried out in a reasonable time frame at an authorised service outlet at Our expense;

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- 9.3 It is Your responsibility to get the motorcycle to the pre arranged service location; and
- 9.4 There shall be no reduction in the Rental Charges while the Motorcycle is serviced.

10. LATE RETURN OF MOTORCYCLE

- 10.1 Where You fail to return the Motorcycle by the end of the Rental Period without notification to Us, We may without affecting any other rights, notify the Police or any other authority and take such action or proceedings necessary for recovery of possession of the Motorcycle; and
- 10.2 You agree to indemnify Us for all costs incurred by Us in connection with the recovery of the Motorcycle. We may enter any premises where We believe the Motorcycle may be located. In such cases the renter releases Us from any liability or damage incurred in retaking or attempting to retake the motorcycle.

11. CANCELLATION

- 11.1 A cancellation of any booking may result in loss of any moneys held for the booking

12. WITHDRAWAL OF MOTORCYCLE

- 12.1 We reserve the right to retake the Motorcycle at any time without notice upon Us becoming aware that You are in breach of the Rental Agreement, or that the Motorcycle is damaged in any way, or that continuing to use the Motorcycle would adversely affect the Motorcycle and its performance.

13. UNCONDITIONAL OBLIGATION

- 13.1 Your obligation to pay rental fees, service charges and any other moneys under this Rental Agreement is absolute and unconditional. Without limitation, Your obligations will continue notwithstanding any defect in, breakdown, accident, loss, theft or damage to the Motorcycle.

14. CONDITION OF MOTORCYCLE

- 14.1 After having examined the Motorcycle at the commencement of the rental period You agree that the Motorcycle is as stated in the Rental Agreement.

15. EXCLUSION OF WARRANTIES

- 15.1 To the full extent permitted by law, all express and implied terms, conditions and warranties (other than the ones set out in this agreement) are excluded; and
- 15.2 We are not liable for any damage, injury or loss to any person or property arising from possession, operation or use of the Motorcycle.

16. GOVERNING LAW

- 16.1 The Rental Agreement and all transactions under the Rental Agreement are governed by the laws of the state of Victoria.
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