

BOOKING AGREEMENT

This Agreement applies to the following Journey:-

*Duration of Rental :-*

*Total Cost:-*

*Deposit:-*

 REFER TO TERMS AND CONDITIONS ATTACHED

 **TERMS AND CONDITIONS**

 By signing this document you certify that you have fully read and understood these terms and conditions and agree to be bound by these terms and conditions.

1.*License*

 Australian citizens or permanent residents must hold a current, unrestricted motorcycle riders licence issued by a State or Territory of Australia;

1.2 Foreign nationals must hold either a current International Motorcycle licence or an unrestricted motorcycle licence issued by the government of your country of origin and in either case where the licence is not printed in English the renter must supply a translation certified by an Australian translator.

1.3 You certify that you have a good driving/riding record and that you have not been convicted of any major traffic offence or any other criminal offence whether in Australia, your country of origin or elsewhere.

 1.4 You certify that you have not ever been refused motor insurance or had any insurance cancelled or special insurance terms imposed as a result of claims history.

 *2. Age*

 2.1 You must be aged over 21

*3. Identification*

 3.1 You must supply us with at least two (2) of the following forms of identification:- (a) Driver licence. (b) Credit card that matches your driver’s licence.(C)Passport

 3.2 You authorise us to take (and retain) photocopies of the above.

 *4. Bookings and Cancellations*

 4.1 A bond of $300.00 is payable all rental bookings. Bookings are not confirmed until such time as the deposit/payment has been received in clear funds. Note that cheques may require several days’ clearance time.

4.2 Cancellation of bookings at least sixteen (14) days prior to the date of collection will result in reimbursement of fifty percent 50% of the deposit.

 4.3 Cancellation of bookings less than sixteen (14) days prior to the date of collection will result in forfeiture of the deposit.

 4.4 Bondi Scooter Hire reserves its right to cancel any booking.

*5. Pillion Passengers*

 5.1 Refer to NSW Roads and Maritime laws and regulations.

*6. Use*

6.1 You may use the vehicle only for social, domestic and pleasure purposes. You must not use the vehicle for racing, pacemaking, reliability trial, competition or speed testing, driving tuition or conveyance of passengers for hire or reward.

 *7. Other Riders*

 7.1 You must not allow others to ride the motorcycle at any time and you must take adequate precautions to prevent unauthorised use.

 7.2 It is your responsibility to ensure that no unauthorised person rides the motorcycle.

 7.3 You indemnify and forever hold “Bondi Scooter Hire” harmless for injury loss or damage suffered by any rider of the motorcycle irrespective of the cause of that injury loss or damage.

7.4 You accept full responsibility for all damage loss or breach of this agreement arising out of the use of the motorcycle by any other person whether or not that person was authorised by you to ride the motorcycle.

*8. Hire Charges*

 8.1 Please refer to scooter web page for current hire charges. You agree to pay the rates set out thereon for the duration of your hire of the vehicle.

 9. Accidents and Insurance

9.1 By signing this Agreement, you acknowledge that motorcycling is a dangerous activity.

9.2 Bondi Scooter Hire is not responsible or liable for any loss or damage to personal belongings or for personal injury, accident or illness, however caused.

 9.3 Personal Insurance is not the responsibility of. If you wish to have Travel Insurance, please arrange this prior to departure.

9.4 Riders must comply with Bondi Scooter Hire rules and regulations, sign and Indemnity form and be licensed for a motorcycle.

 9.5 Insurance for damage to property of third parties and for injury to third parties is not included in the cost of hire.

9.6 Where you are involved in an accident that results in damage you are solely responsible for that damage.

9.7 Bondi Scooter Hire provides no insurance coverage for injuries suffered by yourself or your travelling party as a result of your use of the motorcycle and Bondi Scooter Hire accepts no responsibility whatsoever for injuries arising out of your use of the motorcycle , irrespective of how those injuries arose, including by alleged negligence of “Bondi Scooter Hire”. Should you require such coverage we highly recommend you make appropriate inquiries regarding personal accident insurance and carefully check any policy of travel insurance to ensure that you have adequate coverage. You certify that we have warned you of the necessity to procure such insurance and that we will rely upon this document in our defence if you suffer such injury without adequate insurance

coverage.

9.8 In the event of any accident, you:-

(a) Must report the incident to Police and obtain a reference number and the name

of the officer and station the matter was reported to;

(b) Must not admit liability to any other person;

(c) Must report the incident to us as soon as reasonably practical;

(d) Must, as far as reasonably practical, take such steps as may prevent further

damage to the motorcycle or the property or persons of others.

9.9 The motorcycle is not insured for theft or damage. If the motorcycle is either stolen or damaged, you will be personally liable for all losses.

9.10 You agree that any losses suffered by “Bondi Scooter Hire” , as a result of accident, damage, theft or otherwise during the period of your hire are recoverable from you and you agree to pay such losses to “Bondi Scooter Hire” on demand. You also authorise, “Bondi Scooter Hire” at their discretion, to bill your credit card for any such losses.

9.11 Where you are involved in an accident which is not your fault, Trapp Tours will make all reasonable efforts to obtain compensation for any losses from the party at fault however you agree to secure those losses by deposit in full which will be refundable to you only to the extent that any compensation is received from the party at fault.

*10. Traffic Infringements*

10.1 Speeding, parking or traffic fines of any nature are solely the responsibility of the renter and “Bondi Scooter Hire”, will under no circumstances accept responsibility or liability for such fines or infringements.

10.2 You acknowledge that many States and Territories of Australia enforce traffic laws by the use of radar and stationary “automatic” cameras for the detection of speed or traffic offences. The issuing of a fine or infringement notice is also automatic in some cases and it may not be immediately apparent to the renter that such a fine or infringement has been incurred. It is your responsibility at all times to ensure that you drive in accordance with the laws of the relevant State or Territory.

10.3 In the event of a fine or infringement being received by the renter you must inform “Bondi Scooter Hire” as soon as possible

10.4 You expressly authorise “Bondi Scooter Hire” to charge to your credit card during or after the period of hire the total of any fine incurred by you or noted against the vehicle during the period of your hire.

10.5 You agree to pay to “Bondi Scooter Hire”, on demand, the total of any fine incurred.

*11. Availability of Vehicle*

11.1 All hire arrangements are subject to availability of suitable vehicles.

11.2 “Bondi Scooter Hire” does not guarantee the availability of a particular make or model of motorcycle. Whilst we make every effort to supply the reserved model we reserve the right to supply a suitable alternative.

11.3 “Bondi Scooter Hire” reserves the right to withdraw any vehicle from service at any time and for any reason.

12. Accessories and other items supplied with vehicle

12.1 All keys, security locks, maps, brochures, spare parts, tools or other materials and equipment supplied with the vehicle remain the property of “Bondi Scooter Hire” and must be returned with the vehicle at the end of the hire period. Failure to do so will result in a charge for replacement materials

13. Service of Motorcycles

13.1 Schedule servicing is carried out as per factory service schedule.

14. Serviceability of vehicles and fitness for purpose

14.1 You acknowledge and confirm that prior to collecting the motorcycle, you have

inspected the vehicle and have found it to be in good repair and condition and suitable for the use to which you intend to put it.

14.2 Whilst we maintain our vehicles in good condition, unexpected breakdowns are beyond our control and do not attract a refund or credit.

14.3 In the event of a breakdown, you must advise us as soon as possible and comply with any instructions we provide at that time regarding repairs.

15. Liability Waiver

15.1 The renter expressly acknowledges that motorcycle riding is a hazardous activity which may result in personal injury or property damage.

15.2 The renter hereby expressly indemnifies and holds Trapp Tours harmless for any injury to the hirer’s person or damage to the hirer’s property arising in any way out of the hire of the motorcycle and notwithstanding any fault or defect in the motorcycle or alleged negligence on the part of “Bondi Scooter Hire”.

15.3 The renter agrees to indemnify “Bondi Scooter Hire” where necessary for any injury occasioned to others or damage to the property of third parties arising out of the renter’s use of the motorcycle.

16. Fuel Policy

16.1 The motorcycle will be provided to the renter with a full tank of fuel.

16.2 In the event that the motorcycle is not returned with a full tank of fuel the renter will be charged for refuelling and administration.

17. Jurisdiction and Conflict of Laws

17.1 This agreement is entered into pursuant to the laws of the State of New South Wales in the Commonwealth of Australia and the parties agree to be bound by the laws of that jurisdiction.

7.2 Any dispute arising out of this agreement is to be determined only by a Court of competent jurisdiction within the State of New South Wales in the Commonwealth of Australia and not by any other Court in any other jurisdiction including any foreign jurisdiction.

18.3 Insofar as “Bondi Scooter Hire” exclude any right or remedy or warranty granted to the Renter by statute or at common law except as contained within this Agreement.

18.4 Where any provision of this agreement is illegal or unenforceable by virtue of statute or common law then the offending provision of this agreement shall be read down only to the extent necessary to resolve the conflict between the provision of the agreement and the relevant law and the remainder of this agreement shall not be affected.

For and on behalf of “Bondi Scooter Hire”:

“Bondi Scooter Hire”

Sign ……………………………………

Customer signature and their details below :

Sign here for the pages of 1 to 7 ..………………………………

Address: ………………………………..

.………………………………. .……………………………….

Drivers Licence no. : ……………………..