

## **Bush e Bikes Limited**

### **Terms & Conditions**

#### **Your Responsibilities:-**

1. The Hirer agrees to wear a cycle helmet at all times when using the Equipment. The Hirer acknowledges that this is a requirement of New Zealand law.
2. The Hirer acknowledges that where Equipment is used on the road, the New Zealand Road Rules will apply.
3. The Hirer agrees to use the Equipment in a lawful, safe and proper manner at all times.
4. The Hirer agrees that any Equipment left unattended will be secured using the locks provided.
5. The Hirer agrees to contact Bush e Bikes Ltd as soon as any problem arises with the Equipment hired.
6. The Hirer agrees that the bicycle can only be transported on a Bush e Bikes bike trailer or a bike carrier approved by Bush e Bikes Ltd.
7. The Hirer confirms they are physically fit and do not have a medical condition that may affect their ability to participate in the activity of bicycle riding.
8. The Hirer confirms they have arranged insurance to cover this type of activity.
9. The Hirer is 18 years of age or over and agrees that New Zealand laws apply under the jurisdiction of the New Zealand courts.
10. The Hirer will not on-hire the Equipment to another person or part with the Equipment for use by another person except to an approved person under 18 years of age as provided for in the Booking Terms.

**Equipment Rental:** The Hirer agrees to be solely and absolutely responsible for the Equipment hired from Bush e Bikes Ltd throughout the duration Hiring Period. This includes, but is not limited to, loss or damage arising from fire, accident, theft, collision or misuse. Should any loss or damage occur (beyond fair wear and tear) the Hirer will be liable to compensate Bush e Bikes Ltd for the full cost of repairing such damage or replacing the Equipment regardless of the cause of such loss or damage. The Hirer will also reimburse Bush e Bikes the costs of enforcing this release.

**Liability:** The Hirer accepts and understands that cycling can be dangerous and involves certain inherent risks to the hirer, other persons and property. These risks include (but are not limited to):

- Navigational difficulties;
- Illness;
- Rough riding conditions;
- Poor weather;
- Collisions; or
- Accidents.

The Hirer understands these risks and will not hold Bush e Bikes Ltd or any of their employees or agents, responsible or make any claim against them (including claims arising from negligence) for any direct or indirect injury or damage to the Hirer or their property in the course of the Hirer's use of Bush e Bike Ltd Equipment or the Hirer's association with Bush e Bikes Limited, or their employees or agents.

The Hirer will be personally liable for any prosecution or insurance claim for damage or injury to other person or persons and/or property arising from their use of the Equipment. The Hirer will indemnify Bush e Bikes Ltd, or their employees or agents, against any loss, damage or claims whatsoever arising against them as a result of their use of the Equipment.

The Hirer agrees that this release is binding on the Hirer's family, heirs and legal assigns and administrators and/or executors.

#### **Booking Terms**

The Hirer acknowledges that Bush e Bikes Ltd is not responsible for damage, expense, inconvenience or injury related to changes to events, roads, trails or ferry sailings outside of its control.

#### **Bike Hire, Shuttle and Bag Transfer**

A full day Hiring Period is from 8.30 a.m. until 5.00 p.m. unless by prior arrangement. A half day Hiring Period is four hours from 8.30 a.m. until 12.30 p.m. or 1.00 p.m. till 5.00 p.m. The per hour rate will apply for late returns unless by arrangement.

Equipment hire includes a bike, helmet bike lock and one pannier bag per booking. Other items may be provided but will incur a hireage fee.

The Hirer must be 18 years of age or over. They can hire on behalf of an approved younger person provided they are accompanied by a responsible adult and fit the bikes provided. The Hirer accepts all responsibilities as outlined in the Terms and Conditions and Hire Agreement and Release, if signing on behalf of a minor.

Photo ID in the form of Passport or License is required before any Hiring Period commences.

Group bookings of four or more persons must be paid for at the time of booking. The following cancellation terms apply:-

- Cancellation outside seven days of the Hiring Period. 10% will be retained by Bush e Bikes Ltd and 90% will be refunded to the Hirer.
- Cancellation from one to seven days of the Hiring Period. No refund will be given.

- Cancellation on day of Hiring Period has commenced. No refund will be given.
- Cancellation of Hiring Period by Bush e Bikes Ltd due to circumstances out of its control. A full refund will be given but will be limited to the amount of the payment made to Bush e Bikes Limited and not include damages or other costs incurred due to the cancellation.

Bookings for one to three persons can be made in advance and paid in full on the day of the hire.

#### **Multi Day Tours including accommodation, Shuttle and Bag Transfer**

Payment to be made in full at the time the itinerary and costs are agreed.

- Cancellation outside 30 days of Hiring Period commencing. 10% will be retained by Bush e Bikes Ltd and 90% will be refunded to the Hirer.
- Cancellation between 15 and 29 days of Hiring Period commencing. 50% will be retained by Bush e Bikes Ltd and 50% will be refunded to the Hirer.
- Cancellation within 14 days of Hiring Period commencing. No refund will be given.
- Once Hiring Period has commenced. No refund will be given. An alternative arrangement or booking substitution can be negotiated.
- Cancellation of Hiring Period by Bush e Bikes Ltd due to circumstances out of its control. A full refund will be given.

Accommodation providers may have different cancellation terms. These will be included in the itinerary and will override the terms above for that part of the cost.

**Exceptions:** Due and fair consideration will be given to cancellations due to bereavement or health issues.

#### **Payment**

All Hireage Rates include GST and payment is to be made before any Hiring Period commences. Payment methods include:-

- Cash,
- Online payment via Stripe through website [www.bushebikes.co.nz](http://www.bushebikes.co.nz)
- Credit Card. We accept VISA and Mastercard Credit and Debit cards. A 2.8% surcharge will be passed on to the Hirer.
- Eftpos payment.
- Direct Credit from NZ Bank account. All costs to be paid by Hirer.
- Overseas transfer. All costs to be paid by the Hirer.
- First Union Credit Card.

The Hirer acknowledges that Bush e Bikes Ltd has the right to resell hires if not paid for in full by the due date.

#### **Refunds**

The Hirer acknowledges and agrees that no refund can be given once the Hiring Period has commenced. No refund will be given for late pickups or early returns.

Refunds shall be made in the form of direct credit funds to the Hirer's bank account or credit card account refund transaction. Any bank fees or costs incurred by Bush e Bikes Ltd to complete the refund transaction will be passed on to the Hirer.

Refunds due to cancellation by Bush e Bikes Ltd shall consist solely of the amount paid to Bush e Bikes and not include damages or other costs incurred by the Hirer.

#### **General Terms**

If we have any concerns about your ability to operate our bikes safely, Bush e Bikes Ltd reserves the right to refuse or discontinue any hire at anytime whether that be due to the Hirer's behaviour or any other such matter that should deem the hireage unsafe.

Disclaimer terms, prices and conditions are all subject to change without notice prior to booking.

Acceptance of any booking is on the basis that you have read and understand our terms and conditions.

#### **Definitions:**

**The Hirer** A person 18 years or older listed in the Hiring Agreement taking sole responsibility for the Equipment hired and acceptance of the Hiring Agreement as well as the Terms and Conditions.

**Hiring Period** The period elapsed from the time when the Equipment is signed out by the Hirer until the time it is returned and signed back in by Bush e Bikes Ltd.

**The Equipment** includes all items listed on the Hiring Agreement under the Bicycle and Accessories sections.