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## **MOTORCYCLE HIRE**

### **TERMS AND CONDITIONS**

#### **AGE OF RIDERS**

- Riders must be aged 21 years old or above on all 125cc motorcycles.
- Riders must be aged 25 years old or above on all motorcycles up to 600cc.
- Riders must be aged 30 years old or above on all motorcycles over 600cc.
- Maximum age for motorcycle hire is 69 years old.
- For motorcycles above 125cc, customer must have held full motorcycle licence for a minimum of 2 years.

#### **EXCLUSIONS OF HIRE**

- No motorcycle will be hired to anyone convicted of any of the following driving offences – CD, DD, DR, UT, MS or three or more driving offences of any description.

#### **CLOTHING HIRE**

Helmets, jackets, boots, gloves and waterproof clothing are available to hire. Please contact the sales team for further information and pricing.

#### **ID REQUIRED BY ALL HIRERS**

- Drivers Licence.
- CBT Certificate (for riders on provisional licence only).
- Passport.
- Utility bill/bank statement with proof of current address (dated within the last 90 days).

A £500.00 deposit will be cleared on a debit /credit card and any damage or excess will be deducted from this. The amount will be refunded on return of the motorcycle.

The hirer is liable for any punctures/tyre damage incurred whilst the motorcycle is on hire.

The motorcycle must be returned with the same level of fuel as it had when it left Lloyd Cooper – Motorcycles Direct.

#### **EXCESS**

The following are payable in the case of any accident.

- 125cc to 599cc - £450
- 600cc to 1000cc - £550
- 1000cc + - £750

The Lessor agrees to let the Hirer and the Hirer acknowledges that the motorcycle described in Section (3) is fit for his/her purpose. The Hirer confirms that he/she has been given adequate time and opportunity to carefully read the terms and conditions herein and agrees to be bound by them in their entirety.

### **General Conditions**

1. The Vehicle described in Section (3) is the property of the Lessor. The Hirer described in Section (1) and Declaration above agrees to return the motorcycle together with all tyres, tools, accessories and other equipment in the same condition as received at commencement of this Rental Agreement to the place and on the date and time specified, or sooner if demanded by the Lessor.
2. During the rental period the Hirer shall keep the motorcycle together with its accessories, tools and equipment in his/her sole possession and free from any and all illegal process or lien, and when not in use to adequately protect and secure it.
3. **The motorcycle will not be used:**
  - a) **for the carriage of passengers for hire or reward.**
  - b) **for any unlawful purpose or in contravention of any Act, Order, Regulation affecting the motorcycle or its use or construction.**
  - c) **to propel or tow any other motorcycle or trailer.**
  - d) **for racing, pace making, reliability trials or speed testing.**
  - e) **to carry greater number of passengers and/or more baggage than recommended by the Manufacturer.**
  - f) **by any person other than the Hirer who has signed the Rental Agreement or who has been nominated as the Rider by the Hirer and approved by the Lessor.**
  - g) **by any person who has been convicted of any UT, DR, DD, MS, CD or three or more other driving offences.**
  - h) **by any person who has within the preceding period of five years been convicted of any BA, XX99 or TT99 offences.**
  - i) **by any person not holding a valid current licence, including where necessary or appropriate a CBT Pass Certificate.**
  - j) **by any person under 21 years of age, or over 69 years of age, unless authorised by the Insurer.**
  - k) **in any manner which may render the applicable insurance policy void.**
  - l) **outside England, Scotland or Wales without the Lessor's consent. In which event, adequate insurance for the purpose of Foreign use must, prior to any travel commitment or arrangement, be in force and the provision of same shall be subject to separate and additional insurance premium, payment of which shall fall to the Hirer.**
  - m) **the loading of the motorcycle should not exceed the limits laid down by the Manufacturer.**
  - n) **for fast food delivery.**
4. Where a person signing the Agreement purports to do so on behalf of another, they warrant that they are authorised to do so and in such case is deemed to act as Agent Universal, but in any event shall remain personally liable to the Lessor.
5. Neither the Hirer nor any servant as Agent of the Hirer is or may hold himself out to be the Servant or Agent of the Lessor for any purpose whatsoever.
6. The Hirer is not authorised to effect any repairs to the Vehicle nor to incur any cost on the Lessor's Account without the Lessor's express prior consent.
7. The Lessor is not and cannot be held liable for loss or damage to any property stored, transported in or on the motorcycle after it has been returned to the Lessor's possession.
8. The Hirer expressly acknowledges personal liability to pay Lessor on demand:
  - a) the Rental due under this agreement together with, where specified, a mileage charge computed at the rates specified for rental until motorcycle is returned (the number of miles over which said motorcycle shall be operated under this Agreement shall be determined by reading the speedometer installed by the Manufacturers, if speedometer fails, the mileage charge shall be made in accordance with the road map distance of the journey travelled).
  - b) time, and miscellaneous charges at the rates specified in this Agreement.
  - c) Lessor's costs, including reasonable legal fees incurred in collecting payments due from the Hirer.
  - d) compensation for Lessor's loss of use of the motorcycle whilst being recovered at the termination of this Rental whilst being repaired consequent upon any collision or other damage suffered before the motorcycle was returned to the Lessor's place of business.

**Fixed Penalties etc.**

- 9. The Hirer shall be liable as owner of the motorcycle in respect of:
  - a) any fixed penalty offence committed in respect of that motorcycle under Part 111 and the relevant schedules of the Road Traffic Offenders Act 1988 as amended by the Parking Act 1989 and as those provisions may be amended or replaced from time to time;

and

- b) any excess charge which may be incurred in respect of the motorcycle in pursuance of an order under Sections 45 and 46 of the Road Traffic Regulation Act 1984 as amended by the Road Traffic Offenders Act 1988 and by the Parking Act 1989, and as those provisions may be amended or replaced from time to time;

and

- c) any financial penalty or charge which may be demanded by any Person, Corporation or Authority as a result of the motorcycle being parked or left upon land which is not a public road.

**Insurance Provided by the Lessor**

10. Unless the Hirer elects to provide own insurance the motorcycle is, at all times, covered by the Lessor’s insurance policy, the terms of which are available for inspection by the Hirer at the Lessor’s office. The Hirer, shall, however, remain liable for any loss or damage to the motorcycle as a result of the wilful act or negligence of the Hirer, his agent(s) or servant(s) or any breach of the terms of the insurance policy and shall indemnify the lessor from any third party claim, whether consequential or otherwise, which arises there from.

**Hirer’s Obligations in the event of an Accident**

- 11. The Hirer agrees to protect the interest of the Lessor and the Lessor’s Insurer’s in the case of an accident during the term of this Rental and shall immediately report to the Lessor any accident in which the motorcycle detailed and described in Section (3) is involved and shall:
  - a) make every endeavour to obtain the names and addresses including motorcycle details of all parties involved.
  - b) obtain the names and addresses of witnesses.
  - c) not admit liability or guilt.
  - d) notify police immediately if another party’s guilt has to be ascertained and/or if people are injured.
  - e) not abandon or leave the motorcycle unattended without first ensuring adequate provision for safeguarding and securing it.
  - f) provide the Lessor with a detailed written report, including diagram, on a ‘Particulars of Motorcycle Accident Report Form’ obtainable from the Lessor.

**Data Protection Act 1984**

The Lessor and Hireguard use a national database in conjunction with insurers to aid avoidance of:

- a) fraud;
  - b) multiple claims;
  - c) bogus hirers;
- and to monitor Hirer’s/driver’s performance.

In compliance with the said Act Hireguard is the Data User and is accordingly licensed by the Data Protection Registrar. Registration Number N 0802 12.

SIGNED.....

PRINTED.....

DATE.....